

City of Los Angeles



Request for Proposals (RFP) for BusinessSource Center Operators

RFP No. Opportunity RAMP ID # 226844

Issued by:
Economic & Workforce Development Department

Date Issued: January 21, 2026
Proposal Deadline: March 11, 2026 no later than 5:00:00 p.m. PST

2026 LA BUSINESSSOURCE CENTER OPERATORS – REQUEST FOR PROPOSALS

**CITY OF LOS ANGELES
ECONOMIC & WORKFORCE DEVELOPMENT DEPARTMENT**

Request for Proposals (RFP) for 2026 BusinessSource Center (BSC) Operators

Issue Date	Wednesday, January 21, 2026
RFP Number:	RAMP Opportunity ID # 226844
Description/ Scope of Work Summary:	This RFP is to solicit proposals from organizations interested in providing services as a Los Angeles BusinessSource Center (LABSC) operator. This RFP is open to the qualified organizations as listed in Section 2.4.
Non-mandatory Virtual Proposers' Conference	Wednesday, February 4, 2026 10:00 a.m. <i>The proposer representatives must register using the Zoom registration link below:</i> https://us02web.zoom.us/meeting/register/V-jloQlvQb2HNSs6ParLzw
MANDATORY "Notice of Intent to Submit Proposal"	Friday, February 20, 2026 no later than 5:00:00 pm PST Submit by email to: ewdd.labsc.rfp@lacity.org
Request for Technical Assistance Please identify the RFP title on the email subject line.	Wednesday, January 21, 2026 – February 27, 2026 no later than 5:00:00 pm PST Submit by e-mail to: ewdd.labsc.rfp@lacity.org Subject line: "2026 LABSC Operator RFP Question" All questions and answers will be posted at: www.RAMPLA.org
City Contracting Requirements Checklist and Compliance Forms	<i>Reference City Contracting Requirements Checklist and Compliance Forms -Attachment 6, which is a list of compliance requirements and forms that will be needed from the proposer at various stages in the contracting process. Follow instructions noted on the checklist for specific contracting and compliance forms that must be submitted via the City's procurement website, RAMP LA (https://www.rampla.org).</i>
RFP Submission Deadline	Wednesday, March 11, 2026 no later than 5:00:00 p.m. Proposals will not be accepted after the deadline.
Electronic Submission Only	Submit proposal to: ewdd.labsc.rfp@lacity.org Subject Line: "2026 LABSC Operator RFP Proposal"
Term of Anticipated Contracts	Initial Contract Term (July 1, 2026 – June 30, 2027) With the City's option to renew for three one-year terms.

As a covered entity under Subtitle A of Title II of the Americans with Disability Act, Pub. L. 101-336, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its program, services, and activities. To ensure availability, your request should be received at least 72 hours in advance of need.

This Community Development Block Grant funded program is an equal opportunity employer/program. Auxiliary aids and services to individuals with disabilities are available upon request.

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APPENDICES

- A. EWDD’s Policy on Conflict of Interest
- B. Standard Provisions for City Contracts – Rev 1/25
- C. Subcontract and Procurement Procedures
- D. Map of Service Areas
- E. FamilySource, WorkSource, and YouthSource Flyers

ATTACHMENTS - PROPOSAL PACKAGE

Attachment 1 – Proposal Contents Checklist

Attachment 2 – Notice of Intent to Submit Proposal

Attachment 3 – Proposal Package: Exhibits 1-6

- I. Proposer Information Form
- II. Performance Verification Form
- III. LABSC Service Flowchart
- IV. Intent to Formally Collaborate
- V. Facility Form
- VI. Certification Regarding Compliance with Accessibility Requirements

Attachment 4 – Proposal Package - Budget Forms

- Budget Form #1: Guidelines for Preparation of Budget Forms
- Budget Form #2: Budget Detail
- Budget Form #3: Schedule of Personnel
- Budget Form #4: Spending Plan Worksheet
- Budget Form #5: Budget Summary
- Budget Form #6: Budget Narrative
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- Budget Form #8: Salary Range Summary
- Budget Form #9: Position Description

Attachment 5 – 2023 and 2024 Audited Financial Statements

Attachment 6 – City Contracting Requirements Checklist & Compliance Forms

1. THE OPPORTUNITY

1.1 Purpose

The City of Los Angeles Economic and Workforce Development Department (EWDD) is soliciting proposals from eligible applicants (refer to Section 2.4) interested in managing a Los Angeles BusinessSource Center (LABSC) in the City of Los Angeles (City). This RFP is open to qualified and experienced organizations and institutions to provide training, access to capital, technical assistance and consulting to clients of the City's LABSC system.

1.2 Administrative Entity

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grants (CDBG) program establishes the framework and federal performance guidelines for the LABSC system and the City incorporates local priorities to address the unique needs of Angelenos. The LABSC program is funded by U.S. HUD Community Development Block Grant (CDBG) dollars for a four year term contingent on the availability of funds. EWDD is authorized to release this RFP by the Los Angeles City Council and Mayor (City Council File 21-0270, July 3, 2025) and will serve as the RFP administrator.

1.3 Overview: Continuing the Work to Build a Premier and Agile LABSC System

In line with the Mayor's priorities for City Departments to foster opportunity to enhance small business growth, the LABSC program provides an extensive menu of services to businesses. A central objective and measurable result of the program is the creation and retention of jobs for low- to moderate-income individuals.

Since July 1, 2023, LABSCs have achieved the following results:

- Enrolled 3,552 Clients into the program
- Provided 26,630 trainings
- Enrolled 219 businesses into the Regional Alliance Marketplace for Procurement (RAMP)
- Facilitated access to capital of \$136M
- Launched 708 businesses
- Created and/or retained 1,313 jobs

The past several years have presented pivotal challenges for businesses, making the LABSC system an integral part of the City's toolkit for supporting the business community. From the impacts of COVID-19 to inflationary pressures, tariffs, and changes in immigration enforcement, multiple factors have contributed to instability across the local business landscape.

Locally, the City of Los Angeles has experienced a significant budget shortfall, placing added strain on municipal services and regulatory agencies. In January 2025, wildfires caused substantial damage in the Palisades and Altadena communities and had

broader regional impacts, affecting residents and workers who rely on employers located in these areas.

Taken together—along with the high cost of doing business in the City—these conditions have created a challenging environment, particularly for small businesses.

Building on years of continuous evolution and refinement, the LABSC system will continue delivering its core services while responding to emerging needs through the following change drivers:

A. Promoting Business Resiliency and Adaptation

- a. Strengthening services and resources to help businesses withstand, recover from, and adjust to challenges or changes in the economy.
- b. Incorporation of training and resources to address natural disasters through digital technology adoption, risk management, and business continuity planning.
- c. Building awareness around and preparing businesses for major events such as the upcoming World Cup and the Olympics.
- d. Outreach, targeted resources, and collaboration with partners to engage businesses including but not limited to the following industries:
 - Healthcare
 - Biotech / Biosciences
 - Renewable Energies including Blue & Green Economy
 - Manufacturing
 - Construction / Infrastructure
 - Trade & Logistics
 - Motion Picture & Sound Recording, and;
 - Sports and Entertainment

B. Building a Stronger Business Support Ecosystem

- a. Sustained focus on collaboration with the City’s WorkSource Centers to maintain a robust resource and referral network.
- b. Advancing opportunities for added collaboration between the LABSC system and key partners such as Chambers of Commerce, Los Angeles Economic Development Corporation (LAEDC) and US Small Business Administration, Small Business Development Centers (SBDCs).

