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CITY OF LOS ANGELES  
STANDARD LANGUAGE  
FOR  
WORKFORCE INVESTMENT ACT JOB TRAINING AGREEMENT

Agreement No. (T5744) *C-126164*

Project Title: Moving Forward Initiative for Nestle

Contractor: City of Long Beach (Administering Entity for Pacific Gateway Workforce Investment Network)

Doing Business As: N/A

Type of Organization: Governmental Agency

Corporate Number: N/A

D-U-N-S® (Data Universal Numbering System) Number: 55-739-8141

CFDA (Catalog of Federal Domestic Assistance) Number: 17.278

Center(s): Harbor Gateway WorkSource Center  
1851 N. Gaffey St., San Pedro, CA 90731

Industry Sector: Logistics

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EXHIBIT B	INSURANCE REQUIREMENTS
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EXHIBIT K	SUBCONTRACT AND PROCUREMENT

THIS AGREEMENT is entered into between the City of Los Angeles ("City") and City of Long Beach (Administering Entity for Pacific Gateway Workforce Investment Network) ("Contractor"), a Governmental Agency, for the provision of services related to the "Moving Forward Initiative for Nestle" project, hereinafter referred to as the "Moving Forward" project. Contractor agrees to provide or give access to workforce preparation services to eligible customers, in accordance with the Workforce Investment Act (WIA), 29 USC §2851 *et seq.*

### RECITALS

WHEREAS, the City has entered into a grant agreement with the State ("Grantor") pursuant to the WIA of 1998 as amended, 29 USC §2801 *et seq.*, to provide employment, training, and job placement services to eligible persons within the City; and

WHEREAS, the Economic and Workforce Development Department ("EWDD") has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

WHEREAS, EWDD cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the General Manager of EWDD is authorized to accept on behalf of the City up to \$992,000 in WIA Dislocated Worker Additional Assistance 25 % Governor's Discretionary funds from the State of California Employment Development Department (EDD) for the "Moving Forward" project, a job training and placement initiative targeting One Hundred Twenty-Four (124) workers dislocated as a result of the closure of the Nestle Prepared Food Company's " Hot Pockets" manufacturing plant in Chatsworth, California, for a grant term of eighteen (18) months, retroactive to October 1, 2014 through March 31, 2016; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 14-1414-S2 dated May 5, 2015) that authorizes the General Manager of EWDD to prepare and execute the Agreement.

NOW, THEREFORE, the City and Contractor agree as follows:

# **1. INTRODUCTION**

## **§101 TERMS OF AGREEMENT**

This Agreement, including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 4/9/14), which is attached as Exhibit "A" and incorporated herein by reference, shall constitute the terms of this Agreement.

## **§102 NOTICES**

The parties to whom formal notices, demands and communications shall be forwarded are as follows:

The City, represented by:

Jan Perry, General Manager  
Economic and Workforce Development Department  
1200 West 7th Street, Sixth Floor  
Los Angeles, CA 90017

With copies to:  
Jaime Pacheco-Orozco, Director  
Workforce Development System

The Contractor, represented by:

Patrick H. West, City Manager  
3447 Atlantic Ave.  
Long Beach, CA 90807

With copies to:  
Nick Schultz, Executive Director  
Pacific Gateway Workforce Investment Network

## **§103 SERVICE OF NOTICES**

A. The City's representative as stated above is the party authorized to provide written approvals by City to Contractor in reference to matters addressed in this Agreement.

B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

C. If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

## **§104 CONDITIONS PRECEDENT TO THE EXECUTION**

A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:

1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference and more fully described in §502 hereinbelow.
2. An Affirmative Action Plan in accordance with §503 herein and a copy of which is located on the City Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org).
3. A Special Bank Account Agreement with a bank for the deposit of advanced WIA funds if the City has approved the advancement of such funds to Contractor. The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
4. A Code of Conduct for approval that meets the requirements of §504(B) herein.
5. Budget/Expenditure Plan and Customer Service Plan

- a. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder, a proposed Budget Summary/Expenditure Plan/Customer Service Plan ("Budget"). The Budget shall be prepared in accordance with the budget guidelines to be provided by the City.
- b. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by Contractor and the payment procedures for subcontractors.
- c. All funds pertaining to this Agreement advanced to Contractor by the City shall be deposited in this special Los Angeles City Bank Account upon receipt of the funds. Interest earned on advances under the Agreement is regarded as program income, must be reported on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City. Contractor shall secure City authorization in writing before any changes are made to the Depository Agreement. The City, at its option, may require that no funds be advanced to Contractor until Contractor has provided for the security of advance funds by one of the following three methods:
  - (1) Surety/Performance Bond
  - (2) Standby or Direct Letter of Credit
  - (3) Blocked Savings Account
- d. The amount and form of the security, if required, shall be determined by the City as noted in Exhibit B, Insurance Requirements, and is subject to prior City approval.

B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the term of the Agreement in the event that the information changes.

1. A current list of Members of the Board of Directors with their individual addresses where they may be reached.
2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
3. Contractor's Bylaws, and all amendments to those Bylaws, as adopted by Contractor and properly attested.
4. Resolutions of Executorial Authority or other corporate actions of Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form, the Certification of Authorities, provided by the City.
5. A current and valid license to do business in the City. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all certificates required of it under the Business Tax Ordinance and shall not allow the certificates to be revoked or suspended.
6. An Internal Revenue Service taxpayer identification number.
7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC – 34 of the Standard Provisions for City Contracts and Los Angeles Administrative Code § 10.40 *et seq.*
8. A Certification Regarding the Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, 20 CFR 667.200(d), and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit D and incorporated herein by reference.

10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit E and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93.

11. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit F and incorporated herein by reference.

12. A Certification Regarding Drug Free Workplace Requirements fully executed and attached hereto as Exhibit G and incorporated herein by reference.

13. A Certification Regarding Relocation of Business, fully executed in accordance with WIA regulations attached hereto as Exhibit H and incorporated herein by reference.

## **§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS**

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and their amendments, if any:

A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.

B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which Contractor agrees to abide by in the performance of this Agreement.

C. Agreements with Other Funding Sources:

1. A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.
2. Prior to Contractor's submittal directly or indirectly as a collaborator of a workforce development application or acceptance of a workforce development grant award, Contractor shall notify the City in writing and give the City an opportunity to comment on the potential impact to the City's workforce delivery system.

D. Board of Director's meeting minutes.

## **§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES**

A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

B. Contractor shall notify City within five (5) days of changes affecting this Agreement, including, but not limited to, actions that would change Contractor's legal status, any action that may materially change the performance of this Agreement (i.e., bankruptcy); and/or a change in Contractor's corporate name.

## **§107 DEFINITIONS**

The definitions of words used in this Agreement are as follows:

A. Federal Grantor Agency – for this Agreement the Federal Grantor Agency is DOL.

B. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided herein.

C. "City Directive(s)" or "WIA Directive(s)" – for this Agreement the terms "City Directive(s)" and or "WIA Directive" refer to the collection of directives directly applicable to WIA funded agreements. These directives are located on the EWDD website at [http://www.ewdd.lacity.org/home\\_directives.html](http://www.ewdd.lacity.org/home_directives.html). All applicable directives in this Agreement may

be superseded at any time by new directives issued by City. Contractor is responsible for reviewing the EWDD website for updates.

## **2. TERM AND SCOPE OF WORK**

### **§201 TIME OF PERFORMANCE**

A. The term of this Agreement shall be from February 1, 2015 to March 31, 2016 and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.

B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of local, State of California (State) and/or federal funds and upon Contractor's successful performance of all terms of this Agreement.

### **§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY**

A. Contractor shall provide training and re-employment services, such as re-training, career development and supportive services to workers dislocated from the Nestle Plant closure in Chatsworth. The detailed Scope of Work is attached hereto as Exhibit I and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

B. Pell Grant: Contractor shall notify City in writing of the amounts and disposition of the Higher Education Act (HEA) Title IV awards (Pell grants) and other types of financial aid to each WIA customer pursuant to WIA §134(d)(4) and 20 CFR §663.320.

1. For WIA agreements where Pell grants or other HEA awards are involved, Contractor shall document the Pell grant amount(s) on the WIA enrollment/registration form, the Standard Training Agreement for City Funded ITA Activities (Standard Training Agreement). In the Individualized Employment Plan (IEP), Contractor shall also document, in consultation with the educational institute, the customer's training-related financial assistance needs and the proper mix of WIA and Pell grant funds, since a Pell grant may be used for applicable living expenses as well as for tuition, fees, and books.

2. Contractor shall execute a Standard Training Agreement between the training provider, the customer, and the WorkSource Center, which indicates the portion of the HEA grant to be applied to the cost of tuition, fees and books. This information shall be verified during program monitoring. A copy of this agreement shall be maintained in the customer's file. Customers shall not be required to apply for Pell grants as a condition of participating in a WIA program.

3. A WIA customer may enroll in WIA-funded training while his/her application for a Pell grant is pending, as long as Contractor has made arrangements with the training provider and the WIA customer regarding allocation of the Pell grant, if it is subsequently awarded. In that case, the training provider must reimburse Contractor the WIA funds used to underwrite the training for the amount the Pell grant covers. Reimbursement is not required from the portion of the Pell grant assistance disbursed to the WIA customer for education-related expenses.

C. Consultant Services:

1. Prior to the execution of a subcontract for consultant services, Contractor shall maintain on file a bid package and proposed subcontract which contains the following items:

- a. The request for proposal (RFP);
- b. The list of firms to which the RFP's were sent;
- c. A minimum of three bids or as specified in §2 of Exhibit K of this Agreement; and
- d. Specific reasons for the selection of the prospective consultant. A resume of the consultant that fully describes previous experiences, particularly as it relates to the services to be performed under this subcontract, shall be attached.

2. The proposed subcontract which includes the following:

- a. Full description of the work activities that will be performed by the consultant;
- a. The length of time the consultant will be retained;



- b. The fee to be paid to the consultant indicating whether an hourly, weekly, or job completion date is to be the basis for payment; and
- c. Any work or consultation that would be rendered or considered pro-bono.

### 3. COMPENSATION

#### §301 CONTRACTOR COMPENSATION

##### A. Compensation

1. The City shall pay Contractor an amount not to exceed Seventy-Two Thousand Eight Hundred Seventy-Two Dollars (\$72,872) for the complete and satisfactory performance of the Scope of Work. Such funds shall be allocated from the EDD WIA Dislocated Worker Additional Assistance and Governor's 25 Percent Discretionary funds (WIA 25 Percent funds) as set forth in the Funding Allocation Table below and shall be expended in accordance with the approved Budget. Contractor's authority to expend such funds shall be for Term as set forth herein. Contractor's right to receive compensation is conditioned upon compliance with the City's indemnification and insurance requirement, satisfactory performance, and compliance with terms and conditions contained herein.

2. Funding allocation for the full term of this Agreement shall be as follows:

<b>FUNDING ALLOCATION TABLE</b>	
<b>Funding</b>	<b>WIA 25 Percent (CFDA# 17.278)</b>
Amount	\$72,872

3. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

4. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of Contractor's invoice and supporting documentation as described in the Reporting Requirements, §601, hereinbelow.

5. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.

6. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

7. Contractor shall be paid either on a cost reimbursement or advance basis. If Contractor is to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds. All City funds must be deposited in the special bank account until expended on City approved allowable contract costs and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

##### B. Funding of Agreement

1. Funding for the Scope of Work and Budget is subject to the continuing availability of federal funds for this program to the City and the City makes no commitment to fund this Agreement beyond the Term hereof. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of grant funds.

##### C. Payment to Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce or withhold the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.

2. Contractor shall be reimbursed for reasonable and allowable expenses incurred under this Agreement. Unless Contractor has been approved to receive advance payments, all payments shall be on a reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs under the terms of this Agreement.

3. Contractors not on an advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

4. Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by EWDD's Financial Management Division, showing final expenditures and other documents as required by City within 15 days after the termination date of this Agreement.

5. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section set forth herein.

D. Stand-In Costs: Stand-in costs are non-federal costs that may be substituted for disallowed grant costs if certain conditions are met. Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on monthly basis.

E. Profit: Contractor shall comply with City Directives regarding profit or return on investment.

F. Indirect Costs: Payment for indirect costs, if any, shall be released in accordance with instructions stated in the Federal Cognizant Agency's approval letter of indirect cost rates on file with the City pursuant to the Single Audit Act and Office of Management and Budget (OMB) circulars.

G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.

H. Concurrent Enrollment: If Contractor is serving customers, concurrently utilizing more than one funding stream, Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

I. Overtime Work: Unless specifically stated within this Agreement or authorized by the City in writing, Contractor shall not incur overtime work expenditures.

