



**REQUEST FOR PROPOSALS
FOR
CONSOLIDATED PLAN CONSULTING SERVICES**

FEBRUARY 7, 2017

RFP NO. CDC17-001



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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02/7/2017

NOTICE

**REQUEST FOR PROPOSALS
CONSOLIDATED PLAN CONSULTING SERVICES
RFP NO. CDC17-001**

Notice is hereby given that proposals will be received by the Community Development Commission of the County of Los Angeles (hereinafter, "Commission") **until March 15, 2017** at 3:00 p.m. for Consolidated Plan Consulting Services. This will include furnishing all labor, material, equipment, and performing all work necessary and incidental in accordance with the Statement of Work and contract documents. The Commission will award a single, two-year contract, provided services are satisfactory and funds are available.

The Commission is seeking a Contractor that has expertise in the preparation of Consolidated Plans and other associated documents to develop the 2018-2023 Consolidated Plan for the Los Angeles Urban County (hereinafter, "Consolidated Plan"). The Commission will execute a two-year contract with the Contractor.

Proposers may attend a Pre-Proposal Meeting at the Commission headquarters, located at 700 W. Main Street, Alhambra, CA 91801 **on February 14, 2017**, at 1:30 p.m. Please arrive at least 15 minutes early in order to register and obtain a visitor's badge.

A Request for Proposal (RFP) package containing all submission requirements will be available on February 7, 2017, and may be downloaded from the Commission's website at www.lacdc.org, under "For Vendors – View Open Solicitations."

Proposers shall provide an original and five (5) copies of their business proposal and an original of their cost proposal, which shall be addressed and delivered to:

Raymond Webster, Procurement Coordinator
Community Development Commission of the County of Los Angeles
Housing Authority of the County of Los Angeles
Community Development Division
700 W. Main Street
Alhambra, CA 91801

All proposals shall be labeled "Proposal for Consolidated Plan Consulting Services, RFP No. CDC17-001, March 15, 2017." Any Proposer who wishes his/her proposal to be considered is responsible for making certain that it is received by the Commission at the stated location, date, and time. No oral, electronic, facsimile, telephonic proposals, or modifications will be considered unless specified. Proposals received after the scheduled deadline will be returned unopened. Proposers, who, upon request, receive the RFP package and do not wish to submit a proposal should reply with a letter of "No Proposal" by the submission due date.

Questions regarding the RFP are to be directed to Raymond Webster, Procurement Coordinator, at (626) 586-1755 or Raymond.Webster@lacdc.org. Si usted requiere más información sobre este anuncio, por favor comuníquese con la Sra. Rosa Barreto al siguiente número de teléfono (626) 586-1770.

In submitting a proposal, each Proposer thereby agrees that, if awarded a contract, it shall execute a standard contract, a sample of which is attached to the RFP package for reference. The Commission shall not award a contract to, or be obligated to execute a contract with, any Proposer who refuses to execute said standard Commission contract.

The Commission reserves the right to reject any and all proposals. This RFP is not a contract or commitment of any kind. The Commission is not liable for costs incurred in the preparation of the respondent's proposal. It reserves the right to issue supplementary information or guidelines related to this RFP. Notwithstanding any other provisions herein, the Commission reserves the right in its sole discretion to waive minor technical deficiencies in the proposals. In accordance with the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, it is the policy of the Commission to assure equal opportunity to all persons, in the award and performance of any contract, without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

CONTRACT REQUIREMENTS:

- Required Insurance Coverages (please refer to the Sample Contract for required values)
 - **General Liability** with *Additional Insured Endorsement*. Shall include Completed Operations and be on a primary and non-contributory basis.
 - **Workers' Compensation** shall be Statutory and include Employer's Liability and a waiver of subrogation.
 - **Automobile Insurance** coverage shall be on a primary and non-contributory basis (coverage shall include owned, hired, non-owned, OR any auto).

➤ **Professional Liability** appropriate to the profession.

- Federal Lobbyist Requirements
- Equal Employment Opportunity Act
- Jury Service Program
- Safely Surrendered Baby Law
- Child Support Compliance
- Default Property Tax Program
- Nonprofit Integrity Act
- Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program
- Zero Tolerance Human Trafficking Policy

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Stevenson", with a stylized, sweeping flourish at the end.

SCOTT STEVENSON, Director
Community Development Commission of the County of Los Angeles

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1.0 INTRODUCTION

1.1 Purpose

The Community Development Commission of the County of Los Angeles (Commission) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with a Contractor who can assist in the preparation of the 2018-2023 Consolidated Plan (CP).

As an entitlement jurisdiction, the County of Los Angeles is required by the U.S. Department of Housing and Urban Development (HUD) prepare a CP at least every five (5) years, including a housing and community development needs assessment and strategy. The required CP services include 1) the Citizen Participation Process; 2) the Housing and Community Development Needs Assessment; 3) the Housing and Community Development Five-Year Strategy; and 4) the One-Year Action Plan. The CP needs assessment and strategy will cover fiscal years 2018-2019 through 2022-2023.

Please access the HUD website through this link for current Consolidated Plan regulations including changes due to the new Emergency Solutions Program: <https://www.hudexchange.info/programs/consolidated-plan/>.

Prior CPs are available at the Commission for review upon request and the *2013-2018 Consolidated Plan* and the *2016-2017 Action Plan* are available at the following web address: <http://www.lacdc.org/programs/community-development-block-grant>. Once on this webpage, the documents are under “Plans and Reports”.

1.2 Overview of Solicitation Document

This Request for Proposals (RFP) is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer’s minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers describing how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Explains how the proposals will be selected and evaluated.
- **APPENDICES:**
 - **A - SAMPLE CONTRACT:** Lists the terms and conditions in the Contract.
 - **B - STATEMENT OF WORK:** Explains in detail the work to be performed under the Contract, including any technical exhibits.
 - **C - REQUIRED FORMS:** Contains forms that must be completed and included in the proposal.
 - **D - REQUIRED NOTICES:** Contains notices that must be adhered to and will be part of the executed Contract.

1.3 Terms and Definitions

If applicable, throughout this RFP, references are made to certain persons, groups, agencies, or documents. For convenience, a description of specific definitions can be found in *Appendix A – Sample Contract*.

1.4 Proposer's Minimum Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in *Appendix B - Statement of Work*, of this RFP are invited to submit a proposal, provided they meet the following requirements. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the Commission.**

- 1.4.1 The Proposer must have five (5) years' experience, within the last 10 years, providing Consolidated Plan consulting services, or services equivalent or similar to the services identified in *Appendix B - Statement of Work*.
- 1.4.2 The Proposer must have a Planning/Project Manager/Supervisor assigned to the Contract with five (5) years of experience, within the last 10 years, providing Consolidated Plan consulting services, or services equivalent or similar to the services identified in *Appendix B - Statement of Work*.
- 1.4.3 The Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting his/her proposal.
- 1.4.4 The Proposer must agree to the terms and conditions of a standard Commission contract, if awarded a contract, of which a sample in substantial finished form is included in this package in *Appendix A - Sample Contract*.
- 1.4.5 The Proposer must acknowledge intent to comply with the Commission insurance requirements (Reference Sub-paragraph 1.15 in this Section).
- 1.4.6 The Proposer must comply with the Child Support Compliance Program (Reference Sub-paragraph 1.22 in this Section).
- 1.4.7 The Proposer must acknowledge intent to comply with GAIN/GROW requirements (Reference Sub-paragraph 1.26 of this Section).
- 1.4.8 The Proposer must certify intent to comply with the Safely Surrendered Baby Law Program. (Reference Sub-paragraph 1.29 in this Section).
- 1.4.9 The Proposer must certify intent to comply with the Jury Service Program (Reference Sub-paragraph 1.30 in this Section).
- 1.4.10 The Proposer must certify intent to comply with the Charitable Purposes Act. (Reference Sub-paragraph 1.33 in this Section).
- 1.4.11 The Proposer must certify intent to comply with the Defaulted Property Tax Program. (Reference Sub-paragraph 1.35 in this Section).

1.4.12 The Proposer must acknowledge compliance with the County's Commitment to Zero Tolerance Human Trafficking Policy. (Reference Sub-paragraph 1.37 in this Section).

1.5 Commission Rights & Responsibilities

The Commission has the right to amend the RFP by written addendum. The Commission is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization that the records indicate has received this RFP. Should such addendum require additional information not previously requested, failure on the part of the Proposer to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the Commission. The Commission is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Contract Term

The Contract term shall be for a period of two (2) years, provided that services are satisfactory and funds are available. The Executive Director of the Commission (Executive Director) has the authority to execute contracts, including amendments.

1.7 Contract Fees

The Proposer's fees shall be firm and fixed for the entire term of the Contract, including all extensions, if any, unless otherwise indicated in the Contract. The Commission reserves the right to negotiate fees for services if necessary.

1.8 Days of Operation

The Contractor shall be required to provide services five (5) days a week. The Contractor is not required to provide services on Commission recognized holidays, unless specifically noted in the Contract.

1.9 Contact With Commission Personnel

All contact regarding this RFP or any matter relating thereto must be mailed, e-mailed or faxed, and directed to the following:

**Raymond Webster, Procurement Coordinator
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
rwebster@lacdc.org
FAX (323) 943-3838**

If it is discovered that a Proposer contacted and received information from any Commission personnel, other than the person specified above, or his or her designee, regarding this solicitation, the Commission, in its sole determination, may disqualify their proposal from further consideration.

1.10 Final Contract Award by the Executive Director

Notwithstanding a recommendation of a division, the Executive Director retains the right to exercise his or her judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the Commission. The Executive Director is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.11 Mandatory Requirement to Register on Los Angeles County's WebVen

Prior to a contract award, all potential Proposers must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.12 Commission Option To Reject Proposals

The Commission may, in its sole discretion, reject any or all proposals submitted in response to this RFP. The Commission shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The Commission reserves the right to waive inconsequential disparities in a submitted proposal.