Enhanced communication will maximize access to localized expertise, service coordination, and strengthen the overall support ecosystem for small businesses.

C. Advancing the Organizational Capacity of the LABSC System

- a. Proposers must demonstrate established operational systems and processes that enable efficient loan management, monitoring, and reporting. This includes the ability to manage loan portfolios and assess borrower risk.
- b. Proposers must maintain an adequately staffed team with the necessary skills and demonstrated experience to manage business services and lending operations effectively especially for medium sized businesses. This includes:
 - Implementation of stricter hiring practices aimed at attracting and retaining professionals with a proven track record in lending and financial management.
 - Commitment to ongoing staff development and training to keep pace with best practices in business services and loan management.

By instituting these requirements, EWDD aims to partner with organizations capable of delivering high-quality access to capital services, thereby maximizing the program’s impact and sustainability.

D. Strategic Tiered Funding Guided by Key Metrics

Proposed funding allocations are based on the ranking produced by EWDD as part of this RFP. The following prime indicators were used to support data-driven funding recommendations.

- 1. Number of Businesses in the service area
- 2. People Below Poverty Level

1.4 Contract Term

The initial contract term for procured contractors shall be from July 1, 2026, to June 30, 2027, with the City’s option to renew up to three additional one-year program terms at the City’s sole discretion.

At the City’s sole discretion, any extension of the contract term will be contingent upon the availability of funds, an evaluation of the contractor’s performance, the contractor’s continuing compliance with applicable federal, state, and local government laws, and regulations, and the approval by the City Council and Mayor. The City reserves the right to adjust the initial contract term to best serve the needs of City residents.

1.5 Service Areas

The LABSC System services are offered City-wide, with emphasis on ten (10) specific service areas: East Los Angeles, Harbor, Hollywood, North Valley, Pico-Union/Westlake, Southeast Los Angeles, South Los Angeles, South Valley, Watts, and West Valley.

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The service areas were delineated based on neighborhoods sharing similar social and economic characteristics to ensure services were tailored to the needs of businesses in each area with a focus on low-moderate income areas as required by federal requirements.

Table 1 identifies the LABSC service areas by neighborhoods and Council Districts. See Appendix D - Map of Service Areas for demographic information.

Table 1 – LABSC Service Areas

LABSC Service Area	Neighborhoods	Council Districts
Pico-Union/Westlake	Pico Union, Westlake, Downtown, Chinatown, Echo Park, Rampart Village, Koreatown, Harvard Heights	1, 4, 13, 14
West Valley	Northridge, North Hills, Reseda, Lake Balboa, Tarzana, Encino, Sepulveda Basin, Canoga Park, Winnetka, Porter Ranch, Granada Hills	3, 6, 12
South Valley	Van Nuys, Valley Glen, North Hollywood, Sherman Oaks, Valley Village, Studio City, Toluca Lake	2, 4, 6
Hollywood	Hollywood, East Hollywood, Los Feliz, Silver Lake, Fairfax, Hancock Park, Larchmont, Windsor Square, Mid-Wilshire, Koreatown, Harvard Heights, Arlington Heights, Mid-City	4, 5, 10, 13, serves 11
North Valley	Sylmar, Mission Hills, North Hills, Panorama City, Arleta, Pacoima, Lake View Terrace, Hansen Dam, Sun Valley, Shadow Hills, Sunland, Tujunga	6, 7
South Los Angeles	West Adams, Jefferson Park, Adams-Normandie, University Park, Baldwin Hills/Crenshaw, Leimert Park, Exposition Park, Vermont Square, Hyde Park, Chesterfield Square, Harvard Park, Vermont-Slauson, Manchester Square, Vermont Knolls, Gramercy Park, Vermont Vista	8, 9, 10, serves 11
Southeast Los Angeles	Florence, South Park, Historic South-Central, Central-Alameda	9, 14
Harbor	Harbor Gateway, Harbor City, Wilmington, San Pedro	15
East Los Angeles	Lincoln Heights, Boyle Heights, El Sereno	1, 14
Watts	Watts, Green Meadows, Broadway-Manchester	8, 9, 15

1.6 Budget and Sources of Funds

The LABSC system is funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. CDBG provides annual grants to states, cities, and counties to develop viable urban communities by expanding economic opportunities, principally for low- and moderate-income persons.

The City will fund ten (10) centers using a total budget of up to \$7,250,000, subject to the availability of funding and City Council and Mayor approval. In the previous program year, PY 51 (2025-2026), the system was funded at \$7,211,250.

Please note, however, that the EWDD may not receive notification from the Community Investment for Families Department (CIFD), the CDBG Program Administrator of its final funding allocation until the summer of 2026.

Proposed funding allocations are based on the ranking produced by EWDD as part of this RFP. The following prime indicators were used to support data-driven funding recommendations.

1. Number of Businesses in the service area
2. People Below Poverty Level

Table 2 provides the proposed funding levels for each LABSC Service Area. See Appendix D - Map of Service Areas.

TABLE 2 – PROPOSED LABSC Service Areas and Funding Levels – PY 52 (2026-27)

	LABSC Service Area	Rank	Budget (up to)
1	Pico-Union/Westlake	1	\$775,000
2	West Valley	2	\$775,000
3	Southeast Los Angeles	3	\$725,000
4	Watts	4	\$725,000
5	South Los Angeles	5	\$725,000
6	Hollywood	6	\$725,000
7	South Valley	7	\$712,500
8	North Valley	8	\$712,500
9	East Los Angeles	9	\$712,500

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10	Harbor	10	\$712,500
	Total		\$7,250,000

Each LABSC will be funded initially for one year from July 1, 2026 to June 30, 2027. The agreement with the selected proposers will be on cost reimbursement basis.

2. SCOPE OF WORK

2.1 Services Solicited

This RFP seeks to solicit proposals from eligible organizations interested in serving as an BSC operator beginning July 1, 2026.

2.2 Scope of Work

The scope of work will align with the federal and local direction to expand economic opportunities, principally for low- and moderate-income persons and enhance small business growth in the City.

1. Length of Participant Participation

For purposes of contracting and measuring performance, the LABSC program year runs from July 1 to June 30. However, clients must be enrolled on an open-entry/open-exit basis throughout the year, with the average length of participation varying from client to client, consistent with the business objectives assessment developed for each individual client. When appropriate, and based on individual need, it may be necessary for a client to continue receiving program services beyond the end of the program year on June 30th. The LABSC program allows for the carryover of clients from one program year to the next.