J. Travel: As approved in advance by the City and included in the Budget, Contractor shall be compensated for its reasonable expenses incurred in the performance of the Scope of Work, which include travel and per diem costs, unless otherwise expressed. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the Budget. Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on Contractor's policies and procedures and in accordance with City and grant requirements. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, §599.619, dated July 1, 1997, and as amended from time to time. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from EWDD.

K. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor is not meeting its proposed performance measures as set forth in the Scope of work, (ii) Contractor has failed to provide adequate services as required in this Agreement, (iii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iv) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

## **4. METHODS AND PROCEDURES GOVERNING PAYMENT**

### **§401 WITHHELD PAYMENTS**

A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.

B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and

Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.

D. Payments to Contractor may be unilaterally withheld or reduced by the City if Contractor fails to comply with the provisions contained herein.

#### **§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT**

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

#### **§403 ALLOWABLE AND UNALLOWABLE COSTS**

A. To be eligible for payment under this Agreement, costs or expenditures must be made in compliance with OMB A-122, located at [http://www.whitehouse.gov/omb/circulars\\_a122\\_2004/](http://www.whitehouse.gov/omb/circulars_a122_2004/), the terms herein, and the principles set forth below:

1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the approved Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.

3. Be fully documented and determined in accordance with GAAP.

4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

B. Certain costs and expenditures are unallowable under OMB A-122 and are not eligible for payment under this Agreement. Unallowable costs and expenditures may include, among others, the following:

1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.

2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.

3. Contributions and/or donations.

4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.

6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.

7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.

8. Travel: Contractor shall be compensated for Contractor's reasonable expenses incurred in the performance of this Agreement, to include travel and per diem costs, unless otherwise expressed. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s). All travel including out-of-state travel not included in the budget(s) shall not be reimbursed.

9. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.

10. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedure unless specifically waived by the City.

11. Insurance policies offering protection against debts established by the federal government.

12. Costs prohibited by 29 CFR Part 93 (Lobbying Restrictions) or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

13. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.

14. Grant funds may not be used to supplant existing services.

C. Advancements or reimbursements for costs or expenditures made to Contractor that are determined by the City to be unallowable must be immediately returned to the City.

#### **§404 PROGRAM INCOME**

A. Program income is defined as income earned through the activities funded hereby and as set forth in 24 CFR 85.25 and 24 CFR 570.500. Program income includes, but is not limited to, grants, fees that duplicate payments; average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.

B. Interest earned on advances received by Contractor is "program income." All interest earned must be reported as part of Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City, and which identifies that the amount represents interest earned on advanced funds.

C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to Contractor. At the City's discretion, program income may be used to augment Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

D. Contractor's failure to comply fully with program income requirements, including any City Directives or regulations, shall result in findings of disallowed costs.

#### **§405 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS**

A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds for WIA and all employment training programs, shall be immediately returned to the City and in no event later than fifteen (15) days after completion or termination.

B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed under this Agreement to the City within fifteen (15) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 15 day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the fifteen (15) days may not be paid by the City.

#### **§406 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS**

A. Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have Contractor secure the services of a licensed accounting firm. The costs of such accounting services are to be borne by Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.

#### **§407 CUSTOMER RELATED THIRD-PARTY COSTS**

A. Definition:

1. Customer related third-party costs shall be defined as costs incurred for work experience wages, and fringe benefits; supportive services and needs related payments; and third party training agreements, subcontracts, and procured tuition payment/voucher agreements; as allowed to Contractor in the approved Budget/Expenditure Plan.

B. Limitations

1. Contractor shall provide necessary and allowable supportive services and needs related payments to eligible customers who would not otherwise be able to participate.

2. Contractor shall comply with supportive services guidelines as defined in §101(46) and §134e(2) and (3) of the WIA, the City Directive 03-40, until superseded by another City Directive and any amendments thereto, which are incorporated herein by this reference.

3. The cost of the supportive service, as identified in the WIA, must be paid directly to the vendor of the particular service whenever possible, and must comply with WIA reporting requirements.

4. All wages earned or other cash funds provided to a customer must be paid in the form of a check or voucher that documents the amount paid and the appropriate withholdings.

C. Documentation: Contractor shall obtain and maintain on file documentation to support all requests for cost reimbursements. At a minimum, documentation shall include the following:

1. Copies of time cards and canceled checks for wages paid to work experience and customized training customers.

2. Copies of time cards and canceled checks for wages paid.

3. Copies of On the Job Training (OJT) agreements, customer payroll records, timecards, OJT employer invoices, records of monitoring site visits to employers, and employer evaluation of skills acquired by customer.

4. Copies of invoices from vendors and canceled checks paid to vendors for supportive services or tuition.

5. Copies of needs based assessments, payment authorizations, and canceled checks paid to the customer.

6. Copies of learning incentives and bonus assessments, payment authorizations, and canceled checks paid to the customer.

7. Copies of the childcare supportive needs assessments, the agreement forms, and canceled checks paid to the childcare provider.

8. Copies of valid vouchers for Individual Training Account and eligible training provider documentation in accordance with City directives.

## **5. STANDARD PROVISIONS**

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

### **§501 INDEMNIFICATION**

**(THIS IS ONLY APPLICABLE TO PUBLIC ENTITIES AND REPLACES PSC-20 OF THE STANDARD PROVISIONS FOR CITY CONTRACTS.)**

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of §895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement as defined by §895 of said Code the parties hereto, as between themselves, pursuant to the authorization contained in §895.4 and §895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act, or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of §895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said §895.2. The provision of §2778 of the California Civil Code is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

### **§502 INSURANCE**

#### **A. General Conditions**

1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth in the City of Los Angeles – Instructions And Information On Complying With City Insurance Requirements (Revised 10/09), and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be

primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by Contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. Track4LA™ is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA™ at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

**B. Modification of Coverage**

1. City reserves the right at any time during the Term to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

**C. Failure to Procure Insurance**

1. All required insurance must be submitted for approval by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of services, inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

2. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

**D. Workers' Compensation**

1. By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of § 3700 *et seq.*, of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

**§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State, and the City. In performing this Agreement, Contractor shall not discriminate in its employment practices, against any employee or applicant for employment because of such person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity/expression, age, marital status, family status, domestic partner status, physical handicap, mental disability, medical condition, political affiliation or belief. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).

B. Contractor shall comply with the provisions of the Los Angeles Administrative Code §§10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$1,000, but not more than \$100,000, the Equal Opportunity practices provisions of this Agreement shall be the mandatory contract provisions set

forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of \$100,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity/expression, age, marital status, family status, domestic partner status, physical handicap, mental disability, medical condition, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this section, Title 24 Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

#### **§504 CONFLICT OF INTEREST**

A. No City-funded Employees as Board Members

The City will not execute any agreements and/or amendments with contractors where an employee (an individual who is paid or receives any financial benefit from funds from the agreement with the City), is a member of the Board of Directors. Contractor's Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in WDS Directive No. 14-05. The Code shall be submitted to the City for approval prior to execution of this Agreement.
2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq.*) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
4. Definitions:
  - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
  - b. The term "financial or other interest" includes, but is not limited to:

- 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - 2). Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.
5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
  6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.
  7. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
  8. Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and Contractor.
  9. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.
  10. Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
  11. Contractor covenants that no director, officer or employee of Contractor shall have an interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, director or officer or for one year thereafter.
  12. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
  13. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

## **§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS**

Contractor, in performance of this Agreement, warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, Los Angeles County and City. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

### **A. Statutes and Regulations Applicable To All Grant Contracts**

Contractor shall comply with all applicable requirements of State, federal, Los Angeles County and City laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to, laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:



1. Code of Federal Regulations (CFR) and OMB Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or 2 CFR 215 (former OMB Circular A-110 --Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); 48 CFR 31 (Allowable costs for For-Profit); 45 CFR 74 (Allowable costs for hospitals); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

- a. Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Americans with Disabilities Act

- a. Contractor hereby certifies that it will comply with the Americans with Disabilities Act (ADA) 42, USC §12101 *et seq.*, and its implementing regulations and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR, Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 USC 3601, *et seq.*; 24 CFR Parts 100, 103 and 104 (FHA) and all implementing regulations. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA and ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

- a. At any time during normal business hours and as often as the City, the U.S. Comptroller General, the DOL, the Auditor General of the State, and the Employment Development Department of the State (EDD) or their designees through any authorized representative, may deem necessary, Contractor shall make available for examination all of its records, paper or electronic, with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. DOL, the Auditor General of the State, and EDD or their designees through any authorized representative, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all Contractor's

invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

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

6. Records Maintenance

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

7. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 USC §276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

8. Civil Rights

- a. Contractor shall comply with all federal statutes relating to nondiscrimination including, but not limited to:
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 USC §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by persons with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13."
  - (2) Title IX of the Education Amendments of 1972, as amended (20 USC §§1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex.
  - (3) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.
  - (4) The Age Discrimination act of 1975, as amended (42 USC §§6101-6107), which prohibits discrimination on the basis of age.

- (5) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- (6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (7) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- (8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing.
- (9) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
- (10) The requirements of any other nondiscrimination statute(s) which may apply to the application.
- (11) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (12) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e).
- (13) The ADA, 42 USC §12101 *et seq.*, and the ADA, Pub. L. 110-325 and all subsequent amendments.
- (14) The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

9. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §1451 *et seq.*); (f) conformity of federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 USC §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 USC 1360).
- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 USC §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 USC §4822 *et seq.*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S. §1251 *et seq.*) that restores and maintains the chemical, physical and biological integrity of the nation's waters.

- f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.
- h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- i. Contractor shall comply with Environmental Protection Agency requirements.

10. Preservation

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

11. Suspension and Debarment

- a. Contractor shall comply with Federal Register, Volume 68, Number 228, Executive Orders 12549 and 12689 and 29 CFR Parts 97.35 and 98.510 regarding Suspension and Debarment. Contractor shall require that the language of the certification required by §104(B)(9) be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

12. Drug-Free Workplace

- a. Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §8102, 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

13. Animal Welfare

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

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

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

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

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

18. Contractor shall administer this Agreement in accordance with OMB requirements contained in the following Circulars: Common Rule, Subpart C, for public agencies, or 2 CFR 215 for nonprofit organizations.

B. Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with the following statutes and regulations as applicable:

1. Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles, including laws and regulations pertaining to labor, wages, hours and other conditions of employment and City's anti-discrimination provision, Affirmative Action Plan, and WIA customer's compliance with Selective Service Act. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, policies, and/or procedures that apply to the performance of this Agreement.
2. Examples of applicable statutes, rules or regulations include, but are not limited to, the following:
  - (1) WIA of 1998 (20 USC §2801, *et seq.*), and any amendments thereto, and regulations (20 CFR 652 *et seq.* 20 CFR, Part 31, 32, 96 and 97) and any amendments thereto.
  - (2) Governor's Executive Orders implementing WIA, any amendments thereto and regulations adopted.
  - (3) Wagner-Peyser Act (29 USC §49 *et seq.*).
  - (4) Provisions of the grant agreements between the City and the DOL, and between the City and the State, pursuant to WIA, including their general terms and conditions, which are hereby incorporated by reference as though set forth herein in full.
  - (5) City WIA policies as set forth in the Certification Policy and Procedures, as approved by the WIB.
  - (6) City administrative procedures and notices released in the form of City Information Bulletins or City Directives.
  - (7) During the performance of this Agreement, the Contractor and its subcontractors shall not deny WIA benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner status, age, sex, sexual orientation, gender identity/expression. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  - (8) Age Discrimination Act of 1975, as amended (42 USC §6101, *et seq.*) and implementing regulations.
  - (9) ADA, PL 101-336 and all applicable regulations and the ADAAA Pub. L. 110-325 and all subsequent amendments.
  - (10) Archaeological and Historic Preservation Act of 1974 (USC §469a-1 *et seq.*).
  - (11) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §1451 *et seq.*).
  - (12) California Labor Code §1720 *et seq.*
  - (13) Clean Air Act as amended (42 USC §1857, *et seq.*).
  - (14) Coastal Barrier Resources Act, PL 97-348 dated October 19, 1982, 16 USC §3501 *et seq.*
  - (15) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (PL 91-616).
  - (16) Contract Work Hours and Safety Standards Act (40 USC §§327-330) (29 CFR, Part 5).
  - (17) Contract Work Hours and Safety Standards Act §§103 and 107 (40 USC §§327-333, as supplemented by DOL regulations 29 CFR Part 5).
  - (18) Contractor will comply with Equal Opportunity/Nondiscrimination Policy (Directive 01-52) and the City of Los Angeles Local Workforce Investment Area Complaint Resolution Procedures (Directive 01-31).