1.13 Protest Policy

It is the Commission's/Housing Authority's policy that any prospective Proposer may request a solicitation requirements review as described below. Additionally, any actual Proposer may request a review of a disqualification or of a recommended contract award under such a solicitation, as described respectively in the Sections outlined below. It is the responsibility of the Proposer challenging the decision of the Commission to demonstrate that the Commission committed a sufficiently material error in the solicitation process to justify invalidation of a recommended contract award.

Throughout the review process, the Commission has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the Commission reserves the right to make an award when it is determined to be in the best interest of the Commission to do so.

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation are limited to the following:

- Solicitation Requirements Review (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
- Disqualification Review (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)
- Protest of Contract Award (Reference Sub-paragraph 3.7 in the Selection

Process and Evaluation Criteria Section)

1.14 Notice to Proposer Regarding the Public Records Act

Responses to this RFP shall become the exclusive property of the Commission. At such time as the Commission recommends a Proposer to the Executive Director, all such proposals submitted in response to this RFP become a matter of public record, with the exception of those parts of each proposal which are defined by the Proposer as business or trade secrets, and are plainly marked as "Trade Secret," "Confidential," or "Proprietary."

The Commission shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

The Proposer shall be required to comply with the indemnification provisions contained in *Appendix A-Sample Contract*. The Proposer shall procure, maintain, and provide to the Commission proof of insurance coverage for all the programs of insurance along with associated amounts specified in the *Appendix A- Sample Contract*.

1.16 This section left intentionally blank.**1.17 Injury & Illness Prevention Program (IIPP)**

The Proposer shall be required to comply with the State of California's Cal/ OSHA regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.18 Confidentiality and Independent Contractor Status

As appropriate, the Proposer shall be required to comply with the Confidentiality provision and the Independent Contractor Status provision contained in *Appendix A - Sample Contract*.

1.19 Conflict of Interest

No employee of the Commission whose position enables him/her to influence the selection of a Proposer for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Proposer. The Proposer shall state in the Executive Summary of the proposal that

he/she is aware of and has read the sub-paragraph on Conflict of Interest in *Appendix A - Sample Contract*.

1.20 Determination of Proposer Responsibility

1.20.1 Responsible Proposer

A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the Commission policy to conduct business only with responsible Proposers.

1.20.2 Commission Policy

Proposers are hereby notified that the Commission may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to Commission, Housing Authority, and County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.20.3 Non-Responsible Proposer

The Commission may declare a Proposer to be non-responsible for purposes of this contract if the Commission, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the Commission, the Housing Authority, the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the Commission, the Housing Authority, the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the Commission, the Housing Authority, the County or any other public entity.

1.20.4 Intention to Recommend Proposer Non-Responsibility

If there is evidence that the highest ranked Proposer may not be responsible, the Commission shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility. The Commission shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for the Commission determination of non-responsibility.

1.20.5 Final Determination of Non-Responsibility

If the Proposer presents evidence in rebuttal to the Commission, the Commission shall evaluate the merits of such evidence, make a final determination concerning the responsibility of the Proposer for this contract and, if appropriate, outline the necessary measures that the Proposer would be required to take to be determined a responsible proposer in the future.

1.20.6 Sub-Contracting

These terms shall also apply to proposed subcontractors of the Proposer on Commission contracts.

1.21 Proposer Debarment

1.21.1 Commission Policy

The Proposer is hereby notified that the Commission may recommend to the Board of Commissioners that the Proposer be debarred from bidding or proposing on, or being awarded, and/or performing work on other Commission, Housing Authority, and County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the Commission may terminate any or all of the Proposer's existing contracts with the Commission, Housing Authority, or County, if the Board of Commissioners finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the Commission, the Housing Authority, the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the Commission, the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the Commission, the County or any other public entity.

1.21.2 Notice to Proposer

If there is evidence that the highest ranked Proposer may be subject to debarment, the Commission shall notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.21.3 Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the

appropriate length of time of the debarment. The Proposer and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

1.21.4 Presentation to Board of Commissioners

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendations of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.21.5 Request for Review of Debarment Determination

If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, make a recommendation to the Contractor Hearing Board to reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.

The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

1.21.6 Board of Commissioners Decision

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt

the proposed decision and recommendation of the Contractor Hearing Board.

1.21.7 Sub-Contractors

These terms shall also apply to subcontractors of Proposers on Commission contracts.

1.21.8 Debarment List

Appendix D – Required Notices includes a list of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Proposer's Adherence to the Commission Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any officer, employee or agent of the Commission to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the Commission consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to an officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.23.2 Proposer Notification to Commission

A Proposer shall immediately report any attempt by an officer, employee or agent to solicit such improper consideration. The report shall be made either to the Procurement Officer or the manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.24 Federal Lobbyist Requirements

The Proposer is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Proposer must certify in writing on the *Federal Lobbyist Requirements Certification* form, *Appendix C - Required Forms*, that they are familiar with the Federal Lobbyist Requirements and that all persons and/or sub-consultants acting on behalf of the Proposer will comply with the requirements.

Failure on the part of the Proposer or persons/sub-contractors acting on behalf of the Proposer to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

1.25 Federal Earned Income Credit

The Proposer shall notify its employees, and shall require each sub-contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, *Appendix D - Required Notices*.

1.26 Consideration of GAIN/GROW Participants for Employment

In compliance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Commission seeks to assist recipients of CalWorks benefits to make the transition from welfare to employment. The Greater Avenues for Independence (GAIN) Program and the General Relief Opportunities for Work (GROW) program, developed by the County Department of Public Social Services (DPSS), provides job skills workshops for GAIN/GROW participants and employment counselors to support and monitor GAIN/GROW participants' progress. The Commission encourages the utilization of GAIN/GROW participants in the delivery of contracted services.

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for the opening. Additionally, Proposers shall agree to provide employed GAIN/GROW participants access to the Proposers employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who do not agree to meet this requirement shall not be considered for contract award.

1.27 Commission Quality Assurance Plan

After contract award, the Commission will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in *Appendix B - Statement of Work*. The Contractor's deficiencies, which the Commission determines are severe or continuing and that may jeopardize performance of the Contract, will be reported to the Executive Director. The report will include improvement/corrective action measures taken by the Commission and the Contractor. If improvement does not occur consistent with the corrective action measures, the Commission may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.28 Recycled Paper

The Proposer shall be required to comply with the Commission policy on recycled paper as specified in *Appendix A - Sample Contract*.

1.29 Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix D – Required Notices* of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 Jury Service Program

The prospective contract is subject to the requirements of the Commission Contractor Employee Jury Service Program ("Jury Service Program"). Prospective Proposers should carefully read what is written below, and the pertinent jury service provisions contained in *Appendix A - Sample Contract*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Proposers and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.1 The Jury Service Program requires Proposers and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Proposer, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Proposer or that the Proposer deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Proposer and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service

Program applies to all of a Proposer's full-time California employees, even those not working specifically on the Commission project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.30.2 There are two ways in which a Proposer might not be subject to the Jury Service Program. The first is if the Proposer does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the Commission or a Subcontract with a Commission Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.30.3 If a Proposer does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Proposer must so indicate in the *Certification Form and Application for Exception*, in *Appendix C - Required Forms*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the Commission will determine, in its sole discretion, whether the Proposer falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The Commission decision will be final.

1.31 Notification to Commission of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the Commission of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on *Proposer's Questionnaire/Affidavit in Appendix C - Required Forms*. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.32 This section intentionally left blank.

1.33 Proposer's Charitable Contributions Compliance

1.33.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.33.2 All Proposers must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act, and complete the *Charitable Contributions Certification Form*, as set forth in *Appendix C - Required Forms*. A completed form is a required part of any contract with the Commission.

1.33.3 In the Charitable Contributions Certification Form, Proposers certify either that:

- They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a Commission contract, **OR**
- They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.33.4 Proposers that do not complete the *Charitable Contributions Certification Form* as part of the solicitation process may, in the Commission sole discretion, be disqualified from contract award. A Commission contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both.

1.34 Request for Taxpayer Identification Number Certification

The person, firm or corporation selected to enter into the contract with the Commission shall be required to provide the Commission with a completed Federal W-9 form, including taxpayer identification number or social security number, in order to comply with federal tax information regulations. If this document is not supplied, the Commission retains the right to withhold payment on invoices in accordance with Internal Revenue Service (IRS) guidelines, as outlined in Publication 1281. The Commission has the right to withhold these payments without being charged late charges or fees.

1.35 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Contractors should carefully read the Defaulted Tax Program Policy, *Appendix D – Required Notices* and the pertinent provisions of the *Sample Contract—Appendix A*, Sections 44 and 45, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program Implementation Defaulted Property Tax Reduction Program, in *Appendix C - Required Forms*.

Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.36 This section intentionally left blank.**1.37 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking**

1.37.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County Contract.

1.37.2 The Contractors are required to complete and submit in *Appendix C - Required Forms, Zero Tolerance Human Trafficking Policy Certification*, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Section 54 (Compliance with County's Zero Tolerance Human Trafficking Policy) in *Appendix A – Sample Standard Contract*. Further, contractors are required to comply with the requirements under the said provision for the term of any contract awarded pursuant to this solicitation.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 Commission Responsibility

The Commission is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP (02/07/17)
- Proposer's Pre-Proposal Meeting (02/14/17 @ 1:30 p.m.– 2:30 p.m.)
- Written Questions Due (02/17/17)
- Questions and Answers Released (02/22/17)
- **Proposals due by (03/15/17 @ 3:00 p.m.)**

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request to:

Humberto Barboza Jr., Senior Procurement Coordinator
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Humberto.Barboza@lacdc.org

A request for a Solicitation Requirements Review may be denied, in the Commission's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) calendar days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and,
4. The request for a Solicitation Requirements Review asserts either that:

- a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
- b. due to unclear instructions, the process may result in the Commission not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Commission's determination shall be provided to the requesting person or entity, in writing, prior to the proposal due date.