2. LABSC Participant Eligibility

General program eligibility for LABSC programs include the listed criteria. Once a participant’s eligibility has been verified and required forms completed, the participant becomes a client of the LABSC.

- Persons who reside in the City of Los Angeles who wish to start a business in the City of Los Angeles are eligible for services.
- Business owners whose businesses are located in the City of Los Angeles are eligible for services.

3. Target Populations

The system is available citywide and targets two clearly defined business size segments.

- Microenterprises: Five or less (W-2) employees (including the owner).

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- Small Businesses: Six to five hundred (500) W-2 employees with an annual gross sale not exceeding seven million five hundred thousand (\$7,500,000).

Proposers must be able to serve both categories.

Proposers must follow all City Executive Directives.

4. Individualized Participant Flow Model

As indicated below, there are 5 key elements of the LABSC client service flow. Key elements of the client service flow must include:

1. Outreach to Target Population
LABSCs will establish clear and concerted outreach strategies to increase access to services for businesses including but not limited to virtual access as well as collaboration with partners such as local Chambers of Commerce.
2. Onboarding & Enrollment
Each LABSC will provide the following core functions when enrolling participants:
 - Greeting and orienting participants to LABSC programs and services;
 - Determining LABSC eligibility;
 - Conducting initial needs assessment to determine appropriate services;
 - Referring clients to WorkSource Centers for orientation and enrollment (if appropriate), and;
 - Completing required forms and entering data in the City's designated CRM system.
3. Assessment
LABSC staff will conduct comprehensive business assessments to identify opportunities and barriers. An action plan will be developed for each client to achieve their business objectives.
4. Business Services / Development
LABSCs will be required to provide services to eligible clients as listed in TABLE 4 - BusinessSource Center Program Menu of Services and record data in a City prescribed Customer Relationship Management (CRM) system. LABSCs must develop an action plan based on the business assessment that includes SMART goals (Specific, Measurable, Achievable, Relevant, and Time-bound).
5. Business Counseling
LABSCs must monitor the business action plan's progress and make adjustments as needed to meet the goals agreed upon by the LABSC and the client.

For reference only, TABLE 4 below lists LABSC program services:

TABLE 4 – BusinessSource Center Program - Menu of Services

Business Planning & Operations Management

Entrepreneurship Services
 Operational efficiency & needs assessment
 Business Plan Development
 Market Research & Competitive Analysis
 Break-even analysis and ROI projections
 Financial Projections
 SWOT Analysis
 Regulatory Compliance

Fictitious Business Name
 Business Bank Account
 Site Finding Assistance
 Workforce planning and referral
 Planning for expansion
 Risk Management
 Succession Planning
 Vendor selection and management strategies
 Emergency Preparedness

Financial Literacy & Access to Capital

Financial statements review w/ client (profit & loss, balance sheet, cash flow statement)
 Capital needs assessment (start-up, working capital, equipment, etc.)
 Budgeting and cash flow management
 Personal vs. business finances separation

Accounting/bookkeeping support
 Tax season preparation
 Credit fundamentals/report review
 Debt management
 Loan/Grant/Line of Credit Application Consultation & Preparation

Legal and Regulatory Support

Business Formation/Entity Selection
 Review of Contracts and Agreements
 Employment Law Basics
 Regulatory compliance guidance

Zoning, Building Codes, Land Use
 Tax Compliance and Registration
 Business insurance planning & coverage review
 Lease review and space utilization planning

Marketing, Branding, and Networking

Brand Development & Digital Marketing Support
 Website and E-commerce assistance
 Marketing Collateral Development
 Business Networking

Mentorship Opportunities
 Pitch Competitions and Showcases
 Customer feedback surveys

IT and Technology Support

Technology Assessment
 Website and e-commerce support
 Point of Sale and Payment Systems

Cybersecurity and Data Protection
 Recommendations for software/tools
 Artificial Intelligence for small businesses

Contracting and Procurement

Registration on RAMPLA &
 Other Procurement Platforms
 Local, State, and Federal Certifications
 Assistance with searching for Opportunities

Contract Readiness Support
 Bid and Proposal Assistance
 Post-Award Support

2.3 Performance Measures

CDBG funding is tied to the National Objective to ***benefit low/moderate persons by creating and/or retaining jobs and the associated requirements to demonstrate public benefit, as described in 24 CFR Part 570.208(a)(4) and 24 CFR Part 570.209(b)***. As such, the activities funded by CDBG funds and their associated costs must directly tie to the generation of this National Objective and public benefits as required by HUD.

The LABSC operator will be responsible for and is expected to be knowledgeable in all CDBG program requirements, policies, and regulations including but not limited to 2 CFR Part 200 regulations.

Provided for reference only, the figures in TABLE 5 below establish minimum quantitative performance measures based on the tentative metrics for Program Year 52 (2026 - 2027). Each LABSC will be required to meet the minimum Performance Goals. All accomplishments must be properly supported with notes and secondary verification.

TABLE 5 – SAMPLE LABSC Performance Measures – Program Year 52 (2026-27)

Performance Measure	Measure Description	Minimum Requirement
New Businesses Outreached	Number of prospective clients outreached to during events, canvassing, and other engagement efforts.	500
Total # of New Clients Enrolled	Existing and prospective microenterprises and small businesses determined to be eligible for the program and who have completed required application and forms.	100 minimum With no more than 40% - 50% of total comprised of microenterprises enrollment.
Total # of Events & Trainings Hosted	Business Courses, LApreneur - Entrepreneurial Training Series, and any workshops intended to increase the business knowledge of clients.	50
Loans Packaged	Assistance provided to client to access financial resources.	40
Procurement-related services	Assistance to clients with enrollment into procurement portals, applying for business certifications and contractual opportunities.	30
Referrals to WorkSource Centers (WSC)	Referrals to WSC to meet the hiring needs of clients.	20
Jobs Created or	Jobs must be created or retained with the direct	50

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Retained	assistance of the BSC. Fifty-one percent (51%) of jobs must be for Low Moderate Income persons as defined by the federal government.	
New Businesses Launched	Businesses launched with the support of BSC services.	20
Total Capital Infusion	Loans, grants, credits, lines of credit, and other financial resources secured by the client with the assistance of LABSC services.	\$1,750,000

Proposals may include services that will be provided by subcontractors. The maximum combined amount allowed for all subcontractors is One Hundred Twenty Thousand Dollars (\$120,000). A maximum of up to 5 subcontractors may be included in the budget for necessary and reasonable services not readily available with the proposer.