- (19) Copeland Anti-Kick Back Act (18 USC §§874, 4042, 4121-4128, 4162, as supplemented in DOL regulations, 29 CFR Part 3, 40 USC §276c).
- (20) Davis-Bacon Act (40 USC §276a *et seq.*, as supplemented by DOL regulations 29 CFR Part 5).
- (21) Drug Abuse Office and Treatment Act of 1972, as amended (PL 92-255).
- (22) Drug Free Workplace Act of 1988, PL 100-690, Title V, Subtitle D.
- (23) Endangered Species Act of 1973, as amended (PL 93-205).
- (24) Energy Policy and Conservation Act (PL 94-163, December 22, 1975, 42 USC §6201 *et seq.*, as amended).
- (25) Executive Order 11063 dated November 20, 1962.
- (26) Executive Order 11593 (Identification and Protection of Historic Properties).
- (27) Executive Order 11738 (Notification of Violating Facilities).
- (28) Executive Order 11988 (Evaluation of Flood Hazards in Floodplains).
- (29) Executive Order 11990 (Protection of Wetlands).
- (30) Executive Orders 12549 and 12689 (federal regulations regarding debarment contained in the Executive Order), and 20 CFR 667.200(d), 29 CFR Parts 97.35 and 98.510, and any amendment thereto.
- (31) Fair Employment and Housing Act (Government Code, §12900 *et seq.*), the regulations promulgated thereunder (California Administrative Code, Title 2, §7285m *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, §§11135-11139.5) and the regulations or standards adopted by the City to implement such article.
- (32) Family Economic Security Act (FESA) AB 3424, as amended, CUIS 1500 *et seq.* and any successor legislation.
- (33) Federal Fair Labor Standards Act, 29 USC §201.
- (34) Federal Water Pollution Control Act, as amended, 33 USC §1251, *et seq.*
- (35) Flood Disaster Protection Act of 1973 §102(a) (PL 93-234).
- (36) Hatch Act (5 USC §§1501-1508 and 7324-7328).
- (37) Intergovernmental Personnel Act of 1970 (42 USC §§4728-4763, Appendix A of OPM's Standards for a Merit System of Personnel Administration, 5CFR 900, Subpart F).
- (38) Laboratory Animal Welfare Act of 1966, as amended (PL 89-544, 7 USC §2131 *et seq.*).
- (39) Lead-Based Paint Poisoning Prevention Act (42 USC §4822 *et seq.*).
- (40) Military Selective Service Act, §3 (50 USC App. 453).
- (41) National Environmental Policy Act of 1969 (PL 91-190, Executive Order 11514).
- (42) National Historical Preservation Act of 1966 §106, as amended (16 USC §470).
- (43) OMB Circular A-122, Cost Principles for Non-Profit/Non-Governmental Organizations.
- (44) OMB Circular A-87, Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- (45) PL 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (46) Public Health Service Act of 1912 (§§523 and 527), as amended (42 USC §§290 dd-3 and 290 ee-3).
- (47) Rehabilitation Act of 1973 (§§503 and 504), PL 93-112, as amended, 20 USC 794, and implementing regulations issued at 45 CFR, Part 84.

- (48) Rehabilitation Act of 1973 §504, as amended (29 USC §794).
- (49) Safe Drinking Water Act of 1974, as amended (PL 93-523).
- (50) Single Audit Act PL 98-502 and 2 CFR 215 (former OMB A-110) and OMB A-128 or A-133 as applicable.
- (51) Title IX of the Education Amendments of 1972, as amended (20 USC §§1681-1683 and 1685-1686).
- (52) Titles VI, VII, and VIII of the Civil Rights Act of 1964 (42 USC §2000d) and implementing regulations; PL 88-352, as amended; and 42 USC §3601 *et seq.*, as amended.
- (53) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646).
- (54) Wild and Scenic Rivers Act of 1968 (16 USC §1271 *et seq.*).
- (55) Section 508 of the Clean Water Act (38 U.S.C. §1368).
- (56) Sweat-free Code of Conduct:

All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov) and Public Contract Code §6108. Contractor agrees to provide records requested by the Department of Industrial Relations or City to determine compliance with the foregoing requirements.

- (57) State Nondiscrimination Clause:  
 During the performance of this Agreement, Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (Cancer, age (over 40)), marital status, pregnancy disability and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*) and the application regulations promulgated there under California Code of Regulations Title 2, §7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing Gov., Code §12990 set forth in Chapter 5, Div., 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- (58) Contractor shall comply with the conditions set forth and applicable to subrecipients regarding Labor Organization Consultation and/or Concurrence contained in 29 USC §306 and implementing regulations.
- (59) Contractor shall abide by the stipulations in the Maintenance of Effort provisions of WIA and any implementing regulations.
- (60) Contractor shall comply with the Salary and Bonus Limitations as provided by PL 109-149 and PL 109-234 restricting the salary level for anyone receiving WIA funds not to exceed Executive Level II.
- (61) Provisions of Public Law 107-288 (38 USC 4215), Jobs for Veterans Act, as the law applies to DOL job training programs.
- (62) Child Support Compliance Act, California Family Code §5200 *et seq.*

## **§506 FEDERAL, STATE AND LOCAL TAXES**

A. Federal, State, and local taxes shall be the responsibility of Contractor as an independent contractor and not as a City employee.

## **§507 INVENTIONS, PATENTS AND COPYRIGHTS**

A. Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit "J" and incorporated herein by reference.

# **6. GRANT REQUIREMENTS**

## **§601 REPORTING REQUIREMENTS**

A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.

B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.

1. Monthly Fiscal Report and Closeout Report:
  - a. Expenditure Report - Due on or before the **15<sup>th</sup>** day of each month, Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
  - b. Cash Request – Due on or before the **15<sup>th</sup>** day of the month, a cash request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5<sup>th</sup> day of the month but not earlier than the 25<sup>th</sup> of the preceding month. If approved for a cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.
2. Closeout Report
  - a. Within **15** calendar days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, Contractor certifies that: i) costs reported and payments requested are valid and consistent with the terms of the Agreement and ii) cash payments received from the City shall be used to pay only for expenditures as reported on the Agreement final closeout invoices. Costs reported and payments made are subject to City verification.
  - b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally close out the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 15-day closeout date following the termination of this Agreement.
3. Annual Inventory Report:
  - a. Contractor shall submit an annual inventory report to the City as stipulated in this Agreement for all nonexpendable property that has a City identification decal affixed to it. The City shall provide the inventory report form to Contractor 30 days before the termination date of this Agreement.
4. Report on Reasonable Cost:
  - a. Contractor shall report to the City costs charged to other funding sources for services, which are the same type of fee-for-performance price services as those covered by this Agreement. If the costs are lower, Contractor shall submit a justification for charging the City a higher cost. This report shall be submitted by Contractor within 30 calendar days after the execution of the Agreement with the other funding source(s).



## **§602 MAINTENANCE OF RECORDS**

A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of five years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records.

B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

C. Contractor shall inform the City in writing of any location changes **within five (5) days** from the date the records, reports, participant files, and other documentation and physical evidence are moved.

## **§603 CUSTOMER/APPLICANT FILES**

A. Contractor shall complete and maintain on-site in the customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents, 7) job development records; 8) exit documents; 9) post placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

B. NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

## **§604 EQUIPMENT RECORDS**

A. Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.

1. A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$1,000 or more per unit, or is expected to have a useful life of one year or more. Items falling into the following categories are also considered equipment, regardless of acquisition costs and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by purchase and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

2. The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; (4) source of acquisition; (5) condition of the equipment; (6) title holder; (7) date of disposition, if applicable; and (8) location.

B. All equipment obtained under this Agreement shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

C. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

D. Contractor shall comply with the requirements of City Directive Number 07-16 and any amendments thereto in the management of nonexpendable property purchased with WIA funds.

## **§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES**

Prior to the purchase or lease of equipment Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement. Any purchase of property with an acquisition cost of \$5,000 or more per unit and any of the cost charge to WIA funding in this Agreement shall require a written prior approval of the State.

The term "equipment" as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All property, real and personal, purchased under this Agreement with grant funds shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

The property shall be used and maintained by Contractor as follows:

1. Property shall be used solely in the performance of this Agreement.
2. No modifications shall be made to the property without the prior written approval of City.
3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.

C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by the EDD and City Directives and any approved Ordinance, e.g. Ordinance #178450, which codifies procedures related to handling City-owned Electronic Waste (e-Waste), such as computers, printers, cellular devices and all related accessories. Disposition of WIA funded properties shall be governed by EDD Directive No. WIAD03-9. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions.
  - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.
  - b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
  - c. It is recommended that Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the Lessor agrees that if Lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, Lessee may terminate the lease with 120 days written notice.

Contractor shall amend any current lease agreements to incorporate the above provisions.

2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of cash.
3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

**§606 ACCOUNTING PRACTICES**

A. Contractor shall maintain a system of internal control in accordance with standard accounting practices.

1. In accordance with GAAP and City Directives, financial systems shall include:
  - d. Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
  - e. Effective internal controls to safeguard assets and assure their proper use;
  - f. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
  - g. Source documentation to support accounting records;
  - h. Proper charging of costs and cost allocation; and be sufficient to (i) permit preparation of required reports and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and
  - i. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.
2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to Contractor.

#### **§607 DOCUMENTATION OF EXPENDITURES**

A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.

B. Payroll expenditures shall be supported by activity reports that may include, but not be limited to, case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.

C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the subagreement. All documentation must remain on file at Contractor's office.

#### **§608 AUDITS AND INSPECTIONS**

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

B. Access by the City, the Auditor General of the State, and EDD or their designees, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$500,000, Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in OMB Circulars A-133 as applicable (City Council action dated February 4, 1987, C.F. No. 84-2259-S1), and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of Contractor's fiscal year.

D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.

E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.

F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the Financial Management Division of EWDD.

G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.

H. If the expenditures under all federal programs are less than \$500,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with Directives received from the City.

I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.

J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:

1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to EWDD, and/or
2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or impose the Default, Probation, Suspension and Termination provisions of this Agreement.

K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.

L. City may require a Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.

M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.

N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the grant.

#### **§609 CONFIDENTIALITY OF INFORMATION**

A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

B. The City and Contractor agree that:

1. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
2. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.
3. Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.

(1) Aggregate summaries: All reports and/or publications developed by the subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

4. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.

5. Contractor shall notify City of any actual or attempted information security incidents, within 24 hours of initial detection. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

Contractor shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

6. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

7. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

8. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

9. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

10. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

11. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

12. The City may, in its operation of the One-Stops, permit a One-Stop operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls into CalJobs. The City shall ensure that all such subcontracts comply with the intellectual property requirements of this Agreement attached hereto as Exhibit J and incorporated herein by reference, the confidentiality requirements of this section and any other terms of this Agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

(1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or Advance Encryption Standard (AES) data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJobs, social security numbers must be destroyed within two days after the client registers for CalJobs. If a subcontractor obtains confidential information as an agent of the City, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 CFR 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client

completes services. City should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later (29 CFR sec. 97.42 (b) (2)).

(2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.

(3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJobs, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJobs, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop operator.

(4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5) When the Grantor modifies State automated systems such as the State CalJobs System, it shall provide reasonable notice of such changes to the City. The City shall be responsible to communicate such changes to the One-stop Operator(s) in the local area.

13. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

#### **§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS**

A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, as either employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.

C. Contractor shall maintain proof of security clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

#### **§611 RESTRICTION ON DISCLOSURES**

A. Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with State and federal law.

#### **§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS**

A. Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic JobsLA ([www.jobsla.org](http://www.jobsla.org)) prescribed by the City for this purpose.

B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.

C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

**§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN**

A. Contractor shall install, or allow to be installed, for public display upon the project premises a sign, identifying Contractor as receiving financial assistance from the City.

**§614 PRESS RELEASES-PUBLIC INFORMATION**

A. Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program, regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

**§615 NOTICE TO CITY OF LABOR DISPUTES**

A. When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds in this Agreement shall be used to promote or deter union organizing.

**§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD**

A. Contractor shall list all Contractor's job openings with the local EDD Office when such job openings are funded, in full or in part, through monies provided hereby.

**§617 TECHNICAL ASSISTANCE**

A. Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

**§618 PROHIBITION OF LEGAL PROCEEDINGS**

A. Contractor is prohibited from using grant funds received under this Agreement for the purpose of instituting legal proceedings against the City or their official representatives.

**§619 FAITH-BASED ACTIVITIES**

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant funded program. However, a Contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

C. A religious or faith-based contractor may use space in its facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.

D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as

its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

## **§620 CHILD ABUSE**

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 *et seq.*), and specifically §§ 11165.7, 11165.9 and 11166 therein.