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the Procurement Coordinator identified below. All questions must be received by the date stated in section 2.3, RFP Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the RFP. Commission reserves the right to group similar questions when providing answers.

Questions should be addressed to:

**Raymond Webster, Procurement Coordinator
Community Development Commission of the County of Angeles
700 W. Main Street,
Alhambra, CA 91801
rwebster@lacdc.org
FAX (626) 943-3838**

2.6 This section intentionally left blank.

2.7 This section intentionally left blank.

2.8 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held to discuss the RFP requirements. Commission staff will respond to questions from potential Proposers. It is recommended that all potential Proposers attend this meeting. However, proposals will not be rejected (disqualified) because of failure to attend the meeting. The meeting is scheduled as follows:

**February 14, 2017
1:30 p.m. – 2:30 p.m.
700 W, Main Street
Alhambra, CA 91801**

2.9 Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All Business Proposals must be **submitted in 3-ring binders, tabbed and in the prescribed format**. Any Proposal that deviates from this format may be rejected without review at the Commission sole discretion.

2.10 Business Proposal Format

The content and sequence of the proposal must be as follows:

- Proposer's Questionnaire / Affidavit
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan (Section D)
- Acceptance of Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW) (Section E)
- Business Proposal Required Forms (Section F)

2.10.1 Proposer's Questionnaire / Affidavit

The Proposer shall complete, sign and date the *Proposer's Questionnaire/Affidavit* that can be found in *Appendix C—Required Forms*. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

2.10.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.10.3 Executive Summary (Section A)

On the Proposer's letterhead, condense and highlight the contents of the Proposer's Business Proposal to provide the Commission with a broad understanding of the Proposer's approach, qualifications, experience, and staffing. The Proposer shall confirm his/her awareness of the Conflict of Interest language found in *Appendix A – Sample Contract*.

2.10.4 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

2.10.4.1 Proposer's Background and Experience (Section B.1)

The Proposer must provide, on company letterhead, relevant information to demonstrate that the Proposer meets the minimum requirements related to background (training, certification, licensure, etc.) and work experience stated in Sub-paragraph 1.4

of this RFP, and has the capability to perform the required services as a corporation or other entity, as specified in *Appendix B – Statement of Work*.

The Proposer must include specific information on the firm's staffing capacity. The Proposer must provide an **organizational chart** and list the number of staff persons, by job classifications, who will be involved in the administration of the Contract.

The Proposer must include the following at a minimum:

- 2.10.4.1.1 A discussion of the firm's experience preparing Consolidated Plans. Include resumes or descriptions of the experience and educational background of the firm's principal(s).
- 2.10.4.1.2 A description, including names and titles, of the project team the proposer has selected to prepare the Consolidated Plan. Include an organization chart indicating who will be assigned to each Task as identified in the Statement of Work (Appendix B). The Designated Project Manager who will take the lead role in communicating with Commission staff regarding the Consolidated Plan. Attach resumes for each project team member, as well as a description of each one's prior experience preparing Consolidated Plans or similar studies.
- 2.10.4.1.3 The Proposer shall indicate the total number of Consolidated Plans completed that have been approved by HUD; the grantee or jurisdiction the Consolidated Plan was prepared for indicating whether the grantee is a large grantee; and the date each study was completed.
- 2.10.4.1.4 The Proposer shall discuss the Proposer's qualifications and experience in developing similar studies and projects for presentation in both the printed form and online. The Proposer shall include a discussion on the resources available to the consultant in developing maps, graphs, charts, tables and other graphic representations that are likely to be used for a Consolidated Plan.
- 2.10.4.1.5 The Proposer shall provide a link to a website to indicate its experience in conducting Consolidated

Plans as well as formatting documents online, including using graphic representations.

2.10.4.2 Proposer's References (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate.

The Proposer must complete and include the following from *Appendix C - Required Forms*:

- *Prospective Contractor References*—
Proposer must provide five (5) references where the same or similar scope of work was provided.
- *Prospective Contractor List of Contracts*—
The listing must include **all Public Entities** contracts for the last three (3) years. Use additional sheets if necessary.
- *Prospective Contractor List of Terminated Contracts*—
Listing must include **all** contracts terminated before the expiration date within the past three (3) years with a reason for termination.

The Commission, in its sole discretion, may disqualify a Proposer if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
- the Commission is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

2.10.5 Proposer's Approach to Provide Required Services (Section C)

The Proposer must provide, on company letterhead, a detailed description of the methodology the Proposer will use to meet the requirements set forth in *Appendix B – Statement of Work*, and how the services will be performed. This includes the development of the overall process schedule illustrating each task in developing the Consolidated Plan.

The Proposer must include at a minimum:

2.10.5.1 Citizen Participation Process: Focus Groups

- 2.10.5.1.1 Proposer must provide a plan to hold and facilitate four (4) focus Groups for community leaders, representatives and advocates to assess housing and community development

needs. The plan must include a discussion of the method(s) the contractor proposes to use to facilitate the focus groups as well as how the contractor will utilize and incorporate the input from the focus groups into the various sections of the Consolidated Plan.

2.10.5.1.2 The Proposer shall provide a half page discussion of important topics/issues, based on Los Angeles County demographics, that the Proposer believes could warrant further exploration during the focus groups.

2.10.5.1.3 The Proposer shall provide a timeline to conduct the focus groups and incorporate the information into the Consolidated Plan.

2.10.5.1.4 The Proposer must provide a description of its experience in conducting focus groups and/or community meetings hosted and the number conducted. Also indicate the jurisdiction, client, or communities on whose behalf that the focus groups were conducted. Please provide a sample agenda from a focus group or community meeting conducted by your firm.

2.10.5.2 Housing and Community Development Needs Assessment [24 CFR 91.215]

2.10.5.2.1 The Proposer must include an outline for the Housing and Community Development Needs Assessment. The outline will clearly address each aspect of the needs assessment as required by HUD as cited above, and will note the relevant regulatory citation. It must include how it will comply with all Consolidated Plan requirements, including conforming amendments with respect to the Emergency Solutions Grant Program as well as any others.

2.10.5.2.2 The Proposer shall provide a list of maps and tables the consultant recommends to illustrate ethnic, racial, and income concentrations, housing information, and other applicable characteristics. Please provide a sample map that is representative of the quality of maps your firm produces.

2.10.5.2.3 The Proposer shall provide a timeline that includes milestones necessary to complete the Housing and Community Needs Assessment.

2.10.5.2.4 The Proposer shall provide a description of its experience in developing housing, homeless, and community development

needs assessments. Within the description, the Proposer must indicate its experience in developing matrixes and tables describing the assessment.

2.10.5.3 Format and Presentation

2.10.5.3.1 The Proposer must include a thorough discussion of its qualifications and experience in developing Consolidated Plans for presentation in both printed form, on CD-ROM, and online.

2.10.5.3.2 The Proposer shall include a thorough discussion of the resources available to the Proposer relative to meeting these format and presentation expectations as well as including sample maps, graphs, charts, tables, illustrations, and other graphic representations that are likely to be used in a Consolidated Plan.

2.10.5.3.3 The Proposer shall provide a web link to a sample Consolidated Plan that is posted online and is representative of the Proposer's ability to produce a high quality document.

2.10.5.4. Project Scheduling, Technical Consultation, and Support During the Consolidated Plan Approval Process

2.10.5.4.1 The Proposer shall include a thorough discussion of the elements necessary to completing the contract relative to scheduling, technical consultation and overall Consolidated Plan support. The discussion should elaborate on the Proposer's past experience in these areas and shall provide stated examples where developing and following project timelines were critical elements to a project.

2.10.5.4.2 The Proposer shall provide a monthly schedule that includes the general tasks described in this Statement of Work.

2.10.5.5. Citizen Participation Process: Assessing Survey Results

2.10.5.5.1 The Proposer shall include a thorough discussion of the method it will use to tabulate survey results and incorporate them into the various narrative sections of the Consolidated Plan, such as the needs assessment.

- 2.10.5.5.2 The Proposer shall provide a timeline to assess the survey results and include them in the Consolidated Plan, as discussed above.
- 2.10.5.5.3 The Proposer shall include a thorough description of its experience in tabulating, assessing, and preparing narratives describing survey findings.
- 2.10.5.5.4 The Proposer shall provide a sample narrative and table relative to survey findings.
- 2.10.5.6. Citizen Participation Process: Develop the Citizen Participation Plan and Summary**
- 2.10.5.6.1 The Proposer shall include a description of the method it will use to revise the Citizen Participation Plan so that it meets the requirements of 24 CFR 91.105 as well as develop the Citizen Participation Summary.
- 2.10.5.6.2 The Proposer shall provide a timeline to revise the Citizen Participation Plan and develop the Citizen Participation Summary.
- 2.10.5.6.3 The Proposer shall include a description of its experience in developing citizen participation plans and citizen participation summaries.
- 2.10.5.7. The Housing and Community Development Five-Year Strategy [24 CFR 91.215]**
- 2.10.5.7.1 The Proposer shall include an outline for the Housing and Community Development Five-Year Strategy. The outline must clearly address each aspect of the five-year strategy required by HUD as cited above, noting the relevant regulatory citation for each. The outline shall include the information resources the Proposer plans to use to update the five-year strategy.
- 2.10.5.7.2 The Proposer shall provide a description of how the County strategic plans and other documents such as the Assessment of Fair Housing and Housing Element, will be integrated in the Five-Year Strategy.

