

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

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1. SCOPE OF WORK OR SERVICES.

A. Contractor shall continue to furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services at the rates or charges shown in Exhibit "B" and not to exceed \$1,482,957.00 (an aggregate total of \$1,507,957 including the \$25,000 expended under the Purchase Order).

B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

C. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of

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1 that fact and may not proceed except at Contractor's risk until written instructions
2 are received from the City.

3 E. Contractor must adopt reasonable methods during the life of
4 the Agreement to furnish continuous protection to the work, and the equipment,
5 materials, papers, documents, plans, studies and other components to prevent
6 losses or damages, and will be responsible for all damages, to persons or property,
7 until acceptance of the work by the City, except those losses or damages as may
8 be caused by the City's own negligence.

9 F. CAUTION: Contractor shall not begin work until this
10 Agreement has been signed by both parties and until Contractor's evidence of
11 insurance has been delivered to and approved by City.

12 2. TERM. The term of this Agreement shall commence at midnight on
13 April 7, 2021, and shall terminate at 11:59 p.m. on September 30, 2022, unless sooner
14 terminated as provided in this Agreement, or unless the services or the Project is
15 completed sooner.

16 3. COORDINATION AND ORGANIZATION.

17 A. Contractor shall coordinate its performance with City's
18 representative, if any, named in Exhibit "C", attached to this Agreement and
19 incorporated by this reference. Contractor shall advise and inform City's
20 representative of the work in progress on the Project in sufficient detail so as to
21 assist City's representative in making presentations and in holding meetings on the
22 Project. City shall furnish to Contractor information, materials and/or required
23 funding documentation, if any, described in Exhibit "D", attached to this Agreement
24 and incorporated by this reference, and shall perform any other tasks described in
25 the Exhibit.

26 B. The parties acknowledge that a substantial inducement to City
27 for entering this Agreement was and is the reputation and skill of Contractor's key
28 employee, named in Exhibit "E" attached to this Agreement and incorporated by this

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1 reference. City shall have the right to reasonably disapprove any person proposed
2 by Contractor to replace that key employee. City shall provide any such disapproval
3 in writing within ten (10) business days from the date City received notice of the
4 replacement.

5 4. INDEPENDENT CONTRACTOR. In performing its services,
6 Contractor is and shall act as an independent contractor and not an employee,
7 representative or agent of City. Contractor shall have control of Contractor's work and the
8 manner in which it is performed. Contractor shall be free to contract for similar services to
9 be performed for others during this Agreement; provided, however, that Contractor acts in
10 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
11 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
12 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
13 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
14 the usual and customary rights, benefits or privileges of City employees. Contractor
15 expressly warrants that neither Contractor nor any of Contractor's employees or agents
16 shall represent themselves to be employees or agents of City.

17 5. INSURANCE.

18 A. As a condition precedent to the effectiveness of this
19 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
20 duration of this Agreement, from insurance companies that are admitted to write
21 insurance in California and have ratings of or equivalent to A:V by A.M. Best
22 Company or from authorized non-admitted insurance companies subject to Section
23 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
24 by A.M. Best Company, the following insurance:

25 (a) Commercial general liability insurance (equivalent in scope to
26 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
27 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
28 coverage shall include but not be limited to broad form contractual liability,

1 cross liability, independent contractors liability, and products and completed
2 operations liability. City, its boards and commissions, and their officials,
3 employees and agents shall be named as additional insureds by
4 endorsement (on City's endorsement form or on an endorsement equivalent
5 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
6 shall contain no special limitations on the scope of protection given to City,
7 its boards and commissions, and their officials, employees and agents. This
8 policy shall be endorsed to state that the insurer waives its right of
9 subrogation against City, its boards and commissions, and their officials,
10 employees and agents.

11 (b) Workers' Compensation Insurance as required by the California
12 Labor Code and employer's liability insurance in an amount not less than
13 \$1,000,000. This policy shall be endorsed to state that the insurer waives
14 its right of subrogation against City, its boards and commissions, and their
15 officials, employees and agents.

16 (c) Professional liability or errors and omissions insurance in an
17 amount not less than \$1,000,000 per claim.

18 (d) Commercial automobile liability insurance (equivalent in scope
19 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
20 amount not less than \$500,000 combined single limit per accident.

21 (e) Electronic errors and omissions liability insurance in an amount
22 not less than One Million Dollars (\$1,000,000) per claim covering the
23 services provided pursuant to this Agreement.

24 B. Any self-insurance program, self-insured retention, or
25 deductible must be separately approved in writing by City's Risk Manager or
26 designee and shall protect City, its officials, employees and agents in the same
27 manner and to the same extent as they would have been protected had the policy
28 or policies not contained retention or deductible provisions.

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C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements

1 shall only be made with the approval of City's Risk Manager or designee. Not more
2 frequently than once a year, City's Risk Manager or designee may require that
3 Contractor, Contractor's sub-Contractors and contractors change the amount,
4 scope or types of coverages required in this Section if, in his or her sole opinion, the
5 amount, scope or types of coverages are not adequate.

6 H. The procuring or existence of insurance shall not be construed
7 or deemed as a limitation on liability relating to Contractor's performance or as full
8 performance of or compliance with the indemnification provisions of this Agreement.

9 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
10 contemplates the personal services of Contractor and Contractor's employees, and the
11 parties acknowledge that a substantial inducement to City for entering this Agreement was
12 and is the professional reputation and competence of Contractor and Contractor's
13 employees. Contractor shall not assign its rights or delegate its duties under this
14 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
15 of City, except that Contractor may with the prior approval of the City Manager of City,
16 assign any moneys due or to become due Contractor under this Agreement. Any
17 attempted assignment or delegation shall be void, and any assignee or delegate shall
18 acquire no right or interest by reason of an attempted assignment or delegation.
19 Furthermore, Contractor shall not subcontract any portion of its performance without the
20 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
21 or contractor without approval prior to the substitution. Nothing stated in this Section shall
22 prevent Contractor from employing as many employees as Contractor deems necessary
23 for performance of this Agreement.

24 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
25 certifies that, at the time Contractor executes this Agreement and for its duration,
26 Contractor does not and will not perform services for any other client which would create a
27 conflict, whether monetary or otherwise, as between the interests of City and the interests
28 of that other client. And, Contractor shall obtain similar certifications from Contractor's

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1 employees, sub-Contractors and contractors.

2 8. MATERIALS. Contractor shall furnish all labor and supervision,
3 supplies, materials, tools, machinery, equipment, appliances, transportation and services
4 necessary to or used in the performance of Contractor's obligations under this Agreement,
5 except as stated in Exhibit "D".

6 9. OWNERSHIP OF SOFTWARE AND CLIENT DATA. Contractor
7 owns all right, title and interest in and to the Yardi Rent Relief software ("Software") licensed
8 to City under Exhibit A-2, the Yardi Cloud (as defined in Exhibit A-2), and all intellectual
9 property rights in the foregoing. City owns all data entered into the database provided as
10 part of the Yardi Cloud in connection with the City's use of the Software pursuant to the
11 Agreement ("Client Data"). Client Data is hosted by Yardi in the Yardi Cloud at no additional
12 cost to City. Subject to the Agreement, City may copy, delete and export Client Data at any
13 time using the standard tools available with the Software. Copies of client data may be
14 retained by Contractor but Contractor warrants that Client Data shall not be made available
15 to any person or entity for use without the prior written approval of City. This warranty shall
16 survive termination of this Agreement.

17 10. TERMINATION. Either party shall have the right to terminate this
18 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
19 prior notice to the other party. In the event of termination under this Section, City shall pay
20 Contractor for services satisfactorily performed and costs incurred up to the effective date
21 of termination for which Contractor has not been previously paid. The procedures for
22 payment in Section 1.B. with regard to invoices shall apply. Upon termination, Contractor
23 shall make available to City all Client Data for secure download for a limited time period,
24 following which Contractor shall delete such Data. And, Contractor acknowledges and
25 agrees that City's obligation to make final payment is conditioned on Contractor's delivery
26 of the Client Data to City.