## **7. SUBCONTRACT AND PROCUREMENT PROCEDURES**

Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts. Contractor shall comply with subcontracting/procurement requirements set forth in Exhibit "K", which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

## **8. REMEDIES**

### **§801 DEFAULTS**

Should Contractor fail for any reason to comply with the contractual obligations of this Agreement, including, but not limited to, meeting the performance standards, starting up the program on time, providing services according to plan and/or to benefit customers and the provisions of the Agreement, maintaining expenditures at an approved rate in the Budget, resolving performance problems in a timely manner, demonstrating the capabilities to solve identified problems within a specific time, providing necessary fiscal or Management Information Services documents to City in a timely manner, maintaining agreed cost per placement or utilizing grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on Exhibit B (Insurance Requirement Form) and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

### **§802 NOTICE TO CORRECT PERFORMANCE**

- A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.
- B. **Within ten (10) business days**, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.



**§803 SUSPENSION OF THE AGREEMENT**

A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may, if applicable, notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.

B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.

C. Within ten (10) business days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

**§804 TERMINATION OF AGREEMENT**

A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least thirty (30) days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement, or portion thereof. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.

B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.

C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.

D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.

E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.

F. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.

G. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.

H. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.

I. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

J. If, after notice of termination of this Agreement, under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

**§805 NOTICES OF SUSPENSION OR TERMINATION**

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) business days from the City's written notice.

**§806 GRIEVANCE AND COMPLAINT RESOLUTION PROCEDURES**

A. City WIA Complaint Resolution Procedures

1. Contractor shall comply with the City WIA Complaint Resolution Procedures, and any changes incorporated therein during the term of this Agreement, in the resolution of complaints alleging a violation of the WIA, the WIA regulations, the grant, or any other Agreements under the Act. City shall furnish a copy of its procedures to Contractor upon execution of this Agreement.

2. Contractor shall provide to each eligible customer and staff employee a copy and/or summary of the City's WIA Complaint Resolution Procedures during orientation. In the event that Contractor subcontracts with another party for the provisions of training or job development services to a customer, the subcontract shall require that the customer receive access to WIA complaint procedures at each tier of service. Contractor shall maintain written documentation on file that each WIA staff person and customer has received information regarding the City's WIA Complaint Resolution Procedures.

3. Contractor shall designate a staff person as the Equal Opportunity (EO) Complaints Officer. The EO Complaints Officer WIA responsibilities will be to notify the City, EWDD, and EO Compliance Unit within 24 hours of acceptance of a WIA complaint; conduct an informal resolution meeting and attempt to resolve the complaint filed within 15 calendar days of its receipt and acceptance; refer all WIA discrimination complaints directly to the EWDD EO Compliance Unit; and represent Contractor in WIA administrative hearings conducted under the complaint procedures.

**B. Contractor WIA Customer Complaint Resolution Procedures**

1. Contractor shall designate an EO Complaints Officer whose duties will be to develop, administer, and maintain procedures for the resolution of complaints involving Individual Training Accounts and customer employment (OJT). Contractor shall advise complainant that all discrimination complaints should be filed directly with the City's EO Compliance Unit.

2. Contractor shall post in a public location initial and continuing notice of the local grievance and complaint procedures and instructions on how to file a complaint. Copies shall be made available to the general public upon request.

3. Contractor shall provide each customer with a copy of its internal WIA customer complaint resolution procedures upon registration into the program or during orientation. In the event that Contractor subcontracts with another party for the provision of training or job development services to a customer, the subcontract shall require that the customer receive access to WIA complaint procedures at each tier of service. Contractor shall maintain written documentation that each customer has received a copy of Contractor's WIA customer complaint resolution procedures and signature acknowledging receipt shall be in its original form.

4. Where a hard copy case file is maintained, a copy of the acknowledgment of receipt of the Grievance and Complaint Procedures shall be signed by the participant and included in each participant's case file. Where an electronic case file is maintained, Contractor must make a note indicating this notification did occur, the date of the notification, and the name of Contractor staff person who provided it.

C. Contractor shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIA or WIA regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

D. Contractor shall provide technical assistance (TA) to the complainants, including those grievances or complaints against the Contractor. Such TA shall include providing instructions on how to file a grievance or complaint, providing relevant copies of documents such as the WIA, regulations, rules, contracts, etc. and providing clarifications and interpretations of relevant provisions. This requirement shall not be interpreted as requiring Contractor to violate rules of confidentiality.

E. Contractor shall permit the Civil Rights Center (CRC), U.S. DOL (or a representative) access to its premises, customers, employees, books, and papers should the need arise during a complaint investigation.

## **9. MISCELLANEOUS**

### **§901 SURVIVAL OF TERMS AND CONDITIONS**

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 602, 604 and 608.

**§902 ORDER OF PRECEDENCE**

In the event of any inconsistency between the documents regarding this Agreement, said inconsistency shall be resolved by giving precedence to (i) the body of the Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) exhibits and attachments hereto, and (iv) any documents provided by Contractor.

**§903 RATIFICATION CLAUSE**

Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

**§904 NUMBER OF PAGES AND ATTACHMENTS**

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes Thirty-three (33) pages, and Eleven (11) Exhibits, which constitute the entire understanding and agreement of the parties.

**10. SIGNATURE PAGE**

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

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: [Signature]  
Deputy/Assistant City Attorney

Date: 8/26/2015

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By: [Signature]  
Date: 8-28-15



(Contractor's Corporate Seal)

Executed this 8th day of August, 2015

For: THE CITY OF LOS ANGELES

JAN PERRY  
General Manager  
Economic and Workforce Development Department

By: [Signature]

Executed this 21st day of July, 2015

For: CITY OF LONG BEACH (ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK)

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

By: [Signature]  
PATRICK H. WEST Assistant City Manager  
City Manager

APPROVED AS TO FORM AND LEGALITY

By: [Signature]  
CHARLES PARKIN, City Attorney Deputy

ATTEST

By: [Signature]  
~~LARRY HERRERA~~, City Clerk  
Poonam Davis

City Business License Number: [Redacted]

Internal Revenue Service ID Number: [Redacted]

Council File Number: 14-1414-S2; Date of Approval: May 5, 2015

Said Agreement is Number C-126164 of City Contracts  
(T5744)

**EXHIBIT A**  
**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC – 2. NUMBER OF ORIGINALS**

The number of original texts of this contract shall be equal to the number of the parties hereto, one text being retained by each party. At the City's option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC – 3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including, but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

In any action arising out of this contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

### **PSC – 4. TIME OF EFFECTIVENESS**

Unless otherwise provided, this contract shall take effect when all of the following events have occurred:

- A. This contract has been signed on behalf of Contractor by the person or persons authorized to bind Contractor hereto;
- B. This contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this contract as to form; and
- D. This contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this contract and has been attested to by the City Clerk.

### **PSC – 5. INTEGRATED CONTRACT**

This contract contains the full and complete agreement between the parties, sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. No verbal agreement nor conversation with any representative of either party shall affect or modify any of the terms and conditions of the contract.

### **PSC – 6. AMENDMENT**

Any change to the terms of the contract, including changes in the scope of work to be performed and any increase or decrease in the amount of compensation, which are agreed to by the parties shall be incorporated into the contract by a written amendment properly executed by the authorized representatives of the parties and effective pursuant to the

provisions of PSC-4. No verbal agreement with any officer or employee shall affect or modify any of the terms or conditions of the contract.

**PSC – 7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC – 8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC – 9. WAIVER**

A waiver of a default of any part, term or provision of this contract must be in writing and shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC – 10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The City may terminate this contract for the City's convenience at any time by giving Contractor thirty days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if Contractor fails to perform any of the provisions of this contract or so fails to make progress as to endanger timely performance of this contract, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract due to Contractor's breach of this contract
2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this contract or violates the City's lobbying policies, then the City may immediately terminate this contract.

4. In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this contract, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**PSC – 11. INDEPENDENT CONTRACTOR**

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of Contractor has been, is, or shall be an employee of the City by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

**PSC – 12. CONTRACTOR'S PERSONNEL**

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel who are assigned to work under this contract. Contractor agrees to remove personnel from performing work under this contract if requested to do so by the City.

Contractor shall not use subcontractors to assist in performance of this contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this contract. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

**PSC – 13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

Contractor shall not, unless it has first obtained the prior written consent of the City (a) Assign or otherwise alienate any of its rights under this contract, including the right to payment; or (b) Delegate, subcontract, or otherwise transfer any of its duties under this contract.

**PSC – 14. PERMITS**

Contractor and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance hereunder and shall pay any fees required therefore. Contractor certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC – 15. CLAIMS FOR LABOR AND MATERIALS**

Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), against



Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC – 16. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE**

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this contract, Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC – 17. RETENTION OF RECORDS, AUDIT AND REPORTS**

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this contract, in their original form, in accordance with requirements prescribed by the City. These records shall be retained for a period of no less than five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of this contract. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

**PSC – 18. FALSE CLAIMS ACT**

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC – 19. BONDS**

All bonds which may be required for performance of services shall conform to City requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC – 20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend (with counsel subject to approval by City), indemnify and hold harmless the City and its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC – 21. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor, at its own expense, undertakes and agrees to defend (with counsel subject to City approval), indemnify, and hold harmless the City, and its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, cost of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this contract; or (2) as a result of the City's actual or intended

use of any work product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Work Products are all works, tangible or not, created under this contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual records, and sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-21 shall survive expiration or termination of this contract.

**PSC – 22. INTELLECTUAL PROPERTY WARRANTY**

Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

**PSC – 23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this contract shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by Contractor relating to this contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract to contractually bind or otherwise oblige its subcontractors performing work under this contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law including, but not limited to termination of the contract.

**PSC – 24. INSURANCE**

During the term of this contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and the Instructions and Information on Complying with City Insurance Requirements and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

**PSC – 25. DISCOUNT TERMS**

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this contract which meet the discount terms.

**PSC – 26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

**PSC – 27. NON-DISCRIMINATION**

Unless otherwise exempt, this contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code as amended from time to time. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital state or medical condition. Any subcontract entered into by Contractor to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City.

**PSC – 28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded

to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

**PSC – 29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code as amended from time to time.

- A. During the performance of a City contract, Contractor certifies and represents that Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. Contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race,

religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract compliance, Contractor shall certify on an electronic or hard copy form to be supplied, that Contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such breach may be the basis for a determination by the awarding authority or the Board of Public Works that said Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to Contractor by the City under the contract, a penalty of ten dollars(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City shall have any and all remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Contractor shall submit an Affirmative Action Plan which shall meet the requirements of the Los Angeles Administrative Code at the time it submits its bid or proposal or at the time it registers to do business with the City. The Plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a Plan, Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimizes the impact of any disability.
- N. Any adjustments which may be made in the Contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contract.

**PSC – 30.      CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that Contractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.*, of the California Family Code; and (4) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to obtain compliance of its subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC – 31.      LIVING WAGE ORDINANCE**

- A. Unless otherwise exempt, the Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time. This Ordinance requires the following:
1. Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by the City.

4. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO.
  5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
  6. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is attached to the contract hereto as Exhibit C, in a prominent place in an area frequented by employees.
- B. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated the LWO provision.
- C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. Contractor shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Contractor shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Contractor.

**PSC – 32. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time.

**PSC – 33. AMERICANS WITH DISABILITIES ACT**

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC – 34. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this contract.



In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Contractor further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC – 35. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld.

**PSC – 36. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative code as amended from time to time.

- A. During the performance of the contract, Contractor certifies and represents that Contractor will comply with the EBO.
- B. The failure of Contractor to comply with the EBO will be deemed to be a material breach of this contract by the City.
- C. If Contractor fails to comply with the EBO the City may cancel, terminate or suspend this contract, in whole or in part, and all monies due or to become due under this contract 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 Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

Contractor shall 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 Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at 213-847-1922.”

**PSC – 37. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. Contractor certifies that it has complied with the applicable provisions of the Slavery Disclosure ordinance. Failure to fully and accurately complete the affidavit may result in termination of this contract.

**PSC – 38. FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview; (2) interview qualified individuals referred by EWDD; and (3) prior to filing any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the Contractor has violated provisions of the FSHO.