2.4 Eligible Proposers

Community-based organizations, public and private nonprofit organizations, for-profits, Business Incubators, Community Development Financial Institutions (CDFI), Small Business Development Centers (SBDC), institutions of higher education, governmental agencies, chambers of commerce or other business and labor organizations that meet all of the following qualifications are eligible to respond to this RFP:

1. Proposer must not have been determined to be non-responsible or debarred by the federal government, State of California, or any local government;
2. Proposers who have contracted with the City or State must not have an outstanding debt that remains unpaid or for which a repayment agreement plan has not been implemented. If the proposer has contracted with the City of Los Angeles, it must not have any outstanding disallowed cost, be on probation at the time this RFP is released or have other liability owed to the City that remains unpaid or for which a repayment agreement has not been implemented;
3. Proposer must not have significant unresolved fiscal, reporting, or program issues with any of its current or past funding sources;
4. Proposer, or any member of its executive management, key staff, or any of its Board of Directors must not be involved in litigation or any other legal matter that compromises the organization’s ability to carry out the program services as proposed;
5. Proposer must have at least three years of direct and/or related experience within the past five years in the delivery of same or similar services to those specified in this RFP;
6. Proposals must list their proposed LABSC location in the service area as identified in Appendix D - Maps of Service Areas.
7. Proposer must have the ability to provide services to a multi-lingual population in conformance with Title VII of the Civil Rights Act of 1964 (see

<http://www.eeoc.gov/laws/statutes/titlevii.cfm> for more information on Title VII requirements).

In addition, successful proposers must meet the following requirements prior to entering into an agreement with the City:

1. Be legally incorporated in the State of California (State) under Federal Internal Revenue Tax Code Section 501(c)(3); as a private for-profit organization; or a higher educational institution;
2. If previously registered to do business in the State as a corporation or limited liability company, proposer must be in good standing with the Office of the California Secretary of State;
3. Proposer must be qualified to conduct business in the State; and
4. Proposer must obtain a Los Angeles City Business Tax Registration Certificate (BTRC), or a Vendor Registration Number (VRN).

2.5 Requirements to Procure Subcontractors

Proposers that include funded partners (subcontracted to the proposer) as part of their program design must procure those subcontractors. See Appendix C – “Subcontract and Procurement Procedures” for additional information about the requirements for procuring subcontractors.

LABSC Operators must conduct periodic and objective program and fiscal monitoring reviews of the program activities run by its subcontractors. Each subcontractor must develop and implement ongoing methods to self-evaluate key subcontractor personnel key and obtain client feedback for continual improvement of program operations.

2.6 Collaboration /Leverage Partnerships

Proposers will be required to collaborate with at least four (4) partners: the geographically closest City-funded WorkSource Centers, a financial institution, a higher education system, and another nonprofit/for-profit public entities or community partner. Proposers are also encouraged to leverage City-funded programs in support with other economic development networks. The City reserves the right to require any funded LABSC operator to collocate with other City funded agencies and/or to occupy a facility identified by the City. LABSC proposers must complete the Intent to Formally Collaborate (Attachment 3, Exhibit IV) which outlines the roles and responsibilities of each partner.

2.7 LABSC Operator Responsibilities

The responsibilities of contracted successful LABSC proposers include, but are not limited to, the following:

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1. Manage day-to-day operations and facilities, including supplies and equipment, of the LABSC. At a minimum, the LABSC must be open:

- a) Operate a minimum of 40 hours per week
- b) Offer other non-traditional hours of service either in the evening and/or on Saturdays.
- c) Virtual services shall be available to any potential clients to, at a minimum, allow for electronic enrollment of services and business counseling.

2. Procuring and ensuring the timely execution of any subcontractor agreements including all applicable City terms and conditions. It is expected that subcontracts will be executed within 30 days of a successful proposer's contract execution with the City. Procurement methods are subject to review and approval of the City prior to execution.

3. Establish and maintain a LABSC with a full range of services that are available to clients face-to-face and remotely. The LABSC must be staffed with individuals who have expertise and education on the core services listed in Table 4 under Section 2.2 of this RFP. The resources must focus on ensuring the following:

- a) Seamless delivery of services by reducing the barriers clients may face accessing needed services due to lack of transportation, time constraints, and frustrations when maneuvering through multiple program bureaucracies;
- b) Identification and recruitment of staff, service providers and/or referral sources with the historic competencies to service the diverse range of linguistically isolated low-income communities in the City and build the capacity to serve persons with disabilities.

4. Each LABSC will be required to have language capacity based on service area demographics, with each LABSC offering services in at least two languages.

5. All marketing materials and brochures must follow all City-mandated protocols and guidelines for usage and promotion of the LABSC brand identity and be approved by the City before distribution to the public.

6. Conduct outreach and recruitment activities to reach individuals who reflect the demographics and business industries of the targeted service area and to target the population identified as underserved in the service delivery area. Client outreach and recruitment must include, but not be limited to, preparing and implementing specific action plans, as required by City Directives and Information Bulletins.

7. Have financial management systems in place prior to contracting that comply with the 2 CFR part 200 and 24 CFR parts 85 and 84.

8. Perform and prepare annual fiscal reviews and programmatic audits of any subcontractors and, at a minimum, identify successes and/or problems, making recommendations for quality improvement, and if applicable, requiring a corrective action plan to address findings.

9. Provide written notice to the City of any program or fiscal issues in accordance with City guidelines.

10. Complying with City initiatives, policies and guidelines, including information bulletins, instructions, directives, and site-visit reports.

11. All LABSC activities from enrollment through exit must be electronically recorded in an automated database prescribed by the City. Timely and accurate reporting of all activities must be a priority. Currently, the City requires the use of Salesforce software.

2.8 LABSC Location and Facility Requirements

The LABSC program is a service area-based model and as such, it is critical that each BSC be strategically located and of adequate size. All proposed locations for the main office and optional satellite locations must be located within the proposed service area.

Funded LABSCs must:

1. Meet the physical and program accessibility standards in law, including ADA Title II Accessibility Guidelines, Title 24 of the California Building Code (<http://www.bsc.ca.gov/pubs/codeson.aspx>), and the City’s Accessible Housing Program requirements.
2. Have a minimum of 2,000 square feet with at least one (1) conference room where training can be provided and at least one (1) enclosed or private offices in which discussions can take place.
3. Be reasonably accessible by public transportation.
4. Make available to clients at least two (2) computers and/or tablet with internet access, phone, printer, and scanner.
5. Contain signage that identifies the facility as a Community Development Block Grant-funded City of Los Angeles BusinessSource Center. Exterior signage must be in public view.
6. Provide accessible parking spaces for staff and customers, per ADA Accessibility Guidelines 4.1.2(5)(a) requirements listed below, and in a manner consistent with the City zoning code:

Parking Spaces for Staff and Participants per ADA Guidelines

NUMBER OF STAFF AND PARTICIPANTS	ACCESSIBLE PARKING REQUIREMENTS
1 to 25	1 van space
26 to 50	2 spaces including 1 van space
51 to 75	3 spaces including 1 van space
76 to 100	4 spaces including 1 van space
101 to 150	5 spaces including 1 van space

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7. There must be at least three parking spots exclusively for LABSC clients.
8. All site locations must be in full compliance with all federal, state and local fire and life safety, building, and zoning codes.

To ensure continuity of services, Proposers will be required to have the capacity to provide services remotely in addition to the above office location requirements.

Satellite locations are optional. These are leveraged facilities used by staff on an as-needed basis to meet with clients and further promote the LABSC program and services. Satellite locations are required to be within the service area. Proposers are encouraged to co-locate with existing partners such as WorkSource, YouthSource, FamilySource centers, local libraries, business incubators, neighborhood city halls, or council district offices (see Appendix E for a list of select partners in each Service Area).