27 11. CONFIDENTIALITY. Contractor shall keep all Client Data confidential
28 and shall not disclose the Client Data or use the Client Data directly or indirectly, other than

1 in the course of performing its services and as set forth in Exhibit A-2, during the term of
2 this Agreement. In addition, each Party shall keep confidential all confidential information,
3 whether written, oral or visual, obtained by any means whatsoever in the course of
4 performing its services for the same period of time, or the life of any trade secret.
5 Contractor shall not disclose any or all of the Client Data to any third party, or use it for
6 Contractor's own benefit or the benefit of others except for the purpose of this Agreement
7 as set forth in Exhibit A-2.

8 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
9 breach of confidentiality with respect to confidential information that: (a) Contractor
10 demonstrates Contractor knew prior to the time City disclosed it; or (b) is or becomes
11 publicly available without breach of this Agreement by Contractor; or (c) a third party who
12 has a right to disclose does so to Contractor without restrictions on further disclosure; or
13 (d) must be disclosed pursuant to subpoena or court order.

14 13. ADDITIONAL SERVICES. The City has the right at any time during
15 the performance of the services, without invalidating this Agreement, to order extra work
16 beyond that specified in the RFP or make changes by altering, adding to or deducting from
17 the work. No extra work may be undertaken unless a written order is first given by the City,
18 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
19 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
20 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
21 City Representative. Any greater increases, taken either separately or cumulatively, must
22 be approved by the City Council. It is expressly understood by Contractor that the
23 provisions of this paragraph do not apply to services specifically set forth in the RFP or
24 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
25 the services to be provided pursuant to the RFP may be more costly or time consuming
26 than Contractor anticipates and that Contractor will not be entitled to additional
27 compensation for the services set forth in the RFP.

28 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct

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1 from any amount payable to Contractor (whether or not arising out of this Agreement) any
2 amounts the payment of which may be in dispute or that are necessary to compensate the
3 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
4 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
5 performing or failing to perform Contractor's obligations under this Agreement. In the event
6 that any claim is made by a third party, the amount or validity of which is disputed by
7 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
8 City may withhold from any payment due, without liability for interest because of the
9 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
10 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
11 indemnify and protect the City as elsewhere provided in this Agreement.

12 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
13 amended, nor any provision or breach waived, except in writing signed by the parties which
14 expressly refers to this Agreement.

15 16. LAW. This Agreement shall be construed in accordance with the laws
16 of the State of California, and the venue for any legal actions brought by any party with
17 respect to this Agreement shall be the County of Los Angeles, State of California for state
18 actions and the Central District of California for any federal actions. In the event of a
19 dispute arising out of or related to the Agreement, City and Contractor will use commercially
20 reasonable efforts, in good faith, to informally resolve the dispute. These efforts shall be
21 confidential and protected under applicable law as compromise and settlement
22 negotiations. If after thirty (30) calendar days of good faith negotiations the parties are
23 unable to reach a mutually satisfactory resolution, either party may pursue its rights and
24 remedies under applicable law. Contractor shall cause all work performed in connection
25 with construction of the Project to be performed in compliance with (1) all applicable laws,
26 ordinances, rules and regulations of federal, state, county or municipal governments or
27 agencies (including, without limitation, all applicable federal and state labor standards,
28 including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor

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1 Code); and (2) all directions, rules and regulations of any fire marshal, health officer,
2 building inspector, or other officer of every governmental agency now having or hereafter
3 acquiring jurisdiction. If any part of this Agreement is found to be in conflict with applicable
4 laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable
5 laws, but the remainder of the Agreement will remain in full force and effect.

6 17. PREVAILING WAGES.

7 A. Consultant agrees that all public work (as defined in California
8 Labor Code section 1720) performed pursuant to this Agreement (the "Public
9 Work"), if any, shall comply with the requirements of California Labor Code sections
10 1770 *et seq.* City makes no representation or statement that the Project, or any
11 portion thereof, is or is not a "public work" as defined in California Labor Code
12 section 1720.

13 B. In all bid specifications, contracts and subcontracts for any
14 such Public Work, Consultant shall obtain the general prevailing rate of per diem
15 wages and the general prevailing rate for holiday and overtime work in this locality
16 for each craft, classification or type of worker needed to perform the Public Work,
17 and shall include such rates in the bid specifications, contract or subcontract. Such
18 bid specifications, contract or subcontract must contain the following provision: "It
19 shall be mandatory for the contractor to pay not less than the said prevailing rate of
20 wages to all workers employed by the contractor in the execution of this contract.
21 The contractor expressly agrees to comply with the penalty provisions of California
22 Labor Code section 1775 and the payroll record keeping requirements of California
23 Labor Code section 1771."

24 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
25 constitutes the entire understanding between the parties and supersedes all other
26 agreements, oral or written, with respect to the subject matter in this Agreement, including
27 without limitation the Purchase Order.

28 19. INDEMNITY.

1 A. Subject to the liability limitation in Paragraph 7(d) of Exhibit A-
2 2, Consultant shall indemnify, protect and hold harmless City, its Boards,
3 Commissions, and their officials, employees and agents ("Indemnified Parties"),
4 from and against any and all liability, claims, demands, damage, loss, obligations,
5 causes of action, proceedings, awards, fines, judgments, penalties, costs and
6 expenses, including attorneys' fees, court costs, expert and witness fees, and other
7 costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out
8 of or in connection with (1) Consultant's breach or failure to comply with any of its
9 obligations contained in this Agreement, including all applicable federal and state
10 labor requirements including, without limitation, the requirements of California Labor
11 Code section 1770 *et seq.*, or (2) negligent or willful acts, errors, omissions or
12 misrepresentations committed by Consultant, its officers, employees, agents,
13 subcontractors, or anyone under Consultant's control, in the performance of work
14 or services under this Agreement (collectively "Claims" or individually "Claim").

15 B. In addition to Consultant's duty to indemnify, Consultant shall
16 have a separate and wholly independent duty to defend Indemnified Parties at
17 Consultant's expense by legal counsel approved by City, from and against all
18 Claims, and shall continue this defense until the Claims are resolved, whether by
19 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
20 breach, or the like on the part of Consultant shall be required for the duty to defend
21 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
22 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
23 in the defense.

24 C. If a court of competent jurisdiction determines that a Claim was
25 caused by the sole negligence or willful misconduct of Indemnified Parties,
26 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
27 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
28 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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1 D. The provisions of this Section shall survive the expiration or
2 termination of this Agreement.

3 20. FORCE MAJEURE. If any party fails to perform its obligations
4 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
5 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
6 governmental regulations, governmental controls, judicial orders, enemy or hostile
7 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
8 beyond the reasonable control of the party obligated to perform, then that party's
9 performance will be excused for a period equal to the period of such cause for failure to
10 perform.

11 21. AMBIGUITY. In the event of any conflict or ambiguity between this
12 Agreement and any Exhibit, the provisions of this Agreement shall govern. Further, if there
13 is any conflict between the Purchase Order and this Agreement, then this Agreement shall
14 govern.

15 22. NONDISCRIMINATION.

16 A. In connection with performance of this Agreement and subject
17 to applicable rules and regulations, Contractor shall not discriminate against any
18 employee or applicant for employment because of race, religion, national origin,
19 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
20 disability. Contractor shall ensure that applicants are employed, and that employees
21 are treated during their employment, without regard to these bases. These actions
22 shall include, but not be limited to, the following: employment, upgrading, demotion
23 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
24 or other forms of compensation; and selection for training, including apprenticeship.