- 2.10.5.7.3 The Proposer shall provide a discussion of the method it will use to set priorities, objectives, outcomes, actions, and benchmarks.
- 2.10.5.7.4 The Proposer shall provide a discussion and illustration of a method to link specific 2018-2019 activities to the priorities, objectives, and outcomes of the strategy. The Proposer may choose to provide charts or matrixes to illustrate the method.
- 2.10.5.7.5 The Proposer shall provide a description of its experience in developing strategic plans, including incorporating HUD's Performance Measurement System. The discussion shall also indicate the Proposer's experience in submitting the Consolidated Plan through the Integrated Disbursement and Information System (IDIS).
- 2.10.5.8. The 2018-2019 One-Year Action Plan [24 CFR 91.220]**
 - 2.10.5.8.1 The Proposer shall provide a description of its past experience in entering Action Plans in IDIS using HUD's Consolidated Plan template.
 - 2.10.5.8.2 The Proposer shall provide a description of how the Proposer proposes to integrate the 2018-2019 One-Year Action Plan into the 2018-2023 Consolidated Plan.
 - 2.10.5.8.3 The Proposer shall provide a description of the ways it may locate projects using mapping software, indicating those the Proposer found most useful for other large grantees or jurisdictions for the purpose of the Consolidated Plan. The Proposer must, at a minimum, be able to locate projects by supervisorial district, participating city, and by HUD activity code.
 - 2.10.5.8.4 The Proposer shall provide a sample map demonstrating its mapping capability. The map shall represent the extremely low-income (equal to or less than 30% of the Los Angeles County Median Family Income as of 2010) and ethnic/race population concentrations in the Second Supervisorial District. Participating Cities in the Second Supervisorial District shall be identified with boundaries and by name.
 - 2.10.5.8.5 The Proposer shall provide the name of mapping software it uses and whether it is compatible with ArcGIS.

2.10.6 Proposer's Quality Control Plan (Section D)

Provide a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in *Appendix B - Statement of Work, Exhibit 1 - Performance Requirements Summary Chart*.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and,
- Documentation methods of all monitoring results, including any corrective action taken.

2.10.7 Acceptance of Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW) (Section E)

2.10.7.1 It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the Commission expectation that in submitting a proposal the Proposers will accept, as stated, the Commission terms and conditions in the Sample Contract and the Commission requirements in the Statement of Work. The Commission reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.10.7.2 Section E of Proposer's response must include, on company letterhead:

- A statement offering the Proposer's acceptance of all terms and conditions listed in *Appendix A - Sample Contract*.
- A statement offering the Proposer's acceptance of all requirements listed in *Appendix B - Statement of Work*.

2.10.8 Business Proposal Required Forms (Section F)

Include the following forms as provided in *Appendix C - Required Forms*. Complete, sign, and date all forms.

- Application for Exception and Certification Form for the Jury Service Program
- Attestation of Willingness to Consider GAIN/GROW Participants
- Charitable Contributions Certification
- Conflict of Interest Certification
- Contingent Fee Representation and Agreement

- Defaulted Property Tax Reduction Program Certification
- EEO Certification
- Federal Lobbyist Requirements Certification
- Payee Registration Package
 - Payee Registration Form
 - Organization Information Form
 - Request for Taxpayer Identification Number and Certification
- Zero Tolerance Human Trafficking Policy Certification

NOTE: Other required forms must be included in the appropriate and designated Section of the proposal, not in Section F, Business Proposal Required Forms.

2.11 Cost Proposal Format

The content (with forms available in *Appendix C – Required Forms*) and sequence of the cost proposal must be as follows:

- Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- Cost Sheet
- Certification of Independent Cost Determination & Acknowledgement of RFP Restrictions

2.12 Proposal Submission

The original Business Proposal and five (5) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"BUSINESS PROPOSAL FOR CONSOLIDATED PLAN CONSULTING SERVICES"

The original Cost Proposal must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"COST PROPOSAL FOR CONSOLIDATED PLAN CONSULTING SERVICES"

The Proposals and copies shall be delivered or mailed to:

**Raymond Webster, Procurement Coordinator
Community Development Commission
700 W. Main Street
Alhambra, CA 91801**

2.13 Late Submissions, Modifications, and Withdrawal of Proposals

It is the sole responsibility of the Proposer to ensure that its proposal is received before the submission deadline. Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals

received after the scheduled closing date and time for receipt of proposals, as listed in section 2.3, RFP Timetable, will not be accepted and will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Upon written request, submitted proposals may be withdrawn at any time before the submission closing date and time. Proposals that are withdrawn for modification must be re-submitted before the closing date and time. At the closing date and time, all proposals submitted shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit proposals.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The Commission reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal after the submission closing date and time.

An Evaluation Committee selected by the Commission will make an evaluation of the proposals. The Committee will use the evaluation approach described herein to select a prospective Contractor.

All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective Contractor has been selected, the Commission and the prospective Contractor(s) will finalize a Contract for submission to the Executive Director for consideration and possible approval. The recommendation to award a Contract will not bind the Executive Director to award a Contract to the prospective Contractor. If a satisfactory Contract cannot be finalized, the Commission may, in its sole discretion, begin contract discussions with the next qualified Proposer who submitted a proposal, as determined by the Commission.

The Commission retains the right to select a Proposal other than the Proposal receiving the highest number of points if the Commission determines, in its sole discretion, that another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the Commission.

3.2 Adherence to Minimum Requirements (Pass/Fail)

A proposal must adhere to the minimum requirements outlined in Section 1.4, Minimum Requirements. Failure of the Proposer to comply with the minimum requirements may result in the proposal being eliminated from any further consideration. However, the Commission, in its sole discretion, may waive any inconsequential disparities in a proposal if the sum and substance of the proposal is present.

3.3 Disqualification Review

A proposal may be disqualified from consideration because the Commission determined it was non-responsive at any time during the review/evaluation process. If the Commission determines that a proposal is disqualified, the Commission shall notify the Proposer in writing.

Upon receipt of the written Notice of Non-Responsiveness, the Proposer may, within the timeframe specified in the written determination, submit a written request

for a Disqualification Review to:

Humberto Barboza Jr., Procurement Supervisor
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Humberto.Barboza@lacdc.org

A request for a Disqualification Review may, in the Commission's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the Notice of Non-Responsiveness); and
3. The request for a Disqualification Review asserts that the Commission's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, within seven (7) calendar days of receiving the request for a Disqualification Review.

3.4 Business Proposal Evaluation Criteria (75%)

3.4.1 Proposer's Qualifications (25%)

3.4.1.1 Proposer's Background and Experience (15%)

Proposer will be evaluated on their background and experience, and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.

3.4.1.2 Performance History Analysis (10%)

Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the Commission Contract files, if applicable, and all Public Entity contracts for the last three (3) years, and all contracts terminated before the expiration date.

3.4.2 Proposer's Approach to Providing Required Services (50%)

The Proposer will be evaluated on its description of the methodology to be used to meet the Commission requirements based on information provided in Section C of the proposal.

3.5 Cost Proposal Evaluation Criteria (25%)

The maximum number of possible points will be awarded to the lowest total cost proposal as indicated in Section I of the Cost Sheet. All other cost proposals will be compared to the lowest cost and lesser points will be awarded proportionately.

3.6 This section intentionally left blank.

3.7 Protest Process

3.7.1 Debriefing Process

Upon completion of the proposal evaluations, the Commission shall notify the non-selected Proposers in writing that the Commission is recommending a contract with another Proposer. Upon receipt of the Notice of Non-Selection, any non-selected Proposer may submit a written request for a Debriefing with the Procurement Coordinator within the timeframe specified in the Notice. A request for a Debriefing may, in the Commission's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because a contract recommendation with the selected Proposer is not yet complete, the identity of and the responses from other Proposers shall not be discussed, although the Commission may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Commission will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer may submit a Protest of Contract Award (see Section 3.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.7.2 Protest of Contract Award

Any non-selected Proposer may submit a written Protest of Contract Award, in the manner and timeframe as specified by the Commission.

A Protest of Contract Award may, in the Commission's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity submitting a Protest of Contract Award is a Proposer;
2. The Protest of Contract Award is submitted timely (i.e., by the date and time specified in the Notice of Recommendation for Contract Award);
3. The person or entity submitting a Protest of Contract Award asserts in appropriate detail with factual reasons one or more of the following grounds for review:

- a. The Commission materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Commission made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The Protest of Contract Award sets forth sufficient detail to demonstrate that, but for the Commission's alleged failure, the Proposer would have been the highest-scored proposal.

The assertions included in the Protest of Contract Award may be with respect to the protestor's proposal, or with respect to the recommended contractor's proposal, provided that the assertions satisfy all the required criteria.

Upon receiving the Protest of Contract Award, the Commission Procurement Supervisor shall issue a written Notice of Protest Determination to the Proposer within seven (7) calendar days following receipt of the Protest of Contract Award. The Notice of Protest Determination shall instruct the Proposer of the manner and timeframe for requesting an Appeal of Protest Determination.

3.8 Appeal of Protest Determination

Any Proposer who is not satisfied with the results of the Notice of Protest Determination may submit a written Transmittal for Appeal of Protest Determination in the manner and timeframe specified by the Commission's written Notice of Protest Determination.