The City will not recommend a proposer for funding, nor fund a successful proposer regardless of the merits of the proposal, if a proposed facility is deemed by the City to be in an unacceptable condition to render services.

3. PROPOSAL CONTENT AND SUBMISSION

3.1 Deadline for Submission of Proposals

Proposals must be submitted electronically to ewdd.labsc.rfp@lacity.org by March 11, 2026 by 5:00:00 PM PST. Late submissions will not be considered.

Persons who submit a proposal will receive an email response confirming receipt of their submission. Proposers are encouraged to submit proposals well in advance of the proposal due date and time to ensure that proposals receive a time and date stamp of 5:00:00 p.m. PST or earlier. Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be reviewed. The City reserves the right to extend the submission deadline should this be in the interest of the City.

Proposals NOT Received by the Due Date and Time are NOT Subject to Appeal Rights.

3.2 Proposal Format

Proposals shall be based only on the material contained in the RFP, pre-proposal conference, amendments, addenda, and other material published by the City relating to the RFP. By submitting a proposal, Proposers agree to conform to this section and all mandatory contract provisions in the Standard Provisions for City Contracts.

If a Proposer does not follow these instructions and/or information is omitted, or a required attachment is not submitted, the Proposer may be determined to be ineligible and excluded from the review.

Proposers must provide each of the following items in their written proposal.

1. **General Information:** Proposals must be submitted in the English language. Numerical data must be in the English measurement system; costs must be in United States dollars.
 - a. The total of all narrative responses shall be limited to a maximum of twenty-five (25) letter-size pages (excluding exhibits and attachments) and must follow the standards listed below. Pages in excess of the stated limits will not be read and will not be considered in scoring.
 - i. Font size – 12 points
 - ii. Margins – 1 inch on all sides
 - iii. Line spacing – Single-spaced
 - iv. Prepare in PDF format only
 - v. Pages in excess of the stated limits will not be read and will not be considered in scoring.
 - b. Each page of the proposal, including attachments, must be numbered sequentially at the bottom of the page to indicate “Page ___ of ___.”
 - c. Please use the indicative mood (will, shall, etc.) in narratives rather than the subjective (would, should, etc.) so that proposals can be easily converted to contract

form.

- d. The Proposal Checklist indexes all narratives, attachments and certifications that must be included in the proposal. In assembling the completed proposal, please insert the attachments and certifications in the order indicated in the Proposal Contents Checklist. The Proposal Contents Checklist will serve as your Table of Contents (See Attachment 1).
- e. Answers should be as concise as possible while providing all the information requested.
- f. The narratives and exhibits, including the budget, should include and clearly identify the services including those to be provided by subcontractors.
- g. Only the exhibits and attachments specifically requested in the RFP are to be submitted with your proposal. Any other attachments submitted to “supplement” information in the proposal will not be read and will not be considered in scoring.

2. Proposal Checklist: The “Proposal Contents Checklist” identifies all information including narratives, exhibits and attachments that must be submitted with your proposal. In assembling the proposal, please include the exhibits and attachments in the order indicated in the “Proposal Contents Checklist” (Attachment 1). The “Proposal Contents Checklist” will serve as the table of contents and must be included in the proposal.

3. Cover Letter: Each proposal must include a cover letter limited to one (1) page that references the title of this RFP and the RFP Number, contains a general statement of the purpose for submission, and includes the following detailed company information:

- a. Full legal name of the Proposer.
- b. Legal business status (individual, partnership, corporation, etc.), address, website (if applicable), email address, and telephone number of the Proposer.
- c. If the Proposer is a corporation, partnership, LLP, LLC, etc., identify the state under whose laws Proposer is organized. Otherwise, if Proposer is an individual, identify the state where Proposer is domiciled.
- d. Include the title(s), address(es), telephone number(s), and email address(es) of the person(s) who shall be authorized to represent the Proposer and each collaborator. Also include the above contact information for the Proposer’s contract manager and accounting liaison.
- e. State the number of years of direct and/or related experience in administering part or all of the services solicited in this RFP.
- f. Be signed by the person(s) authorized to bind the Proposer to all commitments made in the proposal and, if applicable, be accompanied by a copy of the Board Resolution authorizing the person(s) to submit the proposal. If a Board Resolution cannot be obtained prior to proposal submission, it may be submitted no later than one (1) calendar week after the proposal submission deadline.
- g. Identify the individual or firm, which prepared or assisted in preparing the proposal. If that individual or firm will not participate in the implementation of the project, describe how the transfer of responsibility will occur to ensure timely implementation.

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

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City of Los Angeles
Economic and Workforce Development Department
444 S. Flower Street, 14th Floor
Los Angeles, CA 90071
ATTN: 2026 LABSC RFP / Yovana Perez

4. **Authorized Signatures:** the proposal must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the Proposer.
5. **Proposer Information Form (Attachment 3, Exhibit I)**
Proposers are required to attach a) a copy of the Proposer’s “Articles of Incorporation”, which show that the organization was legally incorporated at least three (3) years prior to the date of proposal, b) a copy of its corporate bylaws and all amendments as adopted by the agency’s Board of Directors and properly attested, c) list of current board members with current contact information, and d) Proof of Internal Revenue Service (IRS) taxpayer identification number and W-9 or 501(c)(3) designation to Exhibit I.
6. **Documents Required with Submission:** Proposer must complete and submit all applicable attachments in Attachment 6 - City Contracting Requirements Checklist and Compliance Forms. Follow instructions noted on the checklist for specific contracting and compliance forms that must be submitted via the City’s procurement website, RAMP LA (<https://www.rampla.org>). Attach a copy of forms uploaded to RAMP LA with the RFP proposal package.

Because some documents require extensive time to complete, the City strongly encourages proposers to commence these activities prior to the proposer’s conference.

- Section A - Executive Summary and Non-Collusion Affidavit - Required
- Section B - Bidder Certification CEC Form 50 - Required
- Section C - Prohibited Contributors (Bidders) CEC Form 55 - Required
- Section D - Contractor Responsibility Ordinance Questionnaire - Required
- Section E - Management Representation - Required
- Section F - Certification of Compliance with Child Support Obligations - Required
- Section G - Iran Contracting Act of 2010 Compliance Affidavit - Required
- Section H - Living Wage Ordinance And Worker Retention Ordinance - Required
- Section I - Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance - Required
- Section J - Disclosure Ordinances (Slavery and Border Wall Contracting) - Required
- Section K - Contractor Responsibility Ordinance Pledge of Compliance - Required
- Section L - Certification of Compliance with the Americans with Disabilities Act - Required
- Section M - Insurance Requirements: Workers’ Compensation, General Liability, Auto Liability - Required
- Section N - Business Tax Registration Certificate - Required

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- Section O - Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification - Required
- Section P - Non-Discrimination, Equal Employment Practices, and Affirmative Action (Non-Construction and Construction) - Required
- Section Q - Contractor Performance Evaluation Ordinance - Required
- Section R - Contractors’ Use of Criminal History for Consideration of Employment Applications (Fair Chance Initiative for Hiring) - Required
- Section S - Standard Provisions for City Contracts - Required

3.3 Preliminary Schedule

RFP Release Date:	January 21, 2026
Non-mandatory Virtual Proposers’ Conference	February 4, 2026
Mandatory Notice of Intent	February 20, 2026
Proposals Due	March 11, 2026

3.4 Pre-Proposal Conference

A non-mandatory, virtual proposer’s conference will be held to review the RFP document, discuss requirements, and answer questions regarding this RFP. City staff will not provide assistance regarding a proposer’s individual project design or submission. Attendance is optional for the proposer’s conference. However, proposers will be responsible for any information discussed.