25 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
26 accordance with the provisions of the Ordinance, this Agreement is subject to the
27 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
28 Long Beach Municipal Code, as amended from time to time.

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

"During the performance of a contract with the City of Long Beach, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

B. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

24. **NOTICES:** Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the

1 same manner as stated for other notices. Notice shall be deemed given on the date
2 deposited in the mail or on the date personal delivery is made, whichever occurs first.

3 25. COPYRIGHTS AND PATENT RIGHTS. Consultant warrants that the
4 Software does not violate or infringe any patent, copyright, trade secret or other proprietary
5 right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold
6 City, its officials and employees harmless from any and all claims, demands, damages,
7 loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees)
8 whether or not reduced to judgment, arising from any breach or alleged breach of this
9 warranty.

10 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
11 that Contractor has not employed or retained any entity or person to solicit or obtain this
12 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
13 commission or other monies based on or from the award of this Agreement. If Contractor
14 breaches this warranty, City shall have the right to terminate this Agreement immediately
15 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
16 due under this Agreement or otherwise recover the full amount of the fee, commission or
17 other monies.

18 27. WAIVER. The acceptance of any services or the payment of any
19 money by City shall not operate as a waiver of any provision of this Agreement or of any
20 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
21 Agreement shall not constitute a waiver of any other or subsequent breach of this
22 Agreement.

23 28. CONTINUATION. Termination or expiration of this Agreement shall
24 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
25 18, 21 and 28 prior to termination or expiration of this Agreement.

26 29. TAX REPORTING. As required by federal and state law, City is
27 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
28 Contractor shall be solely responsible for payment of all federal and state taxes resulting

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1 from payments under this Agreement. Contractor shall submit Contractor's Employer
2 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
3 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
4 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
5 Contractor provides one of these numbers.

6 30. ADVERTISING. Contractor shall not use the name of City, its officials
7 or employees in any advertising or solicitation for business or as a reference, without the
8 prior approval of the City Manager or designee.

9 31. AUDIT. City shall have the right at all reasonable times during the
10 term of this Agreement and for a period of five (5) years after termination or expiration of
11 this Agreement to examine, audit, inspect, review, extract information from and copy all
12 books, records, accounts and other documents of Contractor relating to this Agreement.

13 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or
14 designed to or entered for the purpose of creating any benefit or right for any person or
15 entity of any kind that is not a party to this Agreement.

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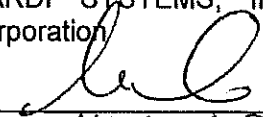
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

YARDI SYSTEMS, INC., a California corporation

APRIL 7th, 2021

By 
Name Michael Remarchko
Title Director

APRIL 7th, 2021

By 
Name Alexis Brier
Title VP

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 9, 2021

By Linda J. Jabum
City Manager

"City"

This Agreement is approved as to form on April 8, 2021.
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CHARLES PARKIN, City Attorney

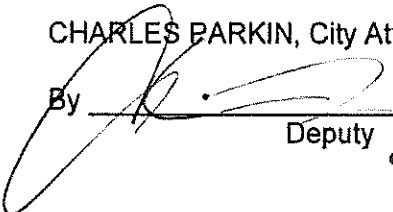
By 
Deputy

EXHIBIT "A-1"

Request for Proposal

Request For Proposals Number DV21-034
for
Emergency Rental Assistance Program Implementation

Release Date:	02/25/2021
Due Date:	03/02/2021

City Contact: *Tommy Ryan* *Buyer* *562-570-5664*

See Section 4 for instructions on submitting proposals.

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ATTACHMENTS

- A PROPOSAL RESPONSE FORM
- B COST RESPONSE FORM
- C PRO FORMA AGREEMENT
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE (EBO)
- H ADDITIONAL FEDERAL FUNDING TERMS AND CONDITIONS

1. OVERVIEW OF PROJECT

The City of Long Beach (City) is seeking to contract with a vendor or program implementer to provide a digital solution and staffing to implement a comprehensive local Emergency Rental Assistance Program (ERAP) that may also include payments to local utilities to assist recipients with outstanding utility costs. This Request for Proposal (RFP) includes services for the following:

- Implementing a system with mobile and multilingual capabilities that complies with all applicable Federal and State requirements;
- Providing application intake, case management, payment processing, reporting, monitoring, and end user portals for tenants and landlords;
- Partnering with City staff and their affiliated non-profit agencies to assist tenants and landlords through the process and in the use of the program software.

The City has been awarded a total of \$28.5 million in funds through the Federal Consolidated Appropriations Act of 2021 (HR 133) and California State Senate Bill 91 (SB 91) to provide emergency rental assistance. State funding (\$13.8 million) must be committed by August 1, 2021, and Federal funding (\$14.8 million) must be committed by September 30, 2021. All funds must be fully expended by December 31, 2021.

2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

AMI	Area Median Income
Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor/Proposer	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Development Services Department. Emergency Rental Assistance Program.
ERAP	
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.

3. SCOPE OF PROJECT

BACKGROUND

The City's ERAP is funded through the Federal Consolidated Appropriations Act of 2021 (HR 133) and California's State Senate Bill 91 (SB 91). The City is choosing to request the State Block Grant Allocation and administer its own program. Therefore, the City is seeking a vendor whose solution ensures that the City is able to meet the criteria of both funding sources, including the following:

FEDERAL PROGRAM REQUIREMENTS

The Federal program requires that eligible households:

- Qualify for unemployment or have experienced reduction in household income due to COVID-19; or
- Demonstrate a risk of experiencing homelessness or housing instability; and
- Have a household income at or below 80 percent of Area Median Income (AMI).

A full list of the Federal requirements for the program can be found here:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

STATE PROGRAM REQUIREMENTS

In addition to the Federal requirements, the City program must meet the following criteria to conform with State requirements. The State-funded program focuses on stabilizing low-income households through the payment of past due rent due to landlords with the following parameters:

- Eligibility is for households at or below eighty (80) percent AMI, with priority for those under fifty (50) percent AMI, and households with unemployment for ninety (90) days or more.
- If a landlord chooses to participate in the program, they will be compensated for eighty (80) percent of unpaid rent from April 1, 2020 - March 31, 2021. The landlord must accept this as payment in full for all rental debt for that period.
- If a landlord chooses not to participate in the program, eligible households can still apply for and receive twenty-five (25) percent of back rent owed for the covered period or twenty-five (25) percent of future rent for three (3) months.
- Additionally, the system must meet State and City language access and accessibility requirements.

A full list of the requirements for the State program can be found here:

<http://www.bcsh.ca.gov/covidrelief/>.

TECHNICAL CRITERIA

To ensure that the City's program conforms to both Federal and State requirements, the vendor's proposed solution must be launched and actively serving eligible households within three (3) weeks of award, or sooner, and have the capability to meet the following criteria at a minimum.

Serve a Program Size and Volume of Expected Use without disruption based on:

- \$25,700,000 in available assistance.
- Approximately ten thousand (10,000) total applicants (estimate).
- Approximately five thousand (5,000) total payments to qualified households (estimate).
- The system shall be able to support three thousand (3,000) or more concurrent full-access users.
- The system shall be available twenty-four (24) hours a day, seven (7) days a week, with ninety-nine (99) percent planned uptime rating.

Provide a Program Interface that includes, but is not limited to:

- Capability for either the landlord or the tenant to initiate an application for assistance that ensures both parties are made aware of the opportunity to participate in the rental assistance program.
- Automatic notifications to ensure that both the landlord and tenant understand the process, including application status and payment notification, for rental and utility assistance funding.
- Notification to both the landlord and tenant of the initiation and completion of the application process, regardless of whether the process is initiated by the landlord or the tenant.
- Ability to provide an electronic record of all payments for the duration of the program or as otherwise required under State or Federal law.
- Ability to comply with all State and local Language Access and Accessibility requirements.