An Appeal of Protest Determination may, in the Commission's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting an Appeal of Protest Determination is a Proposer;
2. The request for an Appeal of Protest Determination is submitted timely (i.e., by the date and time specified by the Commission in the Notice of Protest Determination); and
3. The person or entity requesting an Appeal of Protest Determination has limited the request to items raised in the Protest of Contract Award and new items that

(a) arise from the Commission's written Notice of Protest Determination, and that (b) meet the same required criteria established for submitting a Protest of Contract Award.

APPENDIX A

SAMPLE CONTRACT

CONTRACT FOR CONSOLIDATED PLAN CONSULTING SERVICES

This Contract is made and entered into this ____ day of _____ 2017, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission," and _____, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed Consolidated Plan Consulting Services. On _____, 2017, in response to the Commission's Request for Proposals, the Contractor submitted a bid to furnish the hereinafter-described Consolidated Plan Consulting Services to the Commission.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on as of the day and year first above written, and shall remain in full force and effect for twenty-four (24) months until _____, unless sooner terminated as provided herein.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

- A. The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed _____ Dollars (\$_____), and the total amount of compensation under this Contract will not exceed _____ Dollars (\$_____), which shall include all related expenses.
- B. The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Commission's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Commission at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and other local funds, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to

pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information, and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the Commission.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Commission, Housing Authority of the County of Los Angeles ("Housing Authority"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full

coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

Contractor Name

The insurance policies set forth herein shall be primary insurance and non- contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which the Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate\$2,000,000
Products/Completed Operations Aggregate\$2,000,000

Personal and Advertising Injury	\$1,000,000
Each Occurrence.....	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for the Contractor's work on such policy.

This policy shall also include coverage for explosion, collapse, and underground ("XCU") property damage liability.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE appropriate to the professional's profession in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If the Contractor is not providing professional services, then it is the responsibility of the Contractor to obtain separate written approval from the Commission to eliminate this professional liability insurance requirement.

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily

injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of the Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate The Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing The Contractor's compliance with all contract terms and performance standards. The Contractor's deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and The Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to The Contractor. In the event of such termination, The Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C, or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice

thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon The Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission Child Support Compliance Program and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal

Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of The Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of The Contractor, pursuant to the Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's and the Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The CSSD will supply the Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee, or joint venture between the Commission and the Contractor.

19. EMPLOYEES OF THE CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. The Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments, or conduct from the Contractor's employees, agents, or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees, or agents of the Commission against any and all the Contractor's employees, agents or subcontractors providing services for the

Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state, and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training, and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative Contract, and any extension, continuation, renewal, amendment, or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.

- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor, or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five (5) years, that The Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.

- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors, and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program or that the Contractor qualifies for an exception to the Jury Service Program, The Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the Commission, Housing Authority, or County, or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

If the Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and The Contractor shall immediately notify the Commission if The Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Commission's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any

other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Scott Stevenson, Director
 Community Development Commission
 Community Development Division-Grants Management Unit
 700 W. Main Street
 Alhambra, CA 91801

The Contractor: [Contractor's Contact Person Name and Title]
 [Contractor's Company Name]
 [Contractor's Address]
 [Contractor's City, State, and Zip Code]

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by the U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of

2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. THIS SECTION LEFT INTENTIONALLY BLANK

45. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

47. THIS SECTION LEFT INTENTIONALLY BLANK

48. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

49. THIS SECTION LEFT INTENTIONALLY BLANK

50. THIS SECTION LEFT INTENTIONALLY BLANK

51. THIS SECTION LEFT INTENTIONALLY BLANK

52. THIS SECTION LEFT INTENTIONALLY BLANK

53. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

54. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

The Contractor acknowledges that the County of Los Angeles has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the Commission shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The Commission will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

55. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

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SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT
COMMISSION
OF THE COUNTY OF LOS ANGELES

(CONTRACTOR NAME)

By _____

Sean Rogan
Executive Director

By _____

(Name of Authorized Representative)
(Title of Representative)

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
COMMUNITY DEVELOPMENT DIVISION

By _____

Behnaz Tashakorian
Senior Deputy County Counsel

By _____

Scott Stevenson
Director

APPENDIX B

STATEMENT OF WORK

APPENDIX B

STATEMENT OF WORK (SOW) FOR CONSOLIDATED PLAN CONSULTING SERVICES

1.0 STATEMENT OF WORK

The Community Development Commission of the County of Los Angeles (Commission) is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. With approximately 580 employees, the Commission functions in the unincorporated areas of the County and in 47 cities which participate in the CDBG program.

The Commission is seeking a Contractor to provide Consolidated Plan consulting services.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall have a minimum of five (5) years of experience in the past ten years, in developing consolidated plans or closely related planning documents.
- 2.2** The Contractor shall provide qualified personnel with five (5) years of experience to perform all work in accordance with the statement of work.
- 2.3** The Contractor shall provide a qualified Project Manager that will be accessible throughout the project.
- 2.4** The Contractor shall complete the tasks under Section 3.0 according to the schedule in Exhibit 2 to this SOW.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Project Scheduling, Technical Consultation, and Support During the Consolidated Plan Approval Process

The Contractor shall provide the following to meet the requirements of project scheduling, technical consultation and support:

- 3.1.1** The Contractor shall prepare a detailed schedule of performance that will encompass all phases of the Consolidated Plan development including research, citizen participation, development, and the submission and approval process. The schedule must be submitted to the Commission within 30 days of contract execution and include, but is not be limited to, the following elements:

- 3.1.1.1** A pre-development meeting to introduce staff, review the contract, establish responsibilities, and coordinate contract start-up.
- 3.1.1.2** Two (2) monthly meetings with Commission staff during the first three (3) months of the Consolidated Plan development to discuss, coordinate and oversee the initial stages of the project.
- 3.1.1.3** One meeting per month with Commission staff for the balance of the contract with the option of more meetings to be scheduled as needed during the Consolidated Plan development to coordinate and oversee the final phases of the project.
- 3.1.1.4** A listing of a minimum of four (4) focus groups to obtain input as described under section 3.2 below.
- 3.1.1.5** The establishment of target dates for completion of all the specific work requirements described herein, based on the deadlines in Exhibit 2.
- 3.1.1.6** The establishment of target dates for preliminary, rough and final draft Consolidated Plan product submission.
- 3.1.1.7** Projected dates for final Consolidated Plan document review by staff and executive management, as well as public review and comment and final Board Office review and approval. The public comment period is scheduled for April 21, 2018 – May 22, 2018. Board Office review is tentatively to begin on April 14, 2018. The Board Agenda date, in which the Commission receives approval for the Consolidated Plan, is scheduled for May 22, 2018.

3.2 Citizen Participation Process: Focus Groups

- 3.2.1** The Contractor shall conduct four (4) focus groups with community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and the disabled, public housing advocates, business and economic development interests, and County and other governmental departments, as required by HUD (see 24 CFR 91.100 and any other requirements prescribed by HUD).
- 3.2.2** The Contractor shall be responsible for planning and conducting each focus group, including venue setup and teardown.
- 3.2.3** The Contractor shall recommend topics to be discussed at each focus group, based on prior consolidated plan focus group topics, current needs and issues, and other relevant sources.
- 3.2.4** The Contractor shall submit a schedule of the focus groups, including dates, times, locations, discussion topics, and presenters, at least 30 days prior to the first scheduled meeting.

The Contractor shall utilize existing County facilities for these meetings to the greatest extent possible.

3.2.5 The Contractor shall submit a description, including agendas, resource materials, presentations, and written materials for each focus group 15 days prior to the meeting date.

3.2.6 The Contractor shall document the results of each meeting including meeting minutes, comment sheets, and other records; and prepare meeting summaries, conclusions, and recommendations and incorporate the information into the Consolidated Plan's needs assessment, strategic plan, appendix, and other sections as appropriate.

3.3 The Housing and Community Development Needs Assessment

The following are tasks that the Contractor will be responsible for in preparing the Housing and Community Needs Assessment:

3.3.1 The Contractor shall prepare the Housing and Community Needs Assessment in accordance with 24 CFR 91.205, 24 CFR 91.215(e)(1), 24 CFR 91.210, and any other requirements prescribed by HUD.

3.3.2 The Contractor shall prepare maps to illustrate low- and moderate-income areas, population by race and ethnicity, unemployment population, poverty population, and other maps as requested. These maps shall include the following boundaries: the Los Angeles Urban County, unincorporated areas, Supervisorial Districts, participating cities, and non-Los Angeles Urban County areas. These maps must be incorporated into the relevant sections of the Housing and Community Development Needs Assessment.

3.3.3 The Contractor shall prepare the Housing and Community Development Needs Assessment with the most recent Census data available including, but not limited to, housing price data, public housing information, and homeless need data.

3.3.4 The Contractor shall also use HUD's Comprehensive Housing Affordability Strategy (CHAS) and other data required by HUD in completing the Housing and Community Needs Assessment. This will include populating the data into tables, including those prescribed by HUD.

3.3.5 The Contractor shall prepare the Housing and Community Needs Assessment so that it is reader friendly to the public. This will include using charts, tables, and matrices where necessary to convey data so that the relevant sections are clear and concise.

3.3.6 The Contractor shall use HUD's Template and Mapping Tool to the greatest extent possible.

3.4 Citizen Participation Process: Assessing Survey Results

For the 2018-2023 Consolidated Plan, the Commission will hold up to five (5) community meetings throughout the County to solicit input on housing and community development needs. During the community meetings, the Commission will conduct a survey of the residents to enable them to identify and prioritize their community's housing and non-housing needs for the next five (5) years.

The survey will also be disseminated to public housing sites and through various other methods of distribution. Participating agencies will also distribute the survey and it will be posted on the Commission's website via Survey Monkey. **The survey will be conducted between September 1, 2017 through October 31, 2017.** The Contractor will be required to assess the survey results and incorporate them into the various sections of the Consolidated Plan. For the 2013-2018 Consolidated Plan, the Commission collected approximately 1,600 surveys.