The Proposer’s Conference is scheduled on February 4, 2026 10:00 a.m. - 12:00 p.m PST.

1. Please register for the Proposers' Conference by January 30, 2026 at: <https://us02web.zoom.us/meeting/register/V-jloQlvQb2HNSs6ParLzw>

The conference will be recorded and uploaded to RAMPLA.

2. Upon registering for the webinar, you will receive a confirmation email with information on how to join the webinar. Note: You must join the webinar via the link provided in your confirmation email. These links are unique and must not be shared.

The City does not discriminate on the basis of disability and, upon request, EWDD will provide reasonable accommodation to ensure equal access to its programs, services and activities. To request accommodation, please email: ewdd.labsc.rfp@lacity.org at least 72 hours prior to the virtual proposer’s conference to ensure availability. Due to difficulties in securing sign language interpreters, five or more business days’ notice is strongly recommended.

3.5 Mandatory Notice of Intent to Submit Proposal

To more efficiently manage the number of potential respondents to this RFP, submission of Attachment 2: “Notice of Intent to Submit Proposal” form is mandatory. The “Notice of Intent to Submit Proposal” must be submitted by email to the following email ewdd.labsc.rfp@lacity.org by the date and time indicated on the cover page of this RFP. Persons who submit a notice of intent to submit proposal will receive an email response confirming receipt of their submission.

3.6 Technical Assistance

Technical assistance will be available for questions regarding the requirements of the RFP. Such assistance is intended to further explain the City’s requirements and expectations. The City will not provide assistance on a proposer’s narratives nor will the City review or evaluate a proposer’s responses to the RFP prior to the close of the RFP process.

All technical assistance questions must be submitted to ewdd.labsc.rfp@lacity.org. The proposer’s question must identify the RFP page and section of the subject matter to which the proposer is referring. The deadline to submit requests for technical assistance is **Friday, February 27, 2026 by 5:00:00 pm PST.**

To ensure fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document that will be available on the City’s procurement website www.RampLA.org. Individual answers will not be given directly to the inquirer, and a consolidated answer may be provided in response to several questions that are similar in nature. The Q&A document will be updated on a regular basis to ensure the prompt dissemination of information. All questions will be responded to within 3 business days.

4. EVALUATION AND SELECTION PROCESS

4.1 Maximum Number of Applications

The City will be accepting proposals for individual LABSC service areas only. If a proposer wishes to operate more than one LABSC, the proposer must submit a separate proposal for each proposed location. Proposers may submit a maximum of two proposals in response to the 2026 LABSC Operators RFP.

All proposers must respond to the questions and instructions below. Answers should be provided in concrete language, use quantifiable measurements when applicable, and be specific about the role of each collaborator. Narrative responses are limited to a maximum of twenty-five (25) pages (excluding flowcharts and exhibits).

4.2 Proposal Review Process and Proposal Award

The proposal review process shall include the following major activities to ensure that the procurement meets audit standards:

- All proposals submitted by the deadline shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.
- Proposals must identify the Service Area where services will be provided. All eligible proposals will be reviewed, scored, and ranked within the ten targeted service areas noted in Section 1.5.
- All eligible proposals shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the line-item budget, the program design, and its competitive standing as compared to all other proposals.
- At the City's sole discretion, oral interviews may be held with qualified proposers. The results of the oral review may determine the final funding recommendations.
- A minimum score of 70 is required to be considered for funding. However, a score of 70 or more shall not be a guarantee of funding. In addition, a high score does not necessarily guarantee funding. Proposals with a score of 70 or greater that are not recommended for funding will be placed on a List of Qualified LABSC Replacement Operators.
- Proposers may be requested to make an oral presentation to the review panel. The results of this review may determine final recommendations.
- EWDD will submit funding recommendations to the City Council and Mayor for approval.
- Proposers will be notified electronically via email about funding recommendations and evaluation results.
- Should contract negotiations not be successful with the selected proposer, the City may, based on its exclusive discretion, negotiate with the next most qualified proposer.

4.3 Evaluation Criteria

EWDD will review and score each complete and fully responsive proposal. Proposals will be determined eligible for review and scoring based on the responsiveness and factuality or verifiability of the proposal documentation and information. A total of 100 points may be awarded based on the review of narratives and exhibits submitted with the proposal. A minimum score of 70 is required to be considered for funding. Scores will be ranked against others proposing to serve the same targeted service area.

Proposals will be evaluated using a point system in the areas of Demonstrated Ability, Program Design, Facility Location and Suitability, Cost Reasonableness and Financial Viability.

Table 7 - RFP Proposal Evaluation Criteria

Evaluation Criteria	Points
Demonstrated Ability	30
Program Design	35
Facility Location and Suitability	10
Cost Reasonableness and Financial Viability	25

The City reserves the right to verify information contained in proposals. If the information cannot be verified, the City reserves the right to reduce the rating points. Additionally, EWDD reserves the right to consult with other City departments during the evaluation process.

Proposals with a score of 70 or greater that are not recommended for funding will be placed on a list of “Qualified LABSC Replacement Operators.” In the event a LABSC operator is unable to continue in the capacity of an LABSC operator, the City may make a selection from the list of Qualified LABSC Replacement Operators to assume management of the LABSC.

Qualified LABSC Replacement Operators may also be asked to locate in and serve a regional planning area they had not originally proposed to serve, but for which no qualified proposers exist.

The City also reserves the right to require a pre-award interview, site inspection, and/or telephone conference call to verify information contained in the proposal and to determine if the proposed facilities are appropriate for the services to be provided.

The City’s decision to award a contract(s) will be based on the stated evaluation criteria. The City reserves the right to modify the City’s objectives and requirements at any point during the period prior to submittal deadlines (by RFP addendum), without liability, obligation, or commitment to any party, firm or organization for costs incurred in

responding to this RFP. RFP addendums or subsequent modifications of the City's terms and conditions prior to execution of a contract.

Proposals will be evaluated against others proposing to provide the same services and to independent cost estimates. The lowest cost proposer may not be determined to be the best proposer when all the evaluation factors have been considered. The City reserves the right to select proposers whose proposals, in the sole judgment of the City, best meet the needs of the City. The award of the contract is subject to the successful negotiation of the terms and conditions of an agreement.