Provide comprehensive Case Management that includes:

- Process for determining tenant eligibility for rental and/or utility assistance.
- Capacity to provide case management staff to administer the eligibility, prioritization, and other local requirements of program compliance.
- Capability for case managers to follow up and interact with applicants for required documentation.
- Well-defined grievance procedures.
- Ability to comply with all State protections related to the use of personally identifiable information (PII) including all necessary disclosures and assuring secure storage of any PII generated as part of the application process.

Provide accurate and timely Payment Processing:

- Vendor must be able to process payments within a maximum of 3 business days (72 hours) of final approval and in a well-documented manner.

Provide Documentation and Audit Trail that meets requirements defined in GC 50897.4, including but not limited to the following:

- Must allow landlords and tenants to securely upload required documentation for retrieval and review by staff or case managers.
- Provide all information that the City deems necessary, including but not limited to: weekly funding obligation amounts, expenditures, application information, projections, reallocation information, geographic distribution, and biweekly application reports.
- Awarded Contractor shall manage a technology-driven duplication of benefits process that ensures compliance with Federal law.
- Awarded Contractor shall have the ability to recapture illegitimate payments or duplication of benefit payments.

OTHER PROJECT REQUIREMENTS

Program implementer shall have the demonstrated ability and capacity to:

- Include City branding on platform and program materials.
- Cross-train City staff and partner non-profit agencies leading education/outreach to assist households with limited internet access or unfamiliarity with technology.
- Include mobile compatibility.

4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov. Responses to the questions will be posted on the City's online bidding platform, PlanetBids under "Bids/RFPs" tab no later than the date and time shown below. Proposers should check PlanetBids on a regular basis.

4.2 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.3 RFP Timeline (times indicated are Pacific Time)

TASK	DATE/TIME
Deadline for submission of proposals	03/02/21 by 11:00 AM
Evaluation period	03/02/21 – 03/4/21
Selection of Contractor	On or about March 5, 2021

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

4.4 How to Submit a Proposal

- Electronic proposals shall be submitted via the City's secure online Bid Management System (Planet Bids) which can be accessed at this address, <http://longbeach.gov/finance/business-info/purchasing-division/>, and then by

selecting the "Bids/RFP" Tab. If your organization is not already registered, a video with registration directions is provided on the main page at that link above.

- All required sections of the proposal must be uploaded to the Bid Management System, via the website.
- Proposer is solely responsible for "on time" submission of their proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers are reminded to submit their proposals with sufficient time to complete the submission process.
- Proposers will receive an e-confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

- 4.4 **Proposals must be received by 11:00 AM (PT) on 03/02/21.** Proposals that do not arrive by the specified date and time **WILL NOT BE ACCEPTED.** Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will **NOT** be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Responses to the questions in the Proposal Response Form are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1.
- 4.6 Responses should concentrate on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The Proposal Request Form must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the Form, sign in ink and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together.**

4.10 A responsive proposal will include the following completed documents:

- Attachment A – Proposal Response Form
- Attachment B – Cost Proposal Form
- Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification
- Attachment E – W-9 Request for Taxpayer Identification Number and Certification
- Attachment F – Secretary of State Certification (Consultants must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Consultant has already filed, it may be uploaded as a general attachment).
- Attachment G – Equal Benefits Ordinance (EBO), signed and dated form AND questionnaire
- Attachment H – Terms and Conditions for Federal Funding signed and dated Addenda (if applicable), signed and dated

PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Capacity to implement a fully operational system within 3 weeks of award;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.5 Awarded Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's Electronic bid notification system at:
<http://www.longbeach.gov/finance/businessinfo/purchasing-division/>.

A Proposer desiring to submit a protest for a proposal must do so within twenty-four (24) hours of the electronic notification of intent to award. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated profile. The City is not responsible for Proposers' failure to obtain notification

for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by Protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via email, to rfppurchasing@longbeach.gov and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email and/or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

7. PROJECT SPECIFICATIONS

Please refer to Section 3: Scope of Project

8. WARRANTY/MAINTENANCE AND SERVICE

Not applicable.

9. COMPANY BACKGROUND AND REFERENCES

9.1 The following qualifications are required.

- Experience developing, administering and using a combination of personnel and a digital solution to manage application processes and payments.

- Experience working under tight deadlines.
- Strong program management and administration skills.
- Excellent customer service skills.
- Strong interpersonal skills.
- Staff who are bilingual in Khmer, Spanish or Tagalog (strongly recommended but not required).

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three (3) years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name, telephone number, and email.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. **COST**

10.1 The organization shall refer to Attachment B, Cost Response Form, to submit their costs for providing a comprehensive digital solution and staffing to implement a local emergency rental and utility assistance program. The narrative/technical proposal should not include cost information.

10.2 The proposal should anticipate that funding for program participants is administered and monitored by the Awarded Consultant through a trust account.

11. **BONDS**

Not applicable.

12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42

USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

- 12.4 Compliance with Byrd Anti-Lobbying Amendment – The Awarded Contractor shall comply with the requirements of § 1352 of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency
- 12.5 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.6 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.7 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

- 12.15 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) and agrees to cooperate with the City to allow the City to comply with said requirements. Records shall be maintained for a period of five (5) years after final payment is made using Federal and State COVID relief monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of these payments from prime recipients. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.16 Procurement of Recovered Materials - (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpq-program>. (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- 12.17 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produces under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.18 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.19 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this

Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

- 12.20 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for a period of 12 months, with no anticipated renewals. Renewal options will only be made at the discretion of the City if the Federal and State update program deadlines. All funding must be exhausted by December 31, 2021.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any/all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.

- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Awarded Contractor's obligations.
- 13.17 The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such

relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.

- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment C** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the

procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of Federal, State, county or municipal governments or agencies (including, without limitation, all applicable Federal and State labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable Federal and State labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.

Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or Statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

13.28 As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.
- (c) If use of vehicles is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 0)1 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- (d) Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

- (f) Electronic errors and omissions liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.
- (g) Umbrella liability (In excess of liability coverages as delineated above) in an amount not less than Two Million Dollars (\$2,000,000) per claim covering the services provided pursuant to this Contract.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

The provisions of this Section shall survive the expiration or termination of this Contract.

Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or Statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

- 13.28 As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:
- (a) Commercial general liability insurance in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.
 - (c) If use of vehicles is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 0)1 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").
 - (d) Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

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Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

Attachment A

Narrative/Technical Proposal Response Form

INSTRUCTIONS

Complete the following sections of this form with responses to the questions. Each response should be no longer than 500 words. Submit the completed Proposal Review Form by uploading to PlanetBids, along with the Cost Response Form and other relevant attachments (see Section 4.9). By submitting this application, the proposing organization indicates that they have read, understood and agree to the terms and conditions of the RFP.

1. What is the digital solution your organization offers to support the implementation of a local emergency rental and utility assistance program for the City and how does it meet the Technical Requirements in Section 3?
2. Describe the end user portal your organization provides from the perspective of program participants (i.e. landlords and tenants).
3. What is the personnel capacity in your organization to support implementation of a local emergency rental and utility assistance program for the City?
4. Describe how your organization would effectively and quickly implement a comprehensive emergency rental and utility assistance program that provides the following:
 - a. Application intake;
 - b. Case management;
 - c. Payment processing;
 - d. Reporting and documentation; and
 - e. Compliance monitoring.
5. How will your organization ensure that the State and Federal commitment and expenditure deadlines are met?
6. How will you ensure your organization's solution is able to assist a diverse, multilingual population and complies with Federal and State requirements described in Section 3?
7. Describe your organization's capacity to train City staff and non-profit agencies to assist households with limited internet access or unfamiliarity with technology in using the digital solution offered by your organization.