The Contractor will be responsible for the following tasks involving assessing the survey results and including them in the Consolidated Plan:

- 3.4.1** The Contractor shall enter all completed hard copy surveys into Survey Monkey.
- 3.4.2** The Contractor shall analyze the survey results and include them in the Consolidated Plan's need assessment sections using tables or matrices.
- 3.4.3** The Contractor shall include narratives in the Consolidated Plan's need assessment sections describing the survey results.
- 3.4.4** The Contractor shall develop and include a summary of the survey results in the Consolidated Plan's appendix.
- 3.4.5** The Contractor shall provide a copy of the survey analysis to the Commission.

3.5 Citizen Participation Process: Develop the Citizen Participation Plan and Summary

The Citizen Participation Plan will describe opportunities for the public to be involved during the five-year Consolidated Plan cycle as required by HUD (see 24 CFR 91.105).

The following are tasks in which the Contractor will be responsible for relative to developing the Citizen Participation Plan and Citizen Participation Summary:

- 3.5.1** The Contractor shall revise the current Citizen Participation Plan to meet all HUD requirements and incorporate the updated plan into the Consolidated Plan.
- 3.5.2** The Contractor will be responsible for revising the Language Participation Plan, including assessing current Census data to determine which populations have the most persons that do not speak English or speak English well.
- 3.5.3** The Contractor will develop a Citizen Participation Summary which describes how the public was involved in the development of the Consolidated Plan and Action Plan. The Citizen Participation Summary must be included in the Consolidated Plan and Action Plan.

3.6 The Housing and Community Development Five-Year Strategy

The Contractor will prepare the Housing and Community Development Five-Year Strategy, which sets priorities, objectives, outcomes, actions and benchmarks, and links strategy priorities, and outcomes to specific 2018-2019 Action Plan projects.

The following are tasks in which the Contractor will be responsible for in preparing the Housing and Community Development Five-Year Strategy as required by the Consolidated Plan regulations [24 CFR 91.215]:

- 3.6.1** The Contractor shall develop a format to that will link current and future one-year action plan projects to the five-year strategy. Linking projects to the strategy will facilitate the tracking of accomplishments when preparing the Consolidated Annual Performance and Evaluation Report required by HUD.
- 3.6.2** In developing the format, the Contractor must incorporate Performance Measurement data required by HUD.
- 3.6.3** The Contractor shall review the Commission's Strategic Plan and other County Department strategic plans and include any relative information from these plans that may further articulate the Institutional Structure and Coordination of the Urban County Program in implementing the priorities and objectives of the Consolidated Plan's Five-Year Strategy.
- 3.6.4** The Contractor shall include the County's Fair Housing Strategy and Action Plan, as prepared by Commission staff, in this portion of the Consolidated Plan document. The selected consultant will format the Fair Housing Strategy and Action Plan to be consistent with the Consolidated Plan.

- 3.6.5** The Contractor must use HUD's template to develop the Housing and Community Development Five-Year Strategy.
- 3.6.6** The Consultant shall address all other requirements according to the Consolidated Plan regulations [24 CFR 91.215] or any others prescribed by HUD.

3.7 Format and Presentation

The following are tasks in which the Contractor will be responsible for in terms of Consolidated Plan and One-year Action Plan formatting and presentation:

- 3.7.1** The Contractor shall develop both the Consolidated Plan and Action Plan within HUD's Integrated Disbursement and Information System (IDIS) and outside of IDIS as a public review document. The public review document must be reader friendly and meet plain English standards.
- 3.7.2** The Contractor shall include Executive Summaries in both the Consolidated Plan and One-Year Action Plan that are easy to read and summarizes key information from each section of the documents.
- 3.7.3** The Contractor shall develop the document to include graphs, charts, matrices, pictures, maps, tables or graphics to clearly convey information to the public, as needed.
- 3.7.4** The Contractor shall provide five (5) bound hard copies of all drafts submitted as well as a master copy of each document in Microsoft Word and in PDF with all supporting files on CD-ROM disk or flash drive.
- 3.7.5** The Contractor shall provide ten (10) bound hard copies of each final document, as well as, a master copy of each document in Microsoft Word and PDF with all supporting files on CD-ROM disk or flash drive. The Commission will have ownership of all final products.
- 3.7.6** The Contractor shall enter the Consolidated Plan and Action Plan in IDIS using HUD's Consolidated Plan Template.

3.8 The 2018-2019 One-Year Action Plan

The following are tasks in which the Contractor will be responsible for in preparing the 2018-2019 One-Year Action Plan [24 CFR 91.220]:

- 3.8.1** The Contractor shall enter the 2018-2019 One-Year Action Plan in IDIS using HUD's Consolidated Plan template.
- 3.8.2** The Contractor shall integrate the 2018-2019 One-Year Action Plan into the 2013-2018 Consolidated Plan by editing the plan

and ensuring that the formats are consistent using HUD's Template.

- 3.8.3** The Contractor shall produce computer-generated maps to indicate geographically, including by Supervisorial District and Countywide, how the Los Angeles Urban County will direct assistance to low-income and minority concentrated areas during fiscal year 2018-2019. These maps must be included in the 2018-2019 One-Year Action Plan.

3.9 Other Consolidated Plan Consulting Services

The Contractor shall provide additional consulting services related to the Consolidated Plan and Action Plan on as needed basis by making available the Project Manager or Principal responsible for development of these plans to meet with Commission and/or Board of Supervisor staff. This includes making any revisions to the Consolidated or Action Plan, as requested by HUD.

4.0 RESPONSIBILITIES

The Commission and the Contractor's responsibilities are as follows:

Commission

4.1 Personnel

- The Commission shall monitor the Contractor's performance in the daily operation of this Contract.
- The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- The Commission shall prepare amendments to the Contract in accordance with the Contract.

4.2 Furnished Items

- Citizen Participation Process: Focus Groups
 - The Commission will secure a meeting space for each forum, provide a laptop, screen, and LCD projector as needed.
 - The Commission will also provide translators as needed.
 - The Commission will assist the consultant in identifying prospective participants.
- Citizen Participation: Assessing Survey Results

- The Commission will pay for the Survey Monkey service if it's used.

Contractor

4.3 Project Manager

- 4.3.1** The Contractor shall provide a full-time Project Manager with five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.
- 4.3.2** The Contractor's Project Manager shall act as a central point of contact with the Commission and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- 4.3.3** The Contractor shall provide a telephone number where the Project Manager may be reached during regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 4.3.4** The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.4 Personnel

- 4.4.1** The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

4.5 Uniform/Identification

- 4.5.1** The Contractor's employees must wear visible identification when working under the Contract on Commission property. The identification shall be:
 - Commission Visitor ID
- 4.5.2** The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.6 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.7 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.9 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting including the meeting identified under 3.1 of this SOW. Failure to attend will cause an assessment of \$50.00.

5.0 HOURS / DAYS OF WORK

Commission office hours are from 8:00 a.m. to 5:00 p.m. Commission offices are closed on the following Holidays:

- New Years Day
- Martine Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

6.0 COMMISSION'S QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of

the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor; and
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem, and
 - and the time elapsed between identification and completed corrective action.
- The record shall be provided to the Commission upon request.

7.0 QUALITY ASSURANCE PLAN

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

7.1 Performance Requirements Summary (Exhibit 1)

The Commission shall use a Performance Requirements Summary (PRS) chart, Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement);
- The method to be used to monitor work performance; and
- The fees/deductions to be assessed for each service that is not satisfactory.

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence;

- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS;
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance; and
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor's future invoice.

This section does not preclude the Commission's right to terminate the contract upon 30 days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

7.2 Periodic Performance Reviews

The Commission will conduct periodic reviews to evaluate the Contractor's performance. This includes reviewing monthly progress review reports submitted by the Contractor.

7.3 Contract Deficiency Notice

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

7.4 Commission Observations

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 SUBCONTRACTING

The Contractor may use subcontractors to assist with any of the tasks outlined in Sections 3.2 through 3.8 if approved in advance by the Commission. The Contractor would be responsible for paying the subcontractor directly. The Contractor's fees stipulated in the Contract Fee Schedule must be inclusive of any subcontracting expenses.

9.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.

EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.1 - Project Scheduling, Technical Consultation, and Support During the Consolidated Plan Process	Work products submitted, including schedule of performance and monthly progress reports and meeting attendance.	Review of work products, meeting attendance	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.
SOW Section 3.2 - Citizen Participation Process (CPP): Focus Groups	Meeting deadlines for submission of strategies, conduct of meetings, and meeting documents.	Receipt of materials and conduct of meetings by the appropriate deadlines.	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.
SOW Section 3.3 – Housing and Community Development (HCD) Needs Assessment	Work products submitted that meet federal regulations and SOW requirements.	Review of Work Products	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.
SOW Section 3.4 – CPP: Assessing Survey Results	Work products that meet SOW requirements.	Review of Work Products	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.5 – CPP: Develop the CPP and Summary	Work products submitted that meet SOW requirements.	Review of Work Products	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.
SOW Section 3.6 – HCD Five-Year Strategy	Develop the HCD Five-Year Strategy	Review of Work Products	Denial of invoice until submission of satisfactory documents.
SOW Section 3.7 – Format & Presentation	Work products that meet SOW requirements.	Review of Work Products	Denial of invoice until submission of satisfactory documents.
SOW Section 3.8- 2018-2019 One- Year Action Plan	Prepare the One-Year Action Plan	Review of Work Products	Denial of invoice until submission of satisfactory documents.