4.4 Proposal Narrative Requirements

Part 1: Demonstrated Ability (30 points)

Proposers must respond to the following questions describing qualifications and program/administrative capability providing the solicited or very similar services for three years within the past five years. Provide examples and explain the applicable experience.

Narrative 1

The LABSC Program delivers the business services outlined in Table 4, Menu of Services. For Narrative 1, provide examples that describe your organization's qualifications and experience in the delivery of services to businesses specific to Financial Literacy & Access to Capital, Legal & Regulatory Support, and Contracting & Procurement.

- Outline the roles and responsibilities of staff and subcontractors
- Number of clients served per year
- Customer demographics
- Industries served
- Geographic areas served
- Partnerships and collaborations

Complete Exhibit II (Attachment 3) - Performance Verification Form – All proposers must complete this Exhibit for funded programs administered for three years within the past five years. The City will verify performance. Points awarded will be based on performance verification.

Narrative 2

Explain the organization's internal monitoring process to maintaining fiscal and operational oversight across all key areas — program quality, fund administration, performance goals, contract compliance, and partner management. Ensure to elaborate on each of the following:

- Governance and Oversight Structure
- Fiscal Monitoring and Administration
- Program Quality and Performance Monitoring
- Contract and Compliance Oversight
- Monitoring of Subcontractors and Partner Agreements
- Reporting and Accountability

Part 2: Program Design (35 points)

These narratives focus on the program’s plan to achieve the outcome indicators on Table 5 LABSC Performance Measures and how your organization will structure the services provided to ensure you meet the outcomes.

Narrative 3

Describe your plan to outreach and engage businesses in the service area to meet the required enrollment outcomes outlined in Table 5. Specify how you will engage businesses with revenues between \$5M - \$7.5M and articulate the specific needs of this business segment when accessing capital. Identify anticipated challenges and how they will be addressed. Specify use of customized industry initiatives to engage the industries listed in Section 1.3.A.

Narrative 4

Provide a narrative and flowchart to illustrate the assessments, services, and outcomes for the different business needs listed below.

1. Services provided to businesses from early to established phases.
2. Business stabilization services including disaster preparedness and resiliency planning.
3. Training, technical assistance, and one-on-one counseling to early stage and/or underprepared businesses for access to funding.
4. Services, programming, and networking for procurement readiness for small to medium sized businesses.

Complete Exhibit III (Attachment 3) – LABSC Service Flow Chart. All proposers must complete this Exhibit.

Narrative 5

Describe partnerships with other organizations, lenders, elected officials, City and County Departments to deliver comprehensive support services to clients as outlined in Table 4 – BusinessSource Center Program - Menu of Services.

Complete Exhibit IV (Attachment 3) - Intent to Formally Collaborate. All proposers must complete this Exhibit.

Part 3: Facility Location and Suitability (10 points)

Narrative 6

Provide an explanation for selecting the proposed location for the LABSC office. If your organization is proposing a satellite office, describe what services will be available, and how the satellite location will expand access to all the neighborhoods in your service area. Discuss technology tools to support client access and as well as provision of services during non-traditional hours.

Complete Exhibit V (Attachment 3) – Facility Form. All proposers must complete this Exhibit.

Part 4: Cost Reasonableness and Financial Viability (25 points)

This section requires the preparation of a budget and the identification of all non-City contract sources, program income, fee charges, etc. that will be used in support of the program(s) as well as the uses of all resources. The budget must be attached to Narrative 7 including justification of the cost categories and level of expenditures. Proposers are also required to submit their 2023 and 2024 Audited Financial Statements as instructed below.

The City reserves the right to negotiate individual terms of the budget prior to the award of contracts to successful proposers.

Any proposer that has any material unresolved fiscal finding with the City must have the finding resolved prior to being considered for funding.

Narrative 7

Describe how the proposed budget supports the stated program outcomes and services including how funds will be allocated to attract and retain qualified staff, minimize administrative costs and support direct services. Include in your response any leveraged resources you plan to contribute to the program, if applicable. **Leveraged resources are optional under this RFP.** Leveraged resources can be federal and non-federal resources (cash expenditures and in-kind contributions) used for business services. Leveraged resources must be allowable and auditable under the CDBG program, and meet the requirements of 2 CFR 200.

Budget Forms

The Proposer is to complete the following budget forms and prepare a 12-month budget in accordance with the “Guidelines for Preparation of Budget Forms.” Reference Attachment 4 - Budget Forms #1-9

The proposal budget is for RFP evaluation purposes only. Contracted LABSCs will be required to submit another budget based on actual funding and contract term.

1. Guidelines for Preparation of Budget Forms
2. Budget Detail
3. Schedule of Personnel
4. Spending Plan Worksheet
5. Budget Summary
6. Budget Narrative
7. Schedule of Leveraged Resources
8. Salary Range Summary
9. If a person has been identified for the position, provide the position description and the resume of the individual. If no one has been identified yet, indicate “Vacant” and attach the position description.

To “pass” this category, the budget must comply with the following guidelines:

- Submit a complete budget using the prescribed “Budget” forms only.
- Be accurately calculated.
- Include only those costs that are allowable and allocable in accordance with GAAP and CDBG guidelines.
- All proposed costs will be evaluated to determine if they are reasonable, necessary, and competitive.
- Complete the Budget Narrative Form with detailed explanation of all line items and formulas used to support all proposed costs.

2023 and 2024 Audited Financial Statements

Provide a copy of your organization’s last two audited financial statements from an independent auditor or a City auditor and label as “Attachment 5”. If it is determined by EWDD that the proposer is not solvent, proposer will NOT be considered for funding.

4.5 Proposal Appeal Process

1. Appeal Rights

The City will notify all proposers in writing of the results of their proposal scoring, their right to file an appeal, and the appeal process. Proposers may appeal procedural issues only. Such appeals must be based on specific facts demonstrating that the RFP criteria or processes were not followed in the review of proposals. A disagreement with, or objection to, the points awarded does not constitute a basis for an appeal. Differences of opinion about the merits of the proposal do not constitute grounds for submitting an appeal.

2. Letter of Appeals

Appeals shall be electronically submitted to ewdd.labsc.rfp@lacity.org **no later than 5 business days after the date of the RFP notification results letter**. To file an appeal, the applicants must submit a written request and identify the specific reason for the appeal at ewdd.labsc.rfp@lacity.org.

Written appeals shall not be more than 3 typewritten 8½ x 11-inch pages and shall request that an appeals review be granted. Written appeals must include the following information:

- A. The name, address, and telephone number of the proposer.
- B. The name/title of RFP to which the organization responded.
- C. Detailed statement of the specific procedural issues for appeal.

Written appeals may not include any new or additional information that was not submitted with the original proposal. Only one appeal per proposal will be permitted. All appeals must be submitted within the time limits set forth as noted in the above paragraphs. Appeals submitted after the deadline, for any reason, will not be read or considered.