ORGANIZATION BACKGROUND AND REFERENCES

Provide five (5) references, preferably from previous customers or partners in service projects.

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF THIS RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Signature

STATEMENT OF NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Print First and Last Name

Print Title

Authorized Signature and Date

Attachment B

Cost Response Form

INSTRUCTIONS

Please provide the proposed budget as detailed in Section 10 of the RFP. A cost proposal is required; however, this specific form is not. Respondents may either provide a cost proposal using the questions on this form or submit a separate file that ensures all questions are addressed.

1. Please indicate whether your organization is using this template or submitting a separate file describing your organization's cost structure. If using this template, please proceed to Question 2. If submitting a separate file, please indicate as the response to Question 1 and attach your organization's cost proposal.
2. Provide a proposed budget with estimated costs to design, implement and maintain a digital solution to support a local emergency rental and utility assistance program for the City.
3. Provide a proposed budget with estimated costs to provide personnel and support of a local emergency rental assistance program in the manner outlined in Section 3.
4. Provide any additional information that describes your fee structure and that provides a comprehensive estimate of total program costs for your organization's proposal.

Attachment C

Pro-Forma Agreement

[ATTACHED FOR REFERENCE; TO BE COMPLETED UPON CONTRACT AWARD]

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of Federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving Federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of Federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a Federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the Statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Business/Contractor/Agency

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

r20141001

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.

Rev 12.11.13

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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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) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)
	6 City, state, and ZIP code
	7 List account number(s) here (optional)
	Requester's name and address (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 <i>How to get a TIN</i> 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.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;">OR</td> </tr> <tr> <td style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>					OR	Employer identification number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
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Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;"> Sign Here Signature of U.S. person ▶ </td> <td style="width:50%; text-align: center;"> Date ▶ </td> </tr> </table>	Sign Here Signature of U.S. person ▶	Date ▶
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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/w9.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):					
DBA Name (same as line 2 on W9):					
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> leave blank if not applicable: <input type="radio"/> SSN: <input type="radio"/>				
Web Address:					
Purchase Order Address:					
Attn:					
City:					
State:	Zip Code:				
Contact Name:					
Email:					
Phone Number:					
Fax:					
Toll Free:					
If 'remit to' address is the same as the purchase order address, put SAME in first box only					
'Remit to' Address :					
Attn:					
City:					
State:	Zip Code:				
Contact Name:					
Email:					
Phone Number:					
Fax:					
Toll Free:					
Type of Ownership:					
Individual <input type="radio"/>	Partnership <input type="radio"/>	Corporation <input type="radio"/>	LLC <input type="radio"/>	Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)					
MBE <input type="radio"/>	WBE <input type="radio"/>	Local <input type="radio"/>	DBE <input type="radio"/>	Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number:					

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/

The screenshot displays the California Secretary of State's Business Search website. At the top, there is a navigation bar with the text "All people Speak" and "California Secretary of State Alex Padilla". Below this, there is a "Business Search" section. The search interface includes a search bar with the placeholder text "ENTER COMPANY NAME AND STATE" and a "Search" button. The search type is set to "Corporation Name". The page also features a navigation menu with options like "Business Programs", "Notary & Authentications", "Elections", "Campaigns & Lobbying", "State Archives", and "Registries".

Attachment G

Equal Benefits Ordinance (EBO)

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
 - 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
-
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ____ Yes ____ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____ Yes ____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
____ Yes ____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____ Yes ____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? ____ Yes ____ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this ____ day of _____, 20__, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

Attachment H:

**Federal Funding Additional Terms and Conditions
Acknowledgment**

a. Compliance with the Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower

tier subcontractor with the clauses set forth in paragraphs (1) through (3) of this section.

b. Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (City of Long Beach) and understands and agrees that the (City of Long Beach) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

c. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (City of Long Beach) and understands and agrees that the (City of Long Beach) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

d. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to

comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by (City of Long Beach). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (City of Long Beach), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) If applicable, contractors must sign and submit to the non-federal entity the following certification.

f. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;

- Meeting contract performance requirements; or

- At a reasonable price.

- (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

g. Access to Records

- (1) Contractor agrees to provide the City of Long Beach, any state agency involved in funding the Work, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's submission of any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The City of Long Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

h. DHS Seal, Logo, and Flags

- (1) The Contractor shall not use the United States Department of Homeland Security (hereinafter "DHS") seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

i. Compliance with Federal Law, Regulations, and Executive Orders

- (1) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

j. No Obligation by Federal Government

- (1) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

k. Program Fraud and False or Fraudulent Statements or Related Acts

- (1) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The vendor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the vendor, to any person for influencing or attempting to influence an officer or employee of an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been 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 vendor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 this 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposals. Any exceptions MUST be documented.

SIGNATURE _____

DATE _____

EXHIBIT “A-2”

Project

Exhibit A-2

1. SaaS Software License; Payment Processing

Contractor will provide City the Software license and payment processing services below. The pricing and payment terms for such services are set forth in Exhibit B.

Contractor licenses the Software for the purpose of administering City's rental assistance program, and grants City a non-exclusive, non-transferable (except as expressly permitted), limited license to access and use the Software subject to the terms of this Agreement. City agrees to only use Software and its features, products and services for their intended purpose. City's non-profit partners, tenants, and landlords will access the Rent Relief portal under terms of use on the Rent Relief portal.

The Yardi Rent Relief Payment services that can be used through the Software are subject to the Payment Processing terms located at <https://resources.yardi.com/legal/payment-processing/rent-relief> and incorporated into this Agreement. To use the Rent Relief Payment services, the Yardi Know-Your-Client (KYC) team will contact you directly to gather some basic information about your entity or organization. This required information typically takes less than 10 minutes to provide and is used solely for Anti-Money Laundering and related compliance purposes. After successfully completing KYC, the Rent Relief Payment services will be configured and made available.

2. Customer Service; Case Management Services

Contractor will provide the customer service and case management services described below. The pricing and payment terms for such services are set forth in Exhibit B.

Customer Service (Call Center). Support for City's tenants, landlords, and nonprofits is available via Contractor's call center. Contractor will publish a toll-free number for this service; it will only answer questions related to use of the Rent Relief portal and answer basic program questions as provided by City to Contractor; it does not enter or substantively review applications on behalf of tenants. Contractor will provide upon request daily statistics related to call center activities, such as the number and types of calls received, average hold times, and numbers of issues resolved.

Case Management Services. Contractor will review all applications (i.e., cases) for completeness, accuracy and compliance with Treasury, State, and local guidelines for Emergency Rental Assistance and utility payments. Applications that are complete and compliant in accordance with Treasury, state and local guidelines for Emergency Rental Assistance and utility payments will be approved and scheduled for payment. Contractor's finance manager will issue a funding request and when funds become available issue payments.

3. Access

Contractor will use commercially reasonable efforts to keep the Contractor network including servers owned, leased and maintained by Contractor (sometimes called the "Yardi Cloud") up and running 24-hours a day, seven days a week, excluding down-time for maintenance, repairs, and other necessary activities.

4. Effect of Termination. Upon the effective date of this Agreement's termination or expiration: (i) the license for the Software will terminate; (ii) City will cease Use of the Contractor Cloud, and Software; and (iii) City's access to the Yardi Cloud and Software will be disabled.

5. Designated Users

"Designated User" means a City employee or contractor, or a City affiliate employee or contractor, designated by City to access and use the Software. City agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Each Designated User must have a unique password. City shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. City agrees to notify Contractor if City becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

6. Data Protection, Limited Liability; Data Use

- a. **Data Protection.** Contractor takes the protection of highly sensitive tenant data in the Yardi Cloud seriously. Contractor agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions ("Security Measures").
- b. **Limited Liability For Unauthorized Client Data Access.** Notwithstanding the foregoing, Contractor shall not be liable to City in the event that the Security Measures fail to prevent unauthorized third party access to Client Data. Nothing in this section 6(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Contractor that Client Data storage or transmission will be inaccessible to unauthorized third parties.
- c. **Data Use.** Contractor may aggregate, compile, and use any data in the Software to create, offer, improve, develop or enhance the Software and any other Contractor products, features or services. By aggregating any such data, Contractor will not preserve it in a form that can be traced back to City or any individual applicant or tenant.