**PSC – 39. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)**

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about

the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**PSC – 40.      IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**EXHIBIT B  
INSURANCE**

Form Gen 146 (Rev. 9/06)

**REQUIRED INSURANCE AND MINIMUM LIMITS**

Name: City of Long Beach (Administering Entity for Pacific Gateway Workforce Investment Network)

Date: \_\_\_\_\_

Agreement/Reference: (T5744) Moving Forward Initiative for Nestle C-126164

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

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<input checked="" type="checkbox"/>	<b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
	<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers
	<input type="checkbox"/> Jones Act	

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<input checked="" type="checkbox"/>	<b>General Liability</b>	\$ <u>1,000,000</u>
	<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
	<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> _____

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<input type="checkbox"/>	<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
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<input type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	\$ _____
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<input type="checkbox"/>	<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	\$ _____
	<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
	<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
	<input type="checkbox"/> Earthquake	<input type="checkbox"/> _____

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<input type="checkbox"/>	<b>Pollution Liability</b>	\$ _____
	<input type="checkbox"/> _____	

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<input type="checkbox"/>	<b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/>	<b>Crime Insurance</b>	\$ _____

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**Other:**

1) In the absence of imposed Auto Liability insurance requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**EXHIBIT B**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

**PERSON TO CONTACT** Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

NAME	LaFaye Jones
CITY AGENCY	Economic and Workforce Development Dept. Financial Management Div.
ADDRESS	1200 W. 7 <sup>th</sup> Street, 4 <sup>th</sup> Floor Los Angeles, CA 90017
TEL (213) 744-7321	FAX (213) 744-7362

**GENERAL INFORMATION**

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **ACORD Certificates and other Insurance Certificates**:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

**EXHIBIT B - Cont.**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**EXHIBIT C**  
**CERTIFICATION REGARDING**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(Spanish).pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES**  
**WORKING ON CITY CONTRACTS**  
**RE: LIVING WAGE ORDINANCE AND**  
**PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES**  
**Department of Public Works**  
**Bureau of Contract Administration**  
**Office of Contract Compliance**  
**1149 S. Broadway Street, Suite 300**  
**Los Angeles, CA 90015**  
**Phone: (213) 847-2625 — Fax: (213) 847-2777**

Rev. 08/08

AGREEMENT NUMBER: (T5744) *C-126164*

CITY OF LONG BEACH (ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK)  
CONTRACTOR/BORROWER/AGENCY


PATRICK H. WEST, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE **Assistant City Manager**

7/21/15  
DATE

APPROVED AS TO FORM

July 9, 2015  
**CHARLES PARKIN, City Attorney**

By   
**KENDRA L. CARNEY**  
**DEPUTY CITY ATTORNEY**

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

EXHIBIT C

**EXHIBIT D**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER: (T5744) C-126164


CITY OF LONG BEACH (ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK)  
CONTRACTOR/BORROWER/AGENCY

PATRICK H. WEST, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE  
Assistant City Manager

7/21/15  
DATE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

**APPROVED AS TO FORM**  
July 9, 2015  
**CHARLES PARKIN, City Attorney**  
By   
**KENDRA L. CARNEY**  
**DEPUTY CITY ATTORNEY**



**Exhibit D (cont.)**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. 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.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. 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 Orders 12549 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal 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.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

**EXHIBIT E**  
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans**  
**and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
2. 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 undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned 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.
4. 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.

AGREEMENT NUMBER: (T5744) *C-126164*

CITY OF LONG BEACH (ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK)  
CONTRACTOR/BORROWER/AGENCY

PATRICK H. WEST, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*PHW*  
SIGNATURE  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

*July 21, 2015*  
DATE

**APPROVED AS TO FORM**

*July 9*, 20*15*  
**CHARLES PARKIN, City Attorney**

By *KL*  
**KENDRA L. GARNEY**  
DEPUTY CITY ATTORNEY

**EXHIBIT F**  
**MANAGEMENT REPRESENTATION**

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.  
True  False
2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.  
True  False
3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.  
True  False
4. Except as recorded or disclosed to you herein, I know of no instances of:
  - a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.  
True  False
  - b. Guarantees, whether written or oral, under which the Contractor is contingently liable.  
True  False
  - c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.  
True  False
5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.  
True  False
6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.  
True  False
7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.  
True  False
8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.  
True  False

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.  
True  False
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.  
True  False
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.  
True  False
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.  
True  False
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.  
True  False
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.  
True  False
15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.  
True  False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER: (T5744) *C-126164*

CITY OF LONG BEACH (ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK)  
CONTRACTOR/BORROWER/AGENCY

PATRICK H. WEST, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*P.H. West* EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
SIGNATURE  
Assistant City Manager

*July 21, 2015*  
DATE

APPROVED AS TO FORM  
*July 9*, 20*15*  
CHARLES PARKIN, City Attorney  
By *[Signature]*  
KENDRA L. CARNEY  
DEPUTY CITY ATTORNEY

**EXHIBIT G**  
**CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS**

The Contractor certifies that it will provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 8102 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code § 8350-8357:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the WIA program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the WIA program, the employee will:
  - a. Abide by the terms of the statement, and
  - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the City within ten days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination (consistent with requirements of the Rehabilitation Act of 1973 and the Americans with Disabilities Act), or
  - b. Requiring the employee's satisfactory participation in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

AGREEMENT NUMBER: (T5744) *C-126164*

CITY OF LONG BEACH (ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK)  
CONTRACTOR/BORROWER/AGENCY

PATRICK H. WEST, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*TRB*  
SIGNATURE  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

*July 21, 2015*  
DATE

EXHIBIT G

APPROVED AS TO FORM  
*July 9*, 2015  
CHARLES PARKIN, City Attorney  
By *KL Carney*  
KENDRA L. CARNEY  
DEPUTY CITY ATTORNEY

**EXHIBIT H**  
**CERTIFICATION REGARDING RELOCATION OF BUSINESS**

This certification is required of all the Contractors who have relocated their place of business within the preceding 120 days of receiving this Agreement. This certification is required pursuant to the regulations implementing the WIA as amended, 29 USC §2731 *et seq.* The regulations prohibit the use of any WIA funds by an entity that has relocated within the previous 120 days, where such relocation has caused the loss of employment of any employee at the original location.

The Contractor certifies as follows:

"I have read the foregoing regulations and I certify on behalf of the Contractor mentioned below that if this Contractor has relocated its place of business within the past 120 days, that such relocation has not resulted in the loss of employment for any employee at the original location. I also certify that any funds provided by us to any subcontractor(s) shall require the same certification."


AGREEMENT NUMBER: (T5744) C-126164

CITY OF LONG BEACH (ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK)  
CONTRACTOR/BORROWER/AGENCY

PATRICK H. WEST, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 EXECUTED PURSUANT  
SIGNATURE TO SECTION 301 OF  
THE CITY CHARTER.  
Assistant City Manager

July 21, 2015  
DATE

**APPROVED AS TO FORM**  
July 9, 2015  
CHARLES PARKIN, City Attorney  
By   
KENDRA L. CARNEY  
DEPUTY CITY ATTORNEY

**EXHIBIT I**  
**SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY**

A. Purpose

1. Contractor shall deploy a re-employment strategy to target workers dislocated from the Nestle Chatsworth Plant closure in October 2014 with a focus on the proposed Logistics industry sector.
2. Contractor shall engage in a re-employment strategy to serve the aforementioned displaced workers, which must include the following components:
  - a. Focus re-employment activity in the Logistics industry sector Contractor proposed in response to the City's Request for Interest solicitation for this agreement.
  - b. Provide case management, training and supportive services that will provide skills development to facilitate the placement or advancement of program participants that have been laid-off from the Nestle Chatsworth Plant closure in October 2014.
  - c. Perform the following tasks with respect to employment services to ensure the identification and matching of job seekers to job opportunities:
    - (1) Priority of service must be accorded to veterans, eligible spouses of veterans, and individuals with disabilities.
    - (2) Conduct participant assessments and collaborate with training providers to identify appropriate training modalities.
    - (3) Work with employers that are ready, willing, and able to hire program participants post training.
    - (4) Work with employers within the WorkSource Center (WSC) and Nestle Chatsworth plant sites on active recruitments.
    - (5) Conduct labor exchange activities, matching and referring participants to job orders and postings.
    - (6) Engage in analytics and outreach activities to understand and communicate participant profiles, education levels, skills, and experiences to the employer community to inform labor exchange activities.
    - (7) Communicate identified job opportunities to all staff and partners within the WSC.
    - (8) Participate in and coordinate job fairs at the WSC and other partner or community locations.
    - (9) Conduct screening and coaching activities prior to referring candidates to employers to ensure participants are prepared and qualified for job selection process.
    - (10) Manage relationships with the hiring managers of employers to promote labor exchange and job identification activities with the WSC.
    - (11) Coordinate activities with EDD, and work in concert with other service providers, non-governmental organizations, employers chambers of commerce, faith-based organizations, and community-based organizations.
  - d. Provide Referrals to eligible training programs that are listed on the State's Eligible Training Provider List (ETPL). Contractor shall provide a timely assessment of potentially eligible participants that are referred by City staff.
  - e. Offer clients on-the-job training (OJT) programs that ensure a maximum of six months of OJT with a commitment from the employer to place program participants in employment upon successful completion of the OJT. Contractor shall ensure that program participants are paid

based on industry standards and at wages equal to those of any other regular workers who work at the same level.

3. Contractor shall serve a minimum of Thirteen (13) program participants and shall ensure that all program participants are 100% enrolled by September 30, 2015. The City will evaluate Contractor's progress in enrolling program participants to ensure 100% enrollment by September 1, 2015. In the event that Contractor fails to meet the 100% enrollment requirement by September 30, 2015, the City reserves the right to reprogram funding from Contractor.
4. All participant training shall be completed on or before December 31, 2015.
5. Participants may be co-enrolled in the WIA Formula Dislocated Worker program (Grant Code 501), but not in another National Emergency Grant program, or another 25% additional assistance program, or any other special grant-funded program without the express written authorization of the City and the grant administrator.
6. Contractor shall provide such allowable WIA program services and activities to program participants, as determined necessary, appropriate, and reasonable.
7. The Statement of Work is a general description of the services made available by Contractor. Should Contractor determine that there exists a need to significantly alter the services set forth herein, and before instituting any such change, Contractor shall receive City's prior written approval. Any such change may require an amendment to the Agreement.

#### B. Program Responsibilities

1. Contractor can leverage 25% additional assistance grant funding for co-enrollments.
2. Contractor shall provide intensive case management services, training services, and re-employment services to workers laid off from the Nestle Chatsworth plant closure in October 2014.
3. OCCUPATIONAL SAFETY AND HEALTH ACT: Contractor agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970, as amended, if the participants were employees of Contractor. Contractor shall also comply with the provisions of the California Occupational Safety and Health Act, as amended.
4. Contractor is required to close-out funds appropriated within fifteen (15) days following the date of March 31, 2016.
5. Contractor shall enroll participants in the JobsLA System within 30 business days of the activity date (example: enrollment/registration date, exit date, follow-up date), utilizing Moving Forward grant code 1019. Please refer to WDS Directive No. 15-15, MIS and Budget Guidelines 25% Dislocated Worker Additional Assistance "Moving Forward." ([http://ewddlacity.com/images/directives/wds-directive/WDS-Dir\\_15-15.pdf#zoom=75](http://ewddlacity.com/images/directives/wds-directive/WDS-Dir_15-15.pdf#zoom=75)).
6. Contractor shall inform program participants that they may access WIA services, including supportive services. Supportive services shall be provided to the participant based on need. Total program expenditures for supportive services are limited to a minimum of 5% of the total amount allocated to Contractor. Supportive service funds may be used to pay for emergency medical treatment and needs-related payments. No funds will be used under this 25% Additional Assistance Project agreement to pay for health insurance premiums for dislocated workers who do not qualify under programs authorized by the Trade Act of 2002.

#### C. Customer Services

1. State policies governing OJT agreements, customized training, subsidized work experience, participant support services, paid and unpaid work experience, and paid and unpaid internships shall apply to all such activities under this Agreement. Where the State has not defined a specific policy, and where specific policy or guideline has not been developed and approved for the program, existing WIA rules and regulations will prevail.
2. All work experience activities must be approved by the City and paid from intensive services funds. Work experience wages paid under this Agreement shall not exceed \$15.00 per hour and the length of a paid work experience assignment will not exceed 12 weeks.



3. OJT agreements will be developed only with employers for positions where the employer has agreed to retain the participant after successful completion of the OJT period. Wage reimbursement payments under OJT agreements will be based on the specific vocational preparation level requirements of the position to be trained and will not exceed the prevailing hourly wage limits for reimbursement or as approved by a state waiver. In no case may the duration of an OJT agreement exceed six months in length.
4. Follow-up services for participants receiving service(s) under this Agreement shall continue for four (4) quarters after program exit.

D. Performance Measures and Customer Service Level

Contractor shall serve a minimum of Thirteen (13) dislocated workers who were laid-off from the Nestle Chatsworth plant closure in October 2014.

E. Performance Measures and Customer Service Level Table

The figures set forth below in the Performance Measures Table establish minimum quantitative performance measures based on DOL measures, local measures and the State's expectations for the City's WorkSource system performance. As part of continuous quality improvement and in keeping with its service plan, Contractor should strive to exceed the minimum levels.