EXHIBIT 2

REQUIRED COMPLETION DATES

TASK	REQUIRED COMPLETION DATE
TASK 3.1 – Project Scheduling, Technical Consulting, & Support of the CP Process	30 days following contract execution
Task 3.2 – Citizen Participation Process (CPP): Focus Groups	Focus group schedule, 30 days prior to first focus group; materials, 15 days prior to each focus group meeting
Task 3.3 – The Housing and Community Development (HCD) Needs Assessment	November 1, 2017
Task 3.4 – CPP: Assessing Survey Results	January 31, 2018
Task 3.5 – CPP: Developing the CPP and Summary	January 31, 2018
Task 3.6 - The HCD Five-Year Strategy	March 1, 2018
Task 3.7 – Format and Presentation	
Task 3.7.1-Task 3.7.4 - Provide five (5) bound copies of all drafts submitted as well as a master copy of each document in Microsoft Word and/or Excel with all supporting files on CD-ROM disk.	February 1, 2018
Task 3.7.5-3.7.6 - Provide of drafts and final documents in hard copy, CD-ROM, and web pages. Enter the Consolidated Plan into IDIS.	March 11, 2018
Task 3.8 – 2018-2019 One-Year Action Plan	April 1, 2018

APPENDIX C

REQUIRED FORMS

**COST SHEET FOR
2018-2023 CONSOLIDATED PLAN CONSULTING SERVICES**

The Proposer shall provide a cost to perform all services specified in Appendix B, Statement of Work in Section I Consolidated Plan Consulting Services, except for Section 3.9 – Other Consolidated Plan Consulting Services. The proposed costs shall include all equipment, supplies, labor, licenses, and all related expenses, including travel expenses. All traveling expenses shall be paid in accordance with Appendix E, Commission's Travel Policy, as applicable. In addition, the Proposer shall provide hourly rates for each type of personnel based in Section II, Other Consolidated Plan Consulting Services, that will be used on an as needed basis and not part of the Consulting Services in Section I.

Tasks	Cost
3.1 Project Scheduling, Technical Consultation and Support	\$
3.2 Focus Groups	\$
3.3 Housing and Community Development (HCD) Needs Assessment	\$
3.4 Assessing Survey Results	\$
3.5 Citizen Participation Plan and Summary	\$
3.6 HCD Five-Year Strategy	\$
3.7 Format and Presentation	\$
3.8 2018-2019 One-Year Action Plan	\$
Grand Total Items 3.1 through 3.8	\$

SECTION II: OTHER CONSOLIDATED PLAN CONSULTING SERVICES		
Title	Description of Responsibilities	Hourly Rate ¹
Principal:	Expertise on all aspects of consolidated plan development, the U.S. Department of Housing and Urban Development's (HUD) consolidated plan regulations, and presenting consolidated plans to governmental and non-governmental organizations.	\$
Associate:	Concentration of knowledge with related components of consolidated plan practices and related HUD regulations.	\$
TOTAL COST		\$

¹Hourly rate should be based on description of responsibilities, not title.

Organization Name

Authorized Representative (Print)

Authorized Representative (Signature)

Title

Date

PROPOSER'S QUESTIONNAIRE / AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name State Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name County of Registration Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes, Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. List any other names your firm has done business as within the last five (5) years.

Name Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

7. Will your firm be the sole contractor and assume complete responsibility for all work defined in the Statement of Work? _____ (Yes or No)

If no, list the Sub-Contractor(s) _____

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the boxes and fill in the blanks, as appropriate:

- ☐ **Yes** ☐ **No** Organization w/ 5 years' experience, within the last 10 years
- ☐ **Yes** ☐ **No** Project manager w/ 5 years experience, within the last 10 years
- ☐ **Yes** ☐ **No** Complies with RFP format requirements
- ☐ **Yes** ☐ **No** Certifies intent to execute a standard Commission contract
- ☐ **Yes** ☐ **No** Certifies intent to comply with Insurance Requirements
- ☐ **Yes** ☐ **No** Complies with the Child Support Compliance Program
- ☐ **Yes** ☐ **No** Certifies intent to comply with the Jury Service Program
- ☐ **Yes** ☐ **No** Declares intent to comply with GAIN/GROW requirements
- ☐ **Yes** ☐ **No** Certifies intent to comply with the Defaulted Property Tax Reduction Program
- ☐ **Yes** ☐ **No** Certifies intent to comply with the Charitable Purposes Act.
- ☐ **Yes** ☐ **No** Acknowledges compliance with the County's Commitment to Zero Tolerance Human Trafficking Policy
- ☐ **Yes** ☐ **No** Certifies intent to comply with the Safely Surrendered Baby Law

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

Proposer's Name: _____

Address: _____

E-mail address: _____

Telephone number: _____ Fax number: _____

**On behalf of _____ (Proposer's name),
I, _____ (Name of Proposer's authorized representative),
certify that the information contained in this Proposer's Questionnaire/Affidavit is true
and correct to the best of my information and belief.**

Signature

IRS Employer Identification No.

Title

CA License No. (If applicable)

Date

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by Commission/Housing Authority) _____NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Bidder/Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

**CERTIFICATION OF INDEPENDENT COST DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS
(Non-Collusive Affidavit)**

- A. By submission of this Proposal, the Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person(s) legally authorized to commit the Proposer.

PRINT NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Proposer will be required to warrant that they are authorized to bind the Proposer and company of representation.

- C. List names of all joint ventures, partners, subcontractor, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "**NONE**".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the Community Development Commission of the County of Los Angeles (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) that the Proposer **did** participate as a consultant in this RFP process, the Commission/Housing Authority shall reject this Proposal.

Print Name of Firm

Print Name of Signer

Print Title

Signature

Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() ()

Signature

Date

Name and Title (please type or print)

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any quote(s), bid(s), or proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Print Proposer Name

Print Proposer Official Title

Official's Signature

Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

DEFAULTED PROPERTY TAX REDUCTION PROGRAM CERTIFICATION OF COMPLIANCE

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
 - ☐ Mandated by federal or state law or a condition of federal or state program;
 - ☐ The purchase is made through a state or federal contract;
 - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
 - ☐ Emergency services provider for services or goods;
 - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
 - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No. : _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:



COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

PAYEE REGISTRATION PACKAGE

The Payee Registration Package contains the following documents:

- **Payee Registration form**
- **Organization Registration form**
- **Request for Taxpayer Identification Number and Certification (form W-9)**
- **Direct Deposit enrollment form**

These forms must be included in solicitation packages under “Required Forms.” Vendors must complete and submit these forms as part of their quotes, bids, or proposals.

This is not a Vendor Application Package. Vendors who wish to be included in the Commission’s vendor database and be notified of contracting opportunities must register on-line at www.lacdc.org under “Doing Business With Us.”



Community Development Commission of the County of Los Angeles

Payee Registration

To ensure accurate and prompt payment, please provide all information and return with the organization information form, authorization for direct deposit form and W-9 form to:

COMMUNITY DEVELOPMENT COMMISSION
ATTN: PROCUREMENT UNIT
700 WEST MAIN ST • ALHAMBRA CA 91801
PHONE: (626) 586-1681 • FAX: (626) 943-3807

☐ New Payee

☐ Update of Company's Information

Name of Company: _____

Contact Person: _____ Title: _____

Company Address: _____
(P.O. Box will not be accepted) Street City State Zip + 4

Billing Address/Remit To: _____
(if different from above) Street City State Zip + 4

Phone Number (_____) Fax Number (_____) Email: _____

☐ Federal I.D. No. ☐ Social Security No. ☐ Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)

Please print Federal I.D., Social Security or Federal Non-Profit No: _____

TYPE OF OWNERSHIP (check all applicable)

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Limited Liability Company

☐ Other _____

TYPE OF BUSINESS (check all applicable)

☐ Manufacturer ☐ Distributor ☐ Construction Contractor ☐ Consultant ☐ Broker/Agent ☐ Vendor

☐ Other _____

THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.

Signature _____ Title _____ Date _____

(Application is NOT valid unless signed and dated.)

FOR OFFICE USE ONLY

Date Received: _____ Date Entered: _____

Payee #: _____ Entered By: _____

Community Development Commission of the County of Los Angeles

Organization Information Form

- I. FIRM/ORGANIZATION INFORMATION** Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: _____

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Distribute the above total number of employees into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American						
Hispanic American						
Asian American						
Asian Pacific American						
Native American						
Caucasian						
Other _____						

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

- ☐ **is a Minority Business Enterprise.**

“Minority Business Enterprise,” as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

- ☐ **is a Woman Business Enterprise.**

“Woman Business Enterprise,” as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

- ☐ **is not a Minority or Woman Business Enterprise.**

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name	Authorized Signature	Title	Date



Sean Rogan
Executive Director

COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich
Commissioners

DIRECT DEPOSIT PAYMENTS NOW AVAILABLE FROM CDC AND HACOLA

REGISTER NOW WITH THIS FORM

The Community Development Commission (CDC) and Housing Authority of the County of Los Angeles (HACOLA) have implemented **Electronic Funds Transfers (EFT Direct Deposit)** for our vendors.

We hope you'll like the advantages this payment method offers:

- ✓ **Secure payments** – EFT payments are deposited directly into your bank account and cannot be lost or stolen like mailed checks.
- ✓ **Faster delivery** – EFT payments are deposited into your account within two days of the issuance of a payment.
- ✓ **Immediate availability** – EFT payments are normally available as soon as they are deposited to your account.

We will email a detailed payment summary to an email address you indicate and can also provide further assistance if you contact us at accountspayable@lacdc.org or (626) 586-1888.

Registering for this payment method is quick and easy. Please complete and return the **"Authorization Agreement for Direct Deposit"** form on the reverse side of this notice along with one of the following items:

- **Checking Accounts** – For deposits to a checking account please write "VOID" across a blank check from that account and include the voided check with your form.
- **Savings Account** – For deposits to a savings account please include a blank, pre-printed deposit slip for the savings account along with your form.