7. Limited Warranty, Disclaimers, Waivers, Remedies, Liability Limitations

- a. **Limited Software Warranty and City's Remedies for Breach.** Contractor warrants that the Software does not infringe on or misappropriate any third-party proprietary information, trademark, copyright, patent rights, intellectual property rights, or trade secrets. Any damages for a breach of this Limited Software Warranty by Contractor are strictly limited by the Agreement.
- b. **Warranty Disclaimer.** Except as expressly set forth in the "Limited Software Warranty," Contractor disclaims to the fullest extent allowed under applicable law all express, implied and statutory warranties with regard to the software, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or that the software will meet City's specific software, technical, or any other requirements or expectations.
- c. **Damages Waiver.** Notwithstanding any other terms, and to the fullest extent allowed by applicable law, Contractor disclaims all obligations and liabilities for special, indirect, incidental, exemplary, punitive and consequential damages, attorneys' fees, experts' fees, and court costs (even if Contractor has been advised of the possibility of these damages), arising from or in connection with City's license and use of the software and any additional features, products or services, and any of the terms of the agreement.
- d. **City's Remedies.** Contractor warrants that, with respect to the Software and as limited by the Agreement, it shall maintain electronic errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.
- e. **Other Liability Limitations and City's Remedies.** In addition to (and not in place of) all other limitations set forth in the agreement, and to the fullest extent allowed by applicable law, City agrees that Contractor shall have no liability whatsoever for claims or causes of action arising out of or connected with City's license and use of the Software and any additional features, products or services, except where such claims or causes of action were due to Contractor's willful misconduct or gross negligence, and in such an event Contractor's maximum liability to City,

regardless of the amount of loss City may claim or have suffered, shall be limited to the greater of One Million Dollars (\$1,000,000) or the fees City actually paid to Contractor in the 12 months immediately prior to the date City first notifies Contractor of City's claim or cause of action, and this is City's sole and exclusive remedy under the agreement.

EXHIBIT “B”

Rates or Charges

Cost Proposal

CITY OF
LONG BEACH

Response to Request for Proposals DV21-034
Emergency Rental Assistance Program Implementation

Due March 2, 2021, 11 AM PST

 **YARDI** | Energized for Tomorrow

Yardi Systems, Inc. 430 South Fairview Avenue, Santa Barbara, California 93117
phone: +1 800 866 1144 | email: sales@Yardi.com | www.Yardi.com

1. Response Form (Attachment B)

The following pricing is valid for 90 days from the RFP due date. Yardi reserves the right to negotiate pricing further based on the selected products and quantities.

- (1) Please indicate whether your organization is using this template or submitting a separate file describing your organization's cost structure. If using this template, please proceed to Question 2. If submitting a separate file, please indicate as the response to Question 1 and attach your organization's cost proposal.

Our proposal is based on the City's template.

- (2) Provide a proposed budget with estimated costs to design, implement and maintain a digital solution to support a local emergency rental and utility assistance program for the City.

We are proposing a transaction-based pricing model for our software and services. The following table shows anticipated transaction counts, but the actual number could be lower or higher. This ensures that the City is not billed a large sum in anticipation of high volume. We will charge on a quarterly basis based on the actual number of transactions during the quarter.

The fees shown are fully inclusive of cloud hosting, software licensing, and ongoing technical support to a single point of contact. They include program management, case management, and the customer service call center. They do not include costs for any local nonprofits you wish to engage, which we will pass through to you as shown below. Technology pricing does not include software customization, but we do not anticipate a need to customize. Additionally, we do not anticipate any travel to implement and support this program.

Although our pricing model is based on actual transactions and has no minimums, we are pleased to offer a cap of 5% of the funds allocated for the Emergency Rental Assistance Program by the Department of Treasury. Since the Treasury has stipulated that no more than 10% of allocated funds may be used for administration, Yardi's cap of 5% allows the City to allocate the remaining 5% for nonprofit partner fees, marketing fees, and administrative agency overhead.

Description	Unit Price	Estimated Qty.	Fee
Transaction Fees			
Completed Rental Assistance Application	\$10	9,000 cases	\$90,000
Includes a branded website for submitting applications and associated documentation.			
Executed Payment (EFT or Check)	\$10	9,000 payments	\$90,000
Includes processing of approved payments. Utility payments will be made by check.			
Estimated Total Software Transaction Fees			\$180,000

Description	Unit Price	Estimated Qty.	Fee
One-Time Service Fees			
Software Setup and Training			\$30,000
Includes software setup, configuration, implementation, training, and technical support. Travel costs are not included at this time. All services will be delivered via remote meeting technology.			

- (3) Provide a proposed budget with estimated costs to provide personnel and support of a local emergency rental assistance program in the manner outlined in Section 3.

Description	Unit Price	Estimated Qty.	Fee
Transaction Fees			
Cases Processed	\$60	9,000 cases	\$540,000
Includes program management, case review, and validation.			
Customer Service (Call Center)	\$20	9,000 cases	\$180,000
Includes call center service for tenants, landlords, and nonprofits. This service only answers questions. It does not enter applications on behalf of tenants.			
Estimated Total Program Transaction Fees			\$720,000
One-Time Service Fees			
Other Fees			
Nonprofit partner fees and local marketing fees will be passed through with a 10% markup.			

- (4) Provide any additional information that describes your fee structure and that provides a comprehensive estimate of total program costs for your organization's proposal.

This proposal presents a comprehensive estimate of the total program costs.

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EXHIBIT “C”

City’s Representative:

Director of Development Services or Designee

EXHIBIT “D”

Materials/Information Furnished:

Program Guidelines & Work Plan

City of Long Beach ERAP (LB ERAP) Program Guidelines & Work Plan

A. Overview

The City of Long Beach is choosing to self-administer a Long Beach Emergency Rental Assistance Program (LB ERAP or Program) which will comply with SB 91 as well as Federal guidelines. This program is funded by both the U.S. Treasury Allocation and State Block Grant. Long Beach staff have experience administering direct rental aid through the \$5.3 million LB CARES program and have worked closely with Los Angeles County's Rental Assistance program which also served Long Beach renters and are experienced in coordinating to avoid duplication of benefits.

B. Program Deliverables

Per SB 91, quarterly activity reports will be submitted to the U.S. Treasury within 5 days of the close of the quarter. Additionally, financial reports will be submitted weekly in an electronic format that is acceptable to HCD; this will include the following data:

- a. Total funding obligated for payment of costs for Eligible Households for that week
- b. Total obligated funding to date
- c. Total expenditures for that week
- d. Total expenditures to date
- e. Projected obligations for the next week based on applications received and processed to date.

C. Fund Deployment Schedule

Week of March 15, 2021	Application period and outreach activities begin. Landlords and tenants may apply and are encouraged to coordinate submissions.
April 15, 2021	If enough applications are received to obligate the entire pool of funding, the application will close.
April 2021	If funding remains, the City will extend the application deadline in one-week increments until the entire pool of funding is obligated.
June 1, 2021	Deadline for 65% of State Block Grant funds to be obligated.
August 1, 2021	Deadline for 100% of State Block Grants funds to be obligated.
September 30, 2021	Deadline for 65% of Federal Allocation funds to be obligated. Treasury may recapture unobligated funds.
September 30, 2022	General expiration date of Federal Allocation funds.
September 30, 2022 and beyond	Program closeout activities

D. Fund Deployment Measurables

- 1) No less than 65 percent of the State Block Grant funds will be obligated by June 1, 2021.
- 2) No less than 65 percent of the Federal Allocation will be obligated by September 30, 2021.
- 3) 100% of the State Block Grant funds will be expended by August 1, 2021.
- 4) 100% of the Federal Allocation will be expended by September 30, 2022.