**PERFORMANCE MEASURES AND SERVICE LEVELS TABLE**

Performance Measure		Dislocated Worker
	DOL Measure	
1	Entered Employment Rate	67.5%
2	Employment Retention Rate	80.2%
3	Average Earnings	\$15,150
4	Minimum Training Expenditure	55%
5	New Enrolled Customers	13

F. Special Conditions

1. If the City imposes additional requirements to this Agreement that Contractor believes could cause an increase in the cost of, or the time required for, the performance of the services under this Agreement, Contractor may request an equitable adjustment be made in the price or performance schedule, or both, and if the City concurs, the Agreement shall be amended in writing accordingly.
2. Neither party shall be liable for damages for delays in performance arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.
3. Other Special Conditions: None.

**EXHIBIT J**  
**INVENTIONS, PATENTS AND COPYRIGHTS**

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek patent protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 *et seq.* (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 29 CFR 97.34

D. Rights to Data

1. 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 produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).
2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants – **IF APPLICABLE**

This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

## F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

## G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

#### H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

#### I. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City/State a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its rights, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

#### J. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City's/State's prior written approval; and (ii) granting to or obtaining for City's/State's, without additional compensation, a license, as described in Section G. above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

#### K. Warranties

1. Contractor represents and warrants that:
  - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell,

import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

- b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
  - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
  - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
  - f. It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State makes no warranty that the intellectual property resulting from this subgrant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

#### L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.
2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be

entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**EXHIBIT K**  
**SUBCONTRACT AND PROCUREMENT**

**§1 SUBCONTRACTS**

- A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts.
- B. Subcontracts entered into in the performance of this Agreement shall:
  - 1. Be subject to the terms and conditions set forth in of this Agreement. City may require incorporation of the applicable provisions in a written agreement;
  - 2. Specifically prohibit assignment or transfer of interest without prior written approval by the City;
  - 3. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
- C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

**§2 PROCUREMENT PROCEDURES**

- A. It is the policy of the City to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to, all of the following subsections. It is the City's intent that the following rules be binding upon the City and its subcontractors. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
- B. Purpose. It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
- C. Competition. The City and each of its contractors shall conduct procurement in a manner that provides full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:
  - 1. Placing unreasonable requirements on firms or organizations in order for them to qualify to do business;
  - 2. Requiring unnecessary experience and excessive bonding;
  - 3. Noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations;
  - 4. Noncompetitive awards to consultants that are on retainer contracts;
  - 5. Organizational conflicts of interest;
  - 6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement;
  - 7. Overly restrictive specifications; and
  - 8. Any arbitrary action in the procurement process.
- D. Responsibilities.
  - 1. The following procedures shall apply to all procurement under this Agreement in order to ensure that all solicitations:
    - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

- b. Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
2. Issue a Public Notification. The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.
3. All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.
4. Contractor shall provide a copy of the RFP/request for qualifications (RFQ) to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the RFP/RFQ.
5. The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.
6. The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
7. The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure in compliance with 29 CFR 97.36. These records shall include, but are not limited to, the following: rationale for the method of procurement, the selection of contract type, contractor selection or rejection, rationale and reasonable rating criteria and the basis for the contract type. Records regarding the history of a procurement procedure shall comply with 29 CFR 7.36.
8. The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.
9. The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to, an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
10. The Contractor shall not contract with any party which is debarred, suspended or otherwise excluded from participation in federal assistance programs in accordance with DOL regulations at 29 CFR Part 98. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The federal government prohibits awards to any party that is debarred. The federal government compiles a list of debarred parties. The federal list is published by the General Services Administration; a copy may be obtained by telephoning the Superintendent of Documents (202/512-1600). The list will be issued as an information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment lists.

11. Procurement shall be conducted at least once every three years.
12. Procurement activities must be conducted in a confidential manner. Staff involved in procurement must not divulge advance purchasing information, specific proposal/offer evaluation criteria, negotiations with bidders or in-house discussions regarding a procurement until such time as this information is released to all parties.
13. Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a login sheet or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that only proposals received by the deadline specified in the RFP/RFQ qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
14. Contractor shall establish proposal evaluation procedures that shall include, but not be limited to, the following:
  - a. Clear staff responsibilities. A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to ensure compliance with these procurement rules.
  - b. Develop a standard worksheet or check list for determining responsiveness of each proposal.



- c. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal.
  - d. Prepare an analysis of costs to verify allowability and to determine reasonableness.
  - e. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results.
  - f. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluators).
  - g. Identify policy and process by which selection of awardee(s) will be made.
  - h. Provide an opportunity for bidders to appeal staff recommendations.
  - i. Items a-c should be sufficiently completed before issuance of the RFP so relevant parts can be included.
15. Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the RFP/RFQ. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal. For participant service RFPs/RFQs demonstrated performance and ability must be documented and should include independently verified information and data.
  16. Contractor shall determine which proposals are in the competitive range for technical response and based on the cost and price analysis conducted prior to the RFP/RFQ are within the cost and price criteria.
  17. Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.
  18. Contractor shall determine for participant service RFPs the demonstrated performance and ability of the highest rated offeror(s). This determination must be documented and should include independently verified information and data.
  19. Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
  20. Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
  21. City may procure goods and services from other governmental entities in accordance with Agreement procurement regulations. Contracts may not charge higher prices than that available to the general public. All such contracts are subject to cost reasonableness requirements.
    - a. In-school youth programs may be sole sourced to public and nonprofit private secondary schools.
    - b. City may use as the basis for selecting a provider a procurement process from another government in its market area upon review of the procurement process and City determination that such process complies with this Agreement and local law.
    - c. City may use the Central City Purchasing agent in order to procure office supplies, basic equipment and other similar goods.
    - d. The City may authorize its Contractor to use a vendor subcontractor who has been already selected through the City's procurement process without requiring an additional procurement process.
  22. If the State or the City has established a debt against an Agreement service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future grant funds.
  23. The City will use the definition of a private postsecondary education institute as defined in the California Education Code Section 94302(w) as any person doing business in California that offers to provide or provides, for a tuition, fee, or other charge, any instruction, training, or education primarily to people who completed or terminated their secondary education or are beyond the age of

compulsory high school attendance. Information Bulletin B95-83 provides further guidance regarding post secondary education.

24. Participation of Minorities, Women and Small Businesses

- a. To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women and small businesses to participate in procurement under this Agreement.

E. Cost or Price Analysis.

1. Contractor shall establish standards for the performance of cost or price analysis.
2. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the Contractor shall make independent estimates before receiving bids or proposals.
  - a. A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurement, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. As part of its bid the offeror shall certify that to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of agreement on price.
  - b. Contracts or modifications negotiated in reliance on such data should provide the awarding agency a right to a price adjustment to exclude any significant sum by which the price was increased because the contractor had submitted data that were not accurate, complete or current as certified.
  - c. Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
  - d. If a bidder proposes to use a subcontractor as part of its proposal, all costs in the proposed subcontract must also be evaluated in the same manner as for the primary proposal.
  - e. Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to ensure that they are in line with the services to be performed.
3. A price analysis shall be used in all other instances to determine the reasonableness of the proposed contract price. The following price analysis techniques shall be used: i) comparison of proposed prices received; ii) comparison of prior prices received and current contract proposed prices for the same or similar requirement; iii) application of rough yardsticks (e.g., dollars per square foot, dollars per placement); iv) comparison with competitive published price lists and published market prices; and v) comparison with agency's independently developed cost estimates.
4. The following cost analysis steps shall be used 1) verify cost or pricing data and evaluate cost elements; 2) evaluate the effect of the offeror's current practices on future costs; 3) compare proposed costs for individual cost elements; 4) verify that offeror's cost submissions are in accordance with cost principles (allowable/allocable); and 5) review to determine that all necessary cost or pricing data have been submitted.
5. Agreement procurement shall not permit excess program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). If profit or program income is included in the price, the City or the Contractor shall negotiate profit or program income as a separate element of the price for each contract/subcontract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit or program income, consideration shall be given to:
  - a. The complexity of the work to be performed;
  - b. The risk borne by the contractor;
  - c. The Contractor's investment;
  - d. The amount of subcontracting;

- e. The quality of the Contractor's record of past performance;
  - f. Industry profit rates in the surrounding geographical area for similar work; and
  - g. Market conditions in the surrounding geographical area.
6. The cost plus a percentage of cost method of contracting shall not be used.
  7. All Contractors must comply with 24 CFR section 85.25 income regulations and City contract provisions regarding program income.
  8. All goods and services procured pursuant to the Agreement must be in compliance with the allowable cost provisions in 29 CFR §97.27, 29 CFR 97.22 and 20 CFR 667.200, and any State or Federal directives on allowable costs.

F. Awarding of Agreement/Contract.

1. Prior to an award of a contract, the City shall make a determination that the Contractor has demonstrated effectiveness in providing RFP documented services. Agreements/Contracts shall be made only with responsible subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/ Request for Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants, and 10) be both qualified and eligible to receive the award under applicable law and regulation. Contractor shall make the award(s) and finalize the contract(s). Contractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selection process.
2. The City and its Contractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing federal grant funds.
3. Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as a sub-contractor or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the Contractor or a subcontractor with an approved childcare policy.
4. Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

G. Funding Restrictions for High Risk Contracts.

1. Contractor may be considered "high-risk" if an awarding agency determines that the Contractor is otherwise responsible but:
  - a. Has a history of unsatisfactory performance;
  - b. Is not financially stable;
  - c. Has a management system which does not meet the management standards set forth in this part; or
  - d. Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

2. If the City/Contractor agency determines that a grant or sub-grant will be made to a "high-risk" Contractor or subcontractor, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:
  - a. Use of reimbursements rather than advances or payment upon completion of the project;
  - b. Requiring additional and/or more detailed financial or performance reports;
  - c. Additional monitoring;
  - d. Requiring the Contractor or subcontractor to obtain specific technical or management assistance; and/or
  - e. Establishing additional prior approvals (e.g. requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).
3. If the City/Contractor decides to impose such funding restrictions, the awarding official will notify the Contractor or subcontractor as early as possible, in writing, of:
  - a. The nature of the funding restrictions;
  - b. The reason(s) for imposing them;
  - c. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;
  - d. The method of requesting reconsideration of the restrictions imposed, and
  - e. Additional prior approvals.

H. City Code of Conduct

1. The Contractor shall comply with the Conflict of Interest provisions found in Section 504 of this Agreement.

I. Methods of Procurement

1. Contractor shall use one of the following methods of procurement, as appropriate for each procurement action. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Complaint process procedures shall be included in each of the following methods of advertised procurement.

- a. **Small Purchase Procedures:** Small purchases are made from vendors for goods or services under \$50,000. Following the procedures for small purchase will constitute justification of the procurement method chosen. The requirements are:

**Dollar Range of Purchase**

**Contacts and Method**

\$1 to \$9,999

2 written quotes or telephone bids<sup>\*</sup>

\$10,000 - \$49,999

3 bids with proposers submitting bids with original signatures<sup>†</sup>

- (1) Documentation: Each procurement must be documented, as required by federal and state statutes and regulations. For the "2 documented quotes," the documentation can include product or service catalogs, current price lists, or telephone contact with the vendors to obtain quotes (i.e., a memorandum that reflects the oral quotations by source and dated and signed by a staff person of the OneSource Center obtaining the bids). Catalogs and price lists should be updated annually.
- (2) For "3 written quotes," the RFQ must either be provided in writing to the vendors or transmitted as uniformly as possible over the telephone. To be considered, the response must be signed and dated by the vendor responding to the RFQ.

<sup>\*</sup> This purchase is defined as a small purchase under \$10,000 and not as noncompetitive or sole source procurement.