Send your completed form and the voided check or deposit slip to the address below or e-mail to: DirectDepositProgram@lacdc.org. You can also reach Accounts Payable at (626) 586-1888 or accountspayable@lacdc.org if you have any questions about our EFT program.

Community Development Commission
Administrative Services Division / Procurement Unit
700 West Main Street
Alhambra, CA 91801
DirectDepositProgram@lacdc.org

We Build Better Lives
& Better Neighborhoods





**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

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Commissioners

Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION (CDC) and
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (HACOLA)**

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS
AUTOMATED CLEARING HOUSE CREDITS (ACH)**

Vendor Name	
--------------------	--

I (we) hereby authorize Community Development Commission, hereinafter called "Commission" to initiate credit entries and if necessary, credit reversals for any credit entries in error to my (our) account indicated below, at the depository Financial Institution named below and credit such same account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

Financial Institution Name			
<input type="checkbox"/> Checking Account or	<input type="checkbox"/> Savings Account		
Routing Number			
Bank Account Number			

This authorization is to remain in full force and effect until the Commission and your depository Financial Institution have had all reasonable opportunity to act upon a written request for cancellation

Name		Title	
Signature		Date	
Email Address		Phone	

Name		Title	
Signature		Date	
Email Address		Phone	

Please return this completed form with your voided check for a checking account, or deposit slip for a savings account to:

Community Development Commission of the County of Los Angeles
Administrative Services Division / Procurement Unit
700 West Main Street
Alhambra, CA 91801
DirectDepositProgram@lacdc.org

**We Build Better Lives
& Better Neighborhoods**



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROSPECTIVE CONTRACTOR LIST OF REFERENCES

Contractor's Name: _____

List five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone/fax numbers and email address for each reference listed below are complete. Your failure to provide complete and accurate information may result in the disqualification of the incomplete listed reference.**

1. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
2. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
3. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
4. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
5. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years. Use additional sheets if necessary. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone and fax number for each Firm listed below are complete and accurate.**

1. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
2. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
5. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entitles for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone/fax numbers and email address for each firm listed below are complete.**

1. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
2. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
3. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
4. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
5. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:

APPENDIX D

REQUIRED NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles

Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2014)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2014)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name: RELIABLE BLDG MAINTENANCE INC.
Alias:
Debarment Start Date: 7/31/2012 **Debarment End Date:** 7/31/2022
Principal Owners and/or Affiliates: NAM MIN CHO, SUNG OK CHO, and NORMAN CHO

Vendor Name: ANTHONY UWAKWE, AN INDIVIDUAL
Alias:
Debarment Start Date: 12/15/2015 **Debarment End Date:** 12/14/2020

Vendor Name: APEX WASTE SYSTEMS INC
Alias:
Debarment Start Date: 12/15/2015 **Debarment End Date:** 12/14/2020
Principal Owners and/or Affiliates: Anthony Uwakwe

Vendor Name: ARROWHEAD EMANCIPATION PROGRAM
Alias:
Debarment Start Date: 7/8/2008 **Debarment End Date:** 12/31/2069
Principal Owners and/or Affiliates: Irma F. Reed Charlene Williams

Vendor Name: DAN KATANGIAN, AN INDIVIDUAL
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018

Vendor Name: DIAMOND CONTRACT SERVICES, INC.
Alias:
Debarment Start Date: 1/13/2015 **Debarment End Date:** 1/12/2020
Principal Owners and/or Affiliates: Steve Walton and Russell Richey

Vendor Name: JOHN KATANGIAN, AN INDIVIDUAL
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018

Vendor Name: KEY DISPOSAL, INC.
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

**Principal Owners
and/or Affiliates:**

John Katangian and Dan Katangian

Vendor Name:

RUSSELL RICHEY, AN INDIVIDUAL

Alias:

**Debarment Start
Date:**

1/13/2015 **Debarment End Date:** 1/12/2017

Vendor Name:

SAM SOHO NOR, AN INDIVIDUAL

Alias:

**Debarment Start
Date:**

10/18/2011 **Debarment End Date:** 10/17/2019

Vendor Name:

STEVE WALTON, AN INDIVIDUAL

Alias:

**Debarment Start
Date:**

1/13/2015 **Debarment End Date:** 1/12/2020

APPENDIX E

ADMINISTRATIVE TRAVEL POLICY



ADMINISTRATIVE POLICIES AND PROCEDURES

Approved by:

Bobbette A. Glover for
Executive Director

11/29/10
Date

() Original
() Complete Revision
(x) Partial Revision

6.4.0 Administrative Travel

6.4.1 PURPOSE

This policy provides minimum guidelines and procedures for people who travel on Commission business. Divisions may impose greater controls than required by this policy.

The Financial Management Division is responsible for periodically reviewing this policy and implementing changes approved by the Executive Director. The Executive Director, at his sole discretion, may approve exceptions to this policy.

This policy includes all related policies of the Commission, including Fleet Vehicle Management and Driving on Commission Business, which is available on the Intranet.

6.4.2 DEFINITIONS

Administrative Travel is approved travel that is necessary to carry out Commission business. It may include limited local travel or more extensive trips to attend professional meetings, conferences and similar functions.

Authorized Persons include the Executive Director, Assistant Executive Director, Division Directors, Assistant Directors, Managers and others authorized to approve staff travel, such as supervisors.

Lowest Logical Cost is the most economical cost that does not result in significant inconvenience or hardship for the traveler, such as the lowest airfare available that does not cause multiple layovers or long delays.

6.4.3 OBTAINING PERMISSION TO TRAVEL

Travelers should submit travel requests in writing to the Authorized Person with enough time to make the necessary arrangements. The request must clearly state the purpose, itinerary, estimated costs and other pertinent information. Sufficient funds must be available in the respective Division's budget to pay for the trip.

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

Form 420 is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost*.

NOTE: Travel advances issued by the Commission are considered “personal advances to the traveler” until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)

Form 430 is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within **10 business days** after the last day of travel.

6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is \$75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

- a. routing requires **no** more than one additional interim stop or change of planes each way;
- b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

- c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

C. COACH CLASS

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

D. UPGRADES

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

E. PREFERRED AIRLINES

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

F. AIRLINE FREQUENT FLYER PROGRAMS

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

G. PREPAID TICKETS

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

H. DENIED BOARDING COMPENSATION

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

I. OVERNIGHT DELAYS

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

J. CANCELLATIONS/UNUSED TICKETS

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

K. LOST OR STOLEN TICKETS

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

L. USE OF PRIVATE AIRCRAFT

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of \$100,000/\$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

M. TRAIN TRAVEL

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

N. GROUND TRANSPORTATION

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

6.4.9 DRIVING ON COMMISSION BUSINESS

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

A. VEHICLE SELECTION AND UPGRADES

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

B. VEHICLE INSPECTION BEFORE DRIVING

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430*. Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430*.

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430*.

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430*.

A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

Form 430 must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for “no show” charges unless the traveler was not at fault.

C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later(*)

(*) Travel must be at least 4 hours in total.

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

- a. a meal is included in the registration fee for the event; or the
- b. Commission pays an additional fee for a planned event meal.

Form 430, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

6.4.13 INCIDENTAL EXPENSES

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a **capital or primary city** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

Capital and primary city reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.14 PORTERAGE

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

COMMUNITY DEVELOPMENT COMISSION
TRAVEL AUTHORIZATION – ADVANCE REQUEST

Attachment A

TRAVELER _____ POSITION _____
 DIVISION _____ DEPT/PROJ NO. _____
 DATE LEAVING _____ DATE RETURNING _____ DESTINATION _____
 DESCRIPTION OF CONFERENCE, MEETING, BUSINESS, ETC. _____

ANTICIPATED COST:

Registration Fees _____ \$
 Meals (____ days @ \$ ____) _____
 Lodging (____ days @ \$ ____) _____
 Transportation _____
 Other (describe) _____
Total Estimated Cost _____ \$

CHECK REQUEST

TO TRAVELER: (charge to A/C No. 010-182) _____ \$ _____
 FOR REGISTRATION: (charge to Project No. _____) _____ \$ _____

Payee

Address

OTHER: Charge to account _____ \$ _____

PURPOSE _____

Payee

Address

TOTAL _____ \$ _____

REQUESTED BY:

APPROVED BY:

Traveler_____
Date_____
Division Director_____
Date_____
Executive Director_____
Date

**COMMUNITY DEVELOPMENT COMMISSION
TRAVEL EXPENSE REPORT**

Attachment B

TRAVELER _____

DIVISION _____

DEPARTURE (Date & Time) _____ RETURNED (Date & Time) _____

DESTINATION/PURPOSE _____

DATE	LOCATION	TRANSPORTATION		LODGING	MEALS	OTHER		REGISTRATION	TOTAL
		TYPE *	COST			TYPE	COST		
TOTALS									

*TRANSPORTATION: A-Air; TX-Taxi; B - Bus; TS - Train/Subway; CR - Car Rental

ADVANCES**SUMMARY**

DATE	PAYEE	AMOUNT

Total Expenses \$ _____
 Total Advances \$ ()
 Due Traveler \$ _____
 Due Commission \$ _____
 ATTACH CHECK

TOTAL TRAVEL ADVANCE \$ _____

This is to certify that the above expenses, as supported by the attached receipts where applicable, were incurred by the undersigned in connection with an authorized business trip for the Community Development Commission and are chargeable to Project No. _____

(Please attach a copy of the TRAVEL AUTHORIZATION ADVANCE REQUEST)

 Traveler Date

 Approval Date

 Executive Director Date

FOR FINANCIAL MANAGEMENT USE ONLY	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____