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E. Community Partners

The City is partnering with local housing advocacy, tenants' rights, and fair housing organizations in order to promote the ERAP and provide guidance and technical assistance to tenants who may be eligible for assistance through the LB ERAP.

The City will engage Community-Based Organizations (CBOs) who will work to conduct outreach and promote the LB ERAP to target communities citywide, including communities of color, non-English speaking residents, and small landlords. Additionally, CBOs will work with the Program Implementer to provide technical assistance and guidance to tenants and landlords who may struggle with completing the online application form.

These organizations include:

- Long Beach Fair Housing Foundation
- The Heart of Ida
- Housing Long Beach
- Puente Latino Association
- United Cambodian Community
- YMCA of Greater Long Beach

The City's communications team will work with these organizations throughout the application period and beyond to broadly push out information about the program through such mechanisms as outreach to contacts in their databases, social media accounts, and networks, in the languages that are appropriate to the places and communities in which the information will be disseminated. In addition, these partners will provide specific targeted outreach as well as general education about the application process. More specifically, the Fair Housing Foundation is equipped to provide more specific technical assistance regarding eligibility and can offer mediation services that will facilitate communication between tenants and landlords.

F. Local Program Guidelines

The LB ERAP will comply with both Federal and State guidelines for eligibility criteria and priorities identified in SB 91. Households must be at or below 80 percent of AMI to be eligible for funding from both the direct federal allocation and the block grant award. Priority will be given to households at 50 percent of AMI or lower, or households that have one or more individuals that have been unemployed for the preceding 90-day period at date of application.

The Program will pay 80% of rent owed in the period starting April 1, 2020 through March 31, 2021; landlords who participate must accept this 80% as the full rent owed. If a landlord does not participate, the program will provide 25% of the rent owed directly to the tenant. If tenant qualifies, they may also be eligible for up to 25% of future rents for 3 months. Tenants may apply for compensation for past due utility bills owed to City-owned utilities (Natural Gas, Water, & Refuse)

Application Intake Process

The online application will be implemented by the City in accordance with all Program guidelines. The application will open the week of April 12, 2021 to the public and will be marketed to landlords and

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tenants. The online application will be open for a minimum of 30 days, to allow the City to determine the level of subscription to the Program. If the program receives enough eligible applications to obligate the entire pool of funds available, the application will close after the 30-day period. If funds are not fully obligated by eligible applications, the online application period will be extended in one-week increments until all funds are obligated.

Application Screening and Determination of Eligibility

Applications will begin to be processed starting on the first day that the application is open. To conform with the requirements of Health & Safety Code 50891.1(b), households earning up to 80% of AMI who have experienced economic impacts due to COVID and are at risk of housing instability will be eligible to apply. However, Long Beach’s ERAP will prioritize assistance to (A) households under 50% of AMI who (B) have been unemployed for longer than 90 days or have experienced other COVID-19 economic impacts and who (C) have past due rent from April 1, 2020 to March 31, 2021. The City will also allow residents up to 80% of AMI to apply for up to 3 months’ future rents and past due utility bills that are owed to the City (natural gas, water, and refuse). Below are the City’s priority populations, listed in descending order.

Table 1. Prioritization Matrix

Priority	A	B		C	Assistance Requested		
	Household Income Level	Unemployed 90 days or more	COVID Economic Impacts	Housing Instability	Arrears	Future Rent	Utilities
1	<50% AMI	Yes	Yes	Yes	Yes	Yes	Yes
2	<50% AMI	No	Yes	Yes	Yes	Yes	Yes
3	<80% AMI	Yes	Yes	Yes	Yes	Yes	Yes
4	<80% AMI	No	Yes	Yes	Yes	Yes	Yes
5	<50% AMI	No	Yes	Yes	No	Yes	Yes
6	<80% AMI	No	Yes	Yes	No	Yes	Yes

The City will fund all applications in Priority 1 before considering other applications in descending priority levels. In all priority levels, households who have NOT received assistance through LB CARES or the LA County Rental Assistance Program will be assisted first. Depending on the volume of applications and the level of assistance required for each household, there is the chance that households in lower priority levels may not receive assistance.

Long Beach is a majority renter city, and tenants in the city have experienced severe financial impacts during the pandemic. The City’s ERAP is designed to assist lower-income renters who have experienced financial hardship due to COVID-19. Economic impacts and job losses due to COVID-19 have been concentrated in areas of Long Beach that are considered severely cost-burdened and concentrated with renters, where the tenant is paying more than 30 percent of their monthly income on housing. As such, the City expects that funding will be primarily used to assist households in Priorities 1 and 2 in the table above. However, should additional funding become available, the program will address lower priority households.

Procedures

Qualifying Criteria: Individual applicants must rent in Long Beach and meet the following criteria:

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- 1) The household has a household income at or below 80% of the area median income. Households with income below 50% of AMI will be prioritized.
- 2) One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; and
- 3) One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability.

Documentation Requirements

The requirements for documentation are outlined below. There are no other documentation requirements that are not listed here.

- **Required Tenant Documentation**
 - Completed and signed tenant application form
 - This may also be initiated by the landlord or by the technical assistance partner on behalf of the tenant.
 - **Occupancy Documentation: Proof of rental agreement or rental arrangement.** Documentation can include:
 - Lease agreement
 - Rent receipts
 - Evidence of regular rental payments
 - **Previous Benefit Tracking: Did tenant receive assistance through either of the following rental assistance programs?**
 - LB CARES
 - LA County Rental Assistance Program
 - For Criteria 1 (Household Income), the following procedures will be followed for income documentation:
 - Income verification must meet either of the limits shown in the table below for calendar year 2020.
 - Confirmation of two months or more of the household’s monthly income at the time of application, extrapolated to 12 months with eligibility determined by the below table, based on the Los Angeles County Median Family Income.

Household Size	1	2	3	4	5	6	7	8
50% AMI Limit	\$39,450	\$45,050	\$50,700	\$56,300	\$60,850	\$65,350	\$69,850	\$74,350
80% AMI Limit	\$63,100	\$72,100	\$81,100	\$90,100	\$97,350	\$104,550	\$111,750	\$118,950

- The City may rely on a determination of income letter from another government agency that verified the applicant’s household income if that determination was made on or after January 1, 2020. These include:
 - Medicaid, known as Medi-Cal in California
 - Women, infants and Children (WIC) benefits
 - Free and Reduced Lunch participation

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- Supplemental Nutrition Assistance Program (SNAP), known as CalFresh in California
 - Food Distribution Program on Indian Reservations (FDPIR)
 - Temporary Assistance for Needy Families (TANF) known as CalWORKs in California
 - School Nutrition Programs (SNP)
 - Subsidized housing (not including housing choice, project-based, or Section 8 vouchers) that required income documentation as a condition of residency.
 - Any household income-based state or federally funded assistance program for low-income persons or households
 - Other forms of documentation include:
 - 2020 household tax returns, or Form W-2, Form 1099-MISC, or other applicable tax statements
 - Social Security or Social Security Disability Insurance statements or benefits letters
 - To the extent that the household income is not verifiable due to the impact of COVID-19, the City may accept an affidavit of no income, which must include an unsworn declaration under penalty of perjury.
 - The City will not require or conduct third-party income verifications.
 - The City will not require multiple sources of income documentation unless there are indicators of fraud in connection with an application.
- For Criteria 2 relating to unemployment, the following:
 - If documenting unemployment:
 - Evidence of application for unemployment benefit
 - Evidence of expired unemployment benefits, including unemployment benefits provided through the CARES Act.
 - Any correspondence from the individual's former employer indicating job loss, such as layoff notice, termination notice, or closure of business; or
 - If unavailable, written attestation signed by the applicant. Applicants who cannot provide documentation of unemployment are encouraged to consider applying using the income eligibility criteria.
 - If documenting reduction in income, incurred significant costs, or other hardship caused by COVID-19:
 - Employer verification of reduction in income; or
 - Any correspondence from employer indicating reduced hours or hourly wage; or
 - Any other proof of reduction in monthly income or proof of significant costs incurred as a result of COVID-19 related impacts.
 - Applicants may provide attestation if other documentation cannot be provided for extenuating circumstances.