<sup>†</sup> Unless sole source justification exists

- (3) A cost/price analysis must be conducted prior to purchase. Lowest price is the normal criteria for selecting goods and services. Qualifications of the vendor, availability of the goods or services, service to be provided, quality and location are some additional factors that could influence the procurement. The documentation must contain the basis for vendor selection. If the basis is something other than the price, the Contractor must prepare written documentation describing the additional criteria for selection, its relevance to the need and benefit, and the relative advantage of the offering from the selected vendor. Documentation should be retained as described in the procurement procedures.
- (4) Many governmentally linked subrecipients purchase office supplies and basic office equipment through their central governmental supply house or procurement administration. Items procured for subrecipient use in this manner will be assumed, for the purposes of WIA, to be purchased competitively by the central governmental purchasing agency and to meet the requirements of these regulations. Any item purchased solely for WIA use must be purchased following applicable City Information Bulletins, State Information Notices, City and State Directives, the WIA, and its regulations.

b. Sealed Bids—Formal Advertising

- (1) Contractor shall prepare an Invitation for Bid (IFB) or similar solicitation document that includes full and clear definitions and descriptions of the items to be procured and essential performance criteria, dimensions or specifications. Sealed bids shall be solicited publicly for procurement for a firm-fixed-price contract (lump sum or unit price) or other fixed-price arrangement. Contractor shall distribute the IFB to vendors on established bidders' lists (if available). Contractor shall publicly advertise the procurement in a local newspaper with Workforce Investment area-wide circulation and shall solicit from an adequate number of organizations, allowing sufficient time before the bid opening to permit adequate responses to the solicitation. Contractor shall notify the bidders of the dispute resolution process. The bids must be received and opened publicly at the time and place stated in the solicitation. Contracts shall be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Contractor shall determine the demonstrated performance and ability of the lowest bidder who meets the technical requirements (for service providers).
- (2) Contractor reserves the right to reject any or all bids when the bid is non-responsive. However, Contractor must state this in the solicitation and the specific reasons must be fully described and documented in the procurement file. Contractor may award a firm fixed-price or fixed-unit price contract by written notice to the responsible offeror whose bid represents the lowest price and conforms with all of the specifications in the IFB. Contractor shall also provide written notification of the awarding of the contract to the bidders who were not accepted. Contractor shall document the procurement in the procurement file.

c. Competitive Proposals

- (1) Proposals shall normally be conducted with more than one source submitting an offer. Either a fixed-price or a cost-reimbursement contract should be awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible offeror whose proposals are most advantageous to the program with price, technical, and other factors considered. Requests for proposals must be formally advertised for all contracts above \$50,000.
- (2) This method is typically used when the nature of the goods or services to be acquired cannot be defined as precisely as required by the sealed bid method; and, specifically, when factors other than price are important in the selection decision.
- (3) The subrecipient must indicate in the RFP the scope of work and service area, the method for scoring the proposals, the deadline for receipt, and the dispute process. The various components of the request will be valued and the value assigned should be reasonable in relation to the entire request. The subrecipient can reserve the right to reject any or all bids when the bid is not responsive. However, the subrecipient must state this in the solicitation and the specific reasons must be fully described and documented in the procurement file. The subrecipient must establish a method for recording the date and time that proposals were received. This process must ensure that only proposals received in accordance with the date and time specified in the RFP qualify for the evaluation process. A log is an

acceptable method for recording date and time of receipt. The subrecipient must conduct a cost or a price analysis of the proposals selected for consideration.

d. Noncompetitive Proposals – Sole Source

- (1) To conduct a noncompetitive procurement, the criteria established here must be met. Sole source contracts shall be procured through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, when competition is determined inadequate. All sole source contracts require prior City approval. All sole source procurements must be documented, and the Contractor must have demonstrated performance in supplying the goods or services. Contractor shall minimize the use of sole source procurements to the extent practicable, but in every case, the use of sole source procurements shall be justified and documented.
- (2) Purchases of goods and services for the general administration of the administrative entity should follow normal business practices to ensure receipt and quality of the goods and services. Procurement by noncompetitive proposals may be used only when the award of a contract is unfeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
  - (a) The item or service is available only from a single source;
  - (b) The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only;
  - (c) The awarding agency authorizes noncompetitive proposals;
  - (d) After solicitation of a number of sources, competition is determined inadequate;
  - (e) OJT contracts, except OJT brokering contracts, which shall be selected competitively, or enrollment of individual customers in classroom training.
    - i. Individual referral to classroom training and OJT procurements require special considerations. For every procurement from a training provider, school, or employer, a determination of demonstrated performance must be conducted. Prior to the enrollment of any customer, a school or training institution must meet the state requirements for conducting training (Private Post-secondary certification, Department of Health Services approval, business license, etc.). The catalog used for course selection must be updated at least annually and a copy must be retained for documentation. The IEP may be used to document the reasons for selection of the classroom training provider or the OJT employer.
    - ii. The subrecipients may not place customers in OJT with employers who are debarred by the federal or state government.
    - iii. Classroom training may be provided by either vendors or subrecipients. The type of organization (community college, adult school, high school, private school, etc.) does not determine the vendor or subrecipient designation. The determination is made based on the relationship between the service provider and the program using the definitions found in the regulations.
    - iv. When purchasing training from an institution or OJT employer, the demonstrated performance of the vendor must be assured using prior history and documenting the source of the data. The LWIA or subrecipient placing a customer in training will need to ensure access to all records regarding the customer. Agreements with vendors and OJT employers must include statements that permit monitoring of the customer's financial and attendance records. For OJT employers the customer's financial records include time sheets, payroll records, and canceled checks. For training provided by vendors, customer's financial records include student loan, grant, and tuition information.
    - v. The formal agreement between the vendor or OJT employer and the SDA or subrecipient must include language to ensure access to the above referenced records by the responsible entities. The responsible entities include the SDA, the subrecipient, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives.

The records include any books, documents, papers, and computer data directly pertinent to the records of the customer. The right to the records includes the right to make excerpts, transcripts, and photocopies. The right also includes the reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the customer.

#### J. Appeal and Dispute Procedures

1. The City and its contractors shall have protest procedures to handle and resolve disputes relating to their procurements. A protester shall exhaust all administrative remedies with the Contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders. WIA bidders who are dissatisfied may file a complaint in accordance with City WIA complaint procedures.
2. The selected bidders are offered contracts after the evaluation and negotiation process is completed. The contracts with subcontractors must contain all provisions set forth in S702K below, and the requirements of 29 CFR Part 97. The provisions listed under Section 627.420(h)(4)(ii) and (iii) are to be included only in applicable agreements. Agreements, with vendors who are not involved with carrying out the program, are not required to contain the clauses in Section 627.420(4). When purchasing material subject to copyright law, the subrecipient must include the copyright provisions in 29 CFR 97.34.
3. Regardless of the amount of the award, all subrecipients shall certify to a Drug Free Workplace. All awards to subrecipients in excess of \$100,000 shall certify that no funds shall be used for lobbying. All contracts and awards to vendors and subrecipients in excess of \$25,000 shall include debarment certifications.

#### K. RFP/RFQ Procedures

1. It is a City policy to contract for services on the basis of demonstrated competence and reasonable price by obtaining bids or proposals. Before preparing an RFP for the procurement of services, several preliminary activities should be performed including the determination of the City's/Contractor's needs, consulting with contractors and other local governments, and developing an approach to the procurement process. Excluding small purchases, the Contractors must justify the procurement method used for each purchase. Once these activities are completed, the development of an RFP can begin.
2. The following guidelines apply to the preparation of written RFPs or RFQs. These provisions apply to this Agreement and to City Contractors who will need to make some modification to the language, which clarifies that the solicitation is from the Contractor and not the City. In the RFP process, cost is usually one of several selection criteria that proposers must address in their proposals. By contrast in the RFQ process, cost becomes a selection criterion only after qualified proposers have been identified from a review of their qualifications. RFQs are usually reserved for the selection of engineers, architects, or other highly specialized, technical providers.
3. The purpose of the guidelines is to present ideas and material that are characteristic of well prepared solicitations. The guidelines are not intended to provide total coverage of any topic. While the guidelines apply generally, exceptional circumstances may call for modifying or excluding one or more of the suggested provisions. In any case, the RFP or RFQ should be tailored to the job that needs to be done. The arrangement, adequacy, clarity, simplicity and appeal of the solicitation document shall remain the responsibility of the administering agency. To be most effective, a solicitation document should be clear and complete but avoid repetition, legalism or extraneous information. RFPs must be publicly advertised.
  - a. Standard RFP Format
    - (1) Cover Page. The cover page should describe briefly the scope of services requested, the format, the issuance date and the deadline of date and time for submission of proposals, and the Contractor contact for further information about the RFP. Include the name, address, telephone number and location of the person to whom the submission is to be made. If a proposers conference is appropriate, include information on the location, time and date of the event. All RFPs should include a deadline for receipt. Contractors shall have procedures to ensure that only proposals received in accordance with the date and time specified will be reviewed. All RFPs shall include the approximate date of the award notification.
    - (2) Contents. The RFP should contain the following standard items which are discussed below:

- (a) Introduction
- (b) RFP Provisions
- (c) Statement of Work and Evaluation Criteria
- (d) Proposal Specifications
- (e) RFP Items Not Covered
- (f) References
- (g) Standard Contract Provisions
- (h) Indemnity and Insurance
- (i) Signatures and Declarations
- (j) Cover letter of proposal
- (k) Proposers Conference
- (l) Proposal evaluation for Request for Proposals
- (m) Disposition of Proposals
- (n) Description of failed competition and the rights and options in the event of a failure
- (o) RFP Revisions
- (p) Staff Reassignments
- (q) Complaint procedures to handle and resolve disputes relating to the procurement
- (r) Inclusion of Contractual Provisions Required by External Funding Source
- (s) City/Contractor Policy Issue Summaries
  - i. Affirmative Action
  - ii. MBE, WBE and Other Business Enterprise Outreach Program.
  - iii. Sample Policy Statement
  - iv. Supplementary Instructions to Proposers and Proposer's Affidavit
  - v. Contractual Provisions and Certifications, including, but not limited to, a Certification Regarding Drug-Free Workplace Requirements, only if Contractor receives State CSBG or WIA funds as a funding source under this Agreement; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction; Certification Regarding Compliance With Service Contract Worker Retention and Living Wage Ordinances;; Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance.

(3) Introduction

- (a) Describe in general terms the nature, scope and schedule of the work to be contracted, and the Contractor that will be responsible for administering the contract, including name and address of contracting agency.
- (b) Describe the Contractor's organizational structure that is in place or will be established to facilitate the types of relationships and interactions which will be required to successfully complete the engagement. Present sufficient background and historical information about the project and the Contractor or other agency involved to permit a full understanding of the work to be contracted. State that as a rule all proposals must be submitted in the English language, and that all numerical data must be the dollar-foot-pound-seconds units of measurement.
- (c) Describe the minimum and maximum amount of funding for the contract.
- (d) Request that proposals be prepared simply and economically, avoiding the use of unnecessary promotional materials. Proposals shall include a table of contents and a signature and date block for the offeror. Specify the number of copies of the proposal



to be submitted to the Contractor. State that the Contractor shall accept no responsibility for the cost of preparing any proposal.

- (e) Request that proposals be enclosed in a single, sealed package plainly marked with the words "Proposal for (name of project as referenced in the RFP)." Declare that proposals shall be made as firm offers for a set period of time following the deadline for submittal. To ensure that the release of an RFP and receipt of any proposals are properly coordinated, contact the Purchasing Division of the Department of General Services for assistance.
- (f) Direct proposers to address all questions regarding the RFP and their proposals to the assigned Contractor proposal administrator only. State that failure to comply with this requirement, other than as specifically permitted in the RFP, may disqualify a proposer from further consideration.
- (g) Contractor shall direct staff to respond to questions regarding the RFP and the submission requirements. Contractor shall record all responses, except those that are clearly answered in the RFP. Contractor shall provide a written copy of the responses to all parties to whom the RFP has been distributed, including those who attended the proposers' conference. This should be provided in a timely and frequent manner to ensure that all proposers are aware of the responses when preparing their proposal.
- (h) State that it is the Contractor's intent to award a contract, in a form approved by the Contractor, to the selected proposer. Indicate that the RFP and the Contractor's proposal or any part thereof may be incorporated into and made a part of the contract. State that the Contractor reserves the right to further negotiate the terms and conditions of the contract. State that the Contractor, however, shall reserve the right to withdraw the RFP, to reject any proposal for noncompliance with RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the Contractor.