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- Applicants that can provide verifiable documentation of unemployment will not be required to submit additional documentation to comply with additional income documentation requirements.
- For Criteria 3, risk of housing instability, the following:
 - Any past due utility or rent notice, or an eviction notice.
 - Any other evidence of risk as attested by the applicant and determined by the City.
 - Any households under 50% AMI are deemed to meet Criteria (3) even if they are current on rent and utilities and have not received a past due utility or rent notice or eviction notice—these applications will fall into Priority 2.
- **Required Landlord Documentation**
 - Completed & signed Landlord participation form (after City determines tenant's eligibility)
 - Agreement to participate in program
 - Agreement to accept 80% of rent in exchange for full forgiveness
 - Bank Routing # (DD preferable) or mailing address
 - W-9 Form
 - Proof of ownership (case worker will generate)
 - Copy of rental agreement – anything that ties the tenant to the unit (receipts, etc.)
 - Did landlord receive LB CARES or County rental assistance (1st round?)

Compensation for Past Due Utilities

- All households who qualify for the program on the basis of income, employment status, or housing stability are also eligible to apply for compensation for past due utility bills owed to the City; this is limited to Natural Gas, Water, and Refuse.
- The tenant must provide documentation that the utility bills are in their name or attest that the bills are directly related to the unit in which they live.
- City utilities will provide information to households regarding eligibility for low-income assistance.

Determination of Eligibility

- The Program Implementer will perform initial checks for documentation and eligibility based on income and employment status.
- Case managers will refer applicants to appropriate CBOs for culturally competent, language-specific application guidance if necessary.
- The Program Implementer will determine initial approval of eligibility and confirm that the documentation is complete.
- Completed applications will be sent to the City for two levels of review and approval before payments are finalized.

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Notifications

- Notifications will be sent using the Program Implementer's program interface.
- Once applications are received, notifications will be sent by the Program Implementer to both tenant and landlord that rental assistance will be awarded in rounds of funding based on eligibility and that payment is ultimately being provided directly to the landlord to cover the household's arrears or prospective rent, and/or to the City utility to cover past due bills.
- Notification will be sent to both parties of the initiation of the application process, whether the process is initiated by the landlord or the eligible household.
- Notifications will be sent to both parties once payment is made, and this notification shall provide an electronic record that payment has been made.

Payment Procedures

- Once complete applications are determined to be eligible and validated by the Program Implementer, they will be sent to the City to initiate a funding request.
- The City will transfer funds to a separate account dedicated for emergency rental assistance.
- The Program Implementer will disburse funds from that account, primarily via ACH, with the ability to disburse paper checks if necessary.
- The landlord and tenant will both receive payment notifications, which will be recorded as part of the file.

Fraud Mitigation Measures and Duplication of Benefits Checks

- The Program Implementer will use a variety of built-in processes during the eligibility screening step to prevent fraudulent payments and duplication of benefits, such as address checks, ownership checks, bank account checks, and other validation of submitted documentation.
- Submitted W-9s will be cross-checked against the IRS TIN matching system and validated either manually or automatically prior to payment being rendered.
- The Program Implementer will also utilize verification checks to the banks where funds will be deposited into, allowing the City to verify that the account is correct prior to authorizing payment to be transmitted.
- All payments will go through three levels of approval; (1) case auditor, (2) case supervisor, and (3) agency finance manager, before a funding request can be generated.
- Case managers will communicate with applicants and/or landlords to obtain and validate documentation to ensure that it is compliant with eligibility rules.

Payment Procedures

- The City will transfer funds to a bank account managed by the Program Implementer specifically dedicated for LB ERAP. Once payments are validated and a funding request is generated by the City, the Program Implementer will disburse funds from that account. The Program Implementer will request funds to be transferred into this account from the City on a regular basis as applications are validated and ready for payment.
- Payments will be made electronically through ACH, but the Program Implementer will issue paper checks if necessary.

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- The landlord and tenant will receive payment notification, and the system will capture and track all requests and appeals as part of the file.
- If an illegitimate payment is made, both landlord and tenant will be notified that the payment was determined to be illegitimate, and the payment will be recaptured through ACH.

Eligible Activities

The program will only pay for activities that are eligible as outlined in SB 91 and the Consolidated Appropriations Act of 2021. Both statutes identify only the following as eligible uses of rental assistance funds: rental arrears; prospective rent payments; utilities, including arrears and prospective payments for utilities; and other expenses, as defined by the U.S. Treasury Secretary, related to housing as provided in Section 501.C of Division N of the Act.

Administrative Guidelines

- The City is not funding housing stabilization services using ERAP funds; however, the City is funding these services using a different funding source.
- This program will prioritize households with outstanding past due rent. However, applicants without past due rent may apply for prospective rent. The upper limit on financial assistance for prospective rent is 25% of the prospective rent for three months based on any application by or on behalf of the household. These applications will be considered after all applications for past due rent are assisted.
- The City can provide assistance for City utility costs without providing assistance on rent. Households without past due rent applying for assistance with utility costs only will be considered after applications for past due rent are assisted.
- The City will not duplicate assistance provided by any other assistance program. If a household is a tenant of federally subsidized housing, such as HCV, Project-Based Rental Assistance, or Public Housing, the household is still eligible so long as the assistance provided by the ERAP only covers the costs that the tenant would owe that is not subsidized.
- Payments under the ERAP are provided to help households meet housing costs that they are unable to meet because of COVID-19; there is no requirement that the eligible household has to have been in its current rental home for the duration of the COVID-19 public health emergency.

Reporting Requirements

Per SB 91, quarterly activity reports will be submitted to the U.S. Treasury within 5 days of the close of the quarter. Additionally, financial reports will be submitted weekly in an electronic format that is acceptable to HCD; this will include the following data:

- f. Total funding obligated for payment of costs for Eligible Households for that week
- g. Total obligated funding to date

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- h. Total expenditures for that week
- i. Total expenditures to date
- j. Projected obligations for the next week based on applications received and processed to date.

Non-Discrimination Policy

The City of Long Beach is committed to a policy of non-discrimination and reaffirms its commitment that no person shall benefit or be discriminated against any person based on their race, color, religion, sex, disability, familial status, national origin, ancestry, marital status, sexual orientation, source of income, and age in housing. The City of Long Beach's ERAP will comply with all applicable statutes outlawing discrimination of any kind, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the City Charter, ordinances, resolutions, rules, or regulations.

The City is also committed to affirmatively furthering fair housing and advancing equity citywide. More information can be found in the City's adopted Equity Toolkit and Assessment of Fair Housing. The City's approach to advancing equity involves several strategies aimed at creating a city in which all residents can reach their highest level of health and potential regardless of background, neighborhood, or identity. The LB ERAP furthers these goals by providing housing stability for residents who have been most deeply impacted by the COVID-19 pandemic. More information on both the Equity Toolkit and the Assessment of Fair Housing can be found at the links below.

- [Long Beach Equity Toolkit](#)
- [Assessment of Fair Housing \(AFH\)](#)

EXHIBIT “E”

Consultant’s Key Employee:

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