(4) Statement of Work

- (a) Describe the tasks that the subcontractor will be responsible to perform. Clearly define the type, scope, schedule, and other relevant characteristics of each task. Use quantitative language whenever possible to establish an objective basis from which to evaluate responses. Describe the status and/or progress reporting that will be required of the subcontractor. Specify any other items that proposers should address, including, but not limited to, the following:
    - i. Background or project content
      - 1) General requirement description
      - 2) Related projects
      - 3) Problem statement
      - 4) Statutory or regulatory foundation
    - ii. \*Project objectives
      - 1) \*Purpose
      - 2) \*How results will be used
    - iii. \*Scope of work
      - 1) \*Population to be served
      - 2) \*Number to be served
      - 3) Training or services to be provided
    - iv. \*Period of Performance
    - v. \*Performance Standards
    - vi. \*Reporting Requirements
- \*Must be included in the proposal

- (b) Generally RFP based contracts are awarded on the basis of several criteria, such as the level of effort and method proposed to do the work, the credentials and related work experience of subcontractor personnel assigned to do the work, City/Contractor policy issues and price. Describe in the RFP the general criteria the Contractor intends to use to evaluate the written responses, and the assigned weight of each criterion.
  - (c) Proposed evaluation criteria can be complicated by the varying degrees to which the proposals meet, exceed, or fall below the specific requirements of the RFP. Scale the evaluation process to manageable proportions. The more complete and specific the RFP, the better it serves as a standard for measuring and evaluating proposals. Include a statement that the Contractor shall reserve the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not mentioned in the RFP. State that proposers submitting the highest-rated written responses may be called for an oral interview to further assess their qualifications. Describe the evaluation criteria that will be used in the interview if different from the written criteria in the RFP. A description of assigned weights may be included if appropriate.
  - (d) If technical services are to be procured, a technical requirements section should be prepared. The technical requirements section should organize information in a form understandable to potential bidders and Contractor staff. For example, items that might be included in a technical requirements section to procure an automated system include:
    - i. Description of current hardware and software operating environment;
    - ii. Detailed description of all hardware and software requirements;
    - iii. Indication of need for data conversion assistance;
    - iv. Outline of orientation and training requirements; and,
    - v. Indication of the need for a benchmark demonstration of system capabilities.
- (5) Proposal Specifications
- (a) Request proposers to demonstrate their capability to fulfill the work to be contracted. Proposers should provide specific information about the personnel, including subcontractors, if possible, who will be assigned to perform the work; past performance on projects of a similar nature including a client list, if possible; the proposed price to complete the work; adequate documentation on the financial status of the firm which will permit the Contractor to evaluate the proposer's ability to complete the work; and other work elements deemed necessary to evaluate the proposals.
  - (b) State that responses to the RFP must be made in accordance with the format set forth in the RFP. Indicate that a comprehensive index which includes a clear definition of the content of the proposal and which identifies the information set forth therein by sequential page number and appropriate reference number is required. State that failure to meet this requirement may be cause for rejection of the proposal as non-responsive. Generally, each proposer should be requested to address the following specifications:
    - i. Assigned Personnel. The names of the key personnel, whom the proposer employs or plans to employ or hire through subcontract, to perform the requested services. For each person listed, the following information should be provided:
      - 1) Description of the work he or she will perform;
      - 2) Amount of time he or she will be assigned to work on the project;
      - 3) Academic achievements, including all college undergraduate and graduate education;
      - 4) Relevant work experience in years and level of responsibility.
      - 5) An organization chart depicting the lines of authority, the relationships of the organizational units and the names of the key personnel who will be doing the work.

- ii. Project Cost
    - 1) The total cost to the Contractor, broken down in salaries, expenses, equipment, and in hours and total dollar amount by deliverable task.
    - 2) Salary, or wage; billing rate for each employee.
    - 3) The proposed schedule of payment.
    - 4) All resources proposed to be supplied by the Contractor.
  - iii. Deliverables
    - 1) The products that the subcontractor will deliver to the Contractor according to a set schedule, including the nature of the deliverables, e.g., oral or written reports, videotapes, or architectural models and, if applicable, number of copies to be provided of written products.
- (6) RFP Items Not Covered
- (a) Proposals should cover the statement of work and all the RFP specifications. Otherwise, proposers should state why the RFP requirements are not being addressed. If proposers wish to present qualifications in addition to the required items such information should be presented under the heading "Additional Qualifications We Wish To Present." Proposers who do not wish to present such information should state: "There are no additional qualifications we wish to present."
- (7) References
- (a) Request proposers to support their presentations by listing successfully completed projects that resemble the work to be done and the dates of completion. Request the name, title, address and phone numbers of a contact for each project.
- (8) Standard Contract Provisions
- (a) Sample standard contract provisions have been provided by the City for Contractor's use. The document, which is available from the City, is updated periodically. Check with the City to ascertain use of the latest version. Unless the standard provisions are incorporated by reference and attached to the RFP, the general contract provisions that are expected to be included in the contract should be excerpted from the standard provisions document and provided to prospective proposers.
- (9) Indemnity and Insurance
- (a) The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in the RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen.146. Electronic submission is the preferred method of submitting your evidence of insurance documents. Track4LA™ is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA™ at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).
- (10) Signatures and Declarations
- (a) Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer, and must include the following declaration:

- i. 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 bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.
- (11) Cover Letter of Proposal
  - (a) The cover letter of each proposal should be limited to one page. The letter must include the title, address and telephone number of the person or persons who will be authorized to represent the proposer. The letter must be signed by a company officer authorized to bind the company to all commitments made in the proposal.
- (12) Proposers Conference
  - (a) Determine if a proposers' conference will be conducted. A proposers' conference may be appropriate especially if the work to be contracted has not previously been done by contract or not done at all. If a proposers' conference is to be scheduled, designate a date, time and place at which proposers will be given the opportunity to pose questions about the RFP and notify all parties to whom the RFP has been distributed. The notification can be included in the RFP. Invite proposers to submit their questions in writing prior to the conference, and arrange, to the extent possible, for all questions to be answered at the conference. A memorandum for the proposers listing attendees, documenting in writing each question answered at the conference, any actions taken during the conference, etc. shall be prepared to document the conference and conveyed to the participants. Contractors shall provide this information directly to the proposers who received the RFP but were unable to attend the conference or as an addendum to the RFP for any subsequent requesters. The memorandum should be filed with the record set of contractual documents retained by the Contractor. Materials handed out at the proposer's conference shall be available to all other parties following the conference. If a proposers' conference was not initially planned but the number or extent of questions regarding the RFP indicates a need for one, a separate notice should be mailed and the RFP due date extended if necessary.
- (13) Proposal Evaluation for RFPs
  - (a) Contractor/City shall develop proposal evaluation procedures in accordance with the requirements of Section D.14 above.
- (14) Failed Competition.
  - (a) The RFP shall provide that it is the Contractor's/City's authority to determine that the procurement process has failed. The basis for failure should include a lack of response to the RFP; not enough bidders; a determination that the responses do not agree with mandatory requirements of the RFP; a determination that no proposer demonstrated effectiveness in providing the services solicited, and/or a determination that the award of a contract at this time to any proposer would not be cost effective, responsible or prudent. In the event that the City/Contractor determines that the procurement has failed, it may elect to negotiate a sole source agreement or develop and issue a new RFP.
- (15) Disposition of Proposals.
  - (a) State that all proposals submitted in response to the RFP shall become the property of the Contractor/City and a matter of public record. Also, proposers must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 et seq.). In the event such an exemption is claimed, the proposer shall be requested to state in the proposal that he or she will defend any action brought against the Contractor/City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore.
- (16) RFP Revisions

- (a) Any revision made to an issued RFP shall be sent to all parties known to have received a copy of the original RFP.
- (17) Staff Reassignments
  - (a) If the original selection of a subcontractor will be based in part on the qualifications of specific key individuals named in the proposal, state that the Contractor/City must approve in advance any changes in individuals or levels of commitment to the project. State that the Contractor will reserve the right to have the subcontractor replace any subcontractor project personnel.
- (18) Inclusion of Contractual Provision Required by External Funding Source.
  - (a) Federal, State and other funding agencies typically impose requirements on recipients of funds that apply to subcontractors. Such requirements should be reflected in RFPs and related contracts.
- (19) City Policy Issue Summaries
  - (a) Affirmative Action. The City of Los Angeles' Administrative Code (Division 10, Chapter 1, Article 1, Section 10.8) establishes an affirmative action program for vendors doing business with the City. State that as a condition of contract award, the selected proposer shall be required to comply with the provisions of the City's Affirmative Action program, including the submission of one of the following affirmative action plans: a) a trade association affirmative action plan, b) the proposer's own affirmative action plan, or c) an executed copy of the City Affirmative Action Plan. Refer to the provisions herein regarding nondiscrimination and affirmative action and recite the text of this provision in the RFP. Urge proposers to include an affirmative action plan in their proposals. Attach as an appendix to the RFP the City forms (GSS-AA 1) instructing prospective subcontractors about compliance with the City's Affirmative Action Program.
  - (b) MBE, WBE and Other Business Enterprise Outreach Program. It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all Contractor contracts, including procurement, construction and personal services. This policy applies to all Contractors. Be sure to comply with the provisions of City Executive Directive I-B and 1-C to ensure that MBEs, WBEs, and all other businesses are offered the greatest opportunity to compete for and perform subcontracts and provide personal services to the Contractor.
    - i. Include a statement that proposers are to assist the Contractor in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs and WBEs, have an equal opportunity to compete for and participate in Contractor subcontracts. Inform proposers that equal opportunity will be determined by their good faith efforts comply with the Contractor's outreach program. Advise proposers that participation by MBEs, WBEs, and all other businesses may be in the form of joint ventures or subcontracting. Contractor is responsible for the implementation of MBE/WBE procedures.
  - (c) Child Care Policy. It is the policy of the City to encourage all its vendors to adopt a stated policy on child care. This policy acknowledges the importance of quality, affordable and accessible child care and commits the Contractor to use its resources as an educator, employer, role model and facilitator to act as a catalyst in expanding the supply of quality, affordable and accessible child care.
- 4. Consultant Directory. To assist Contractors in identifying potential subcontractors, the Office of the City Administrative Officer of the City of Los Angeles (CAO) maintains a computerized consultant directory. Firms are listed according to their fields of expertise, e.g., bond counsel, CPA, and human resources. Contact the CAO Productivity Group for access to the directory and for lists of firms in the form of mailing labels, hard copy reports or both.

L. Contract Provisions

- 1. All contracts must contain at a minimum the following provisions:

- a. Specific deliverables and the basis for payment;
- b. Provisions requiring compliance with grant regulations;
- c. Provisions that describe remedies for breach;
- d. Provisions that describe Agreement's patent and copyright rules;
- e. Provisions for termination for cause and convenience;
- f. Access to records for audit purposes;
- g. Audit requirements;
- h. Provisions for payment and delivery;
- i. Provisions describing contract amendment procedures;
- j. Provisions against assignment;
- k. Provisions for equal opportunity and non-discrimination; and
- l. Provisions prohibiting conflicts of interest.

**§3 RECORDS AND AUDITS OF SUBCONTRACTS**

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

**§4 COST-PLUS-A-PERCENTAGE-OF-COST-SUBCONTRACTING**

- A. Under no circumstances shall the Contractor enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

**§5 RESTRICTION ON DISBURSEMENTS**

- A. No money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable General Contract Conditions as described herein and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

**§6 PARTICIPATION OF SMALL, MINORITY, AND WOMEN'S BUSINESS**

- A. Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:
  - 1. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
  - 2. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.
  - 3. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.
  - 4. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

## EWDD CONTRACT SUMMARY SHEET

**To:** The Office of the City Attorney, Room 920, CHE  
 The Office of the City Clerk, Index Section, Room 395, CH  
 The Office of Contract Compliance (OCC), Mail Stop #138, 1149 S. Broadway, 3<sup>rd</sup> fl.

**From:** Economic and Workforce Development Department  
 Workforce Development System  
 Contract Unit (213) 744-9001  
 CU Analyst/Phone: Sucy Yu (213) 744-7212

ORIGINAL

Contract No: (T5744) *C-126164* ✓

Unit:  POD-FS  POD-ED  **POD-WF**  PRE  
 POD-Youth  FAST  Other:

Amendment No:

Amendment Amount:

Amendment Authority:  Administrative Code 14.8

Council Amendment

Contractor Name: City of Long Beach (Administering Entity for Pacific Gateway Workforce Investment Network)

Council File No: 14-1414-S2

Term of Contract: February 1, 2015 to March 31, 2016

Date of Approval: May 5, 2015

Funding Source: EDD WIA DW Additional Assistance and Governor's Discretionary funds (WIA 25 Percent funds)

Total Amount: \$72,872

Project Title: Moving Forward Initiative for Nestle

Line Item of Authority:

Consolidated Plan, Year 40, ID:  
 WIA Annual Plan, Year 15, WIA Authority  
 Other: CF 14-1414-S2; 05/05/2015

Operating Division Analyst-Phone: Michael Wynn (213) 744-7194, M/S # 854

**PURPOSE OF AGREEMENT/AMENDMENT: TO PROVIDE TRAINING AND RE-EMPLOYMENT SERVICES TO WORKERS DISLOCATED FROM THE NESTLE PLANT CLOSURE IN CHATSWORTH**

<b>Contractor Address:</b>	3447 Atlantic Ave., Long Beach, CA 90807		
<b>Contact/Title/Phone:</b>	Nick Schultz, Executive Director (562) 570-3678, nick.schultz@pacific-gateway.org		
<b>Contract/Amendment Number</b>	<b>Authority</b>	<b>Description</b>	<b>Dollar Amount</b>
Original	14-1414-S2		\$72,872
		<b>TOTAL AMOUNT (requires Council Amend if over \$25,000 cumulative)</b>	<b>\$72,872</b>