4.6 Appeals Panel

A panel composed of selected staff will review the appeal for this RFP. After the close of the review, EWDD’s General Manager or Assistant General Manager shall make a final determination for the protest and shall respond accordingly. The decision of the panel will be EWDD’s final recommendation.

4.7 Disclaimer

The City is not responsible for representations made by any of its officers or employees prior to the approval of an agreement unless such understanding or representation is included in this RFP or in subsequent written addenda. The City is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto.

5. SUBMISSION TERMS

This section identifies submission terms and conditions.

5.1 Addendum(a)

The City reserves the right to issue an addendum or addenda to this RFP which may add additional requirements to be considered responsive. The City reserves the right to change or amend any and all requirements of the RFP. All addenda will be posted on the RFP listing on the RAMP website at www.RAMPLA.org. Each Proposer is responsible for checking the RAMP website to ensure that it has received all applicable amendments.

5.2 In Writing

All proposals must be submitted in writing and proposers shall complete and return all applicable documents including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. The City may deem a proposer non-responsive if the proposer fails to provide all required documentation, copies, or electronic files and is eliminated from further consideration in the evaluation process.

5.3 Best Offer

The proposal shall include the proposer’s best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of two hundred seventy (270) calendar days from the submission deadline.

The information requested and the manners of submission are essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposal in which information is requested and not furnished or when a direct or complete answer is not provided.

5.4 Authorized Signatures

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with authority to bind the Proposer to a contract, is sufficient to sign all applicable documents for this RFP. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The proposal must identify the responsible entity.

5.5 Acceptance of Terms and Conditions

Submitting a proposal in response to this RFP constitutes acknowledgment and acceptance of all terms and conditions set forth in this RFP unless otherwise expressly stated in the proposal.

5.6 Information Requested and Not Furnished

The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

5.7 Alternatives

The Proposer shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet the City’s requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

5.8 Proposal Errors

Proposers are liable for all errors or omissions incurred in the preparation of the proposal, supplements or addenda to proposals. Proposers will not be allowed to alter proposal documents after the due date for submission.

The City reserves the right to make corrections or amendments due to any error identified by the City in any proposal. This type of correction or amendment will only be allowed for errors such as typing, transposition, or any obvious error. Any changes will be dated and time stamped, and attached to the proposal. All changes must be in writing, and authorized and made by EWDD.

5.9 Proposal Clarification

The City reserves the right to request at any phase of the evaluation process that Proposers clarify information provided in RFP responses, including assumptions used in the RFP response. All clarifications must be coordinated in writing with, authorized by, and made by the Contract Administrator. Clarifications must be submitted in writing by

the requested deadline. Otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If the City determines that all proposers failed to submit requested information or adequately responded to the same RFP question or request for data, the City may, at its discretion, issue an RFP Addendum and provide all proposers with an opportunity to respond to the RFP question. Responses to RFP Addendum questions must be submitted in writing by the stated deadline; otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

5.10 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

5.11 Interpretation and Clarifications of RFP Requirements

The City will consider prospective recommendations or suggestions regarding any requirements before the mandatory proposers’ conference. All recommendations or suggestions must be in writing and submitted to EWDD at ewdd.labsc.rfp@lacity.org.

The City reserves the right to modify requirements on any RFP if it is in the best interest of the City.

5.12 Proposal Submission Deadline

Timely submission of proposals is the sole responsibility of the Proposer. The City reserves the right to determine the timeliness of all submissions. The proposals, including all hard copies, redacted copies and electronic copies of the final proposals and proposal questionnaire must be received by the Contract Administrator at the published location and by the published submission deadline included with this RFP. Proposers should allow ample time to clear security to meet the deadline listed above. All proposals will be date and time stamped upon receipt.

5.13 Cost of RFP

All costs of proposal preparation shall be borne by the Proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

5.14 Withdrawal of Proposals

The Proposer may withdraw the submitted proposal in writing at any time before the specified due date and time. A written request, signed by an authorized representative of the company, must be submitted to the Contract Administrator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the Proposal Submission Deadline.

5.15 Selection of Vendor

The Proposer with the highest score based on the RFP criteria and that also satisfies all City contracting requirements will be recommended for selection. Selection is not restricted to the lowest offer or bid. Should contract negotiations not be successful with the selected Proposer, the City may, based on its exclusive discretion, negotiate with the next most qualified Proposer.

5.16 Rejection of Proposals

The City reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals shall not render the City liable for costs or damages.

The City reserves the right to select proposers whose proposals, in the sole judgment of the City, best meet the needs of the City. The City shall have the right to request that Respondents provide additional information regarding any particular services or group(s) of services contained in their proposals, and to enter into negotiations with Respondents for said service(s). The City reserves the right to reject any or all proposals; to waive any non-material irregularities or informalities in proposals received; to reject any unapproved alternate or incomplete proposal(s), and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals will not render the City liable for costs or damages.

Regardless of the merits of the proposal submitted, a proposer may not be recommended for funding if it has a history of contract non-compliance with the City or any other funding source, poor past or current contract performance with the City or any other funding source, or current disputed or disallowed costs with the City or any other funding source.

5.17 RFP Withdrawal, Cancellation, Other Options

The City reserves the right to withdraw or cancel the RFP at any time if it deems such action necessary. If such action is taken, the City may re-issue the RFP. The City also reserves the right to contract with more than one respondent to this RFP. Furthermore, the City may exercise its right not to select any proposer from this RFP, if it determines that there was no responsive proposer.

If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified, or not cost-effective, the City may, at its sole discretion, reissue the RFP or award a sole-source contract with a vendor. The award of the contract is subject to the successful negotiation of the terms and conditions of an agreement.

The City reserves the right to verify all information in the proposal. If the information cannot be confirmed, the City reserves the right to reduce the rating points awarded. The City reserves the right to require a pre-award interview and site inspection.

5.18 Contractor Performance Evaluation

When the term of the contract under this RFP has concluded, the City will evaluate the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on specified criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation and any response from the Contractor to evaluate Proposals and to conduct reference checks when awarding future service contracts.

5.19 Lobbying Law Compliance

a) Proposers bidding for a contract, as defined in Los Angeles Administrative Code Section 10.40.1, shall submit with their bid, the Bidder Certification Form CEC 50 as prescribed by the City Ethics Commission acknowledging and agreeing to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance.

b) This ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing the decisions of City government. Additional information regarding these restrictions may be obtained from the City Ethics Commission at (213) 978-1960 or <http://ethics.lacity.org/>.

5.20 Campaign Contributions

a) Proposers are subject to Charter Section 470(c)(12) and related ordinances. As a result, proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the Proposal until either the contract is approved or, for successful proposers, twelve months after the contract is signed. The Proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

b) Proposers must submit CEC Form 55, provided in Attachment 6 to the awarding authority at the same time the Proposal is submitted. The Form requires proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include such notice in contracts with subcontractors. Proposals submitted without a completed CEC Form 55 shall be deemed non-responsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or <http://ethics.lacity.org/>.

5.21 Confidentiality

All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during the performance of the services will remain the property of the City. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor and any of its employees during the performance of services are confidential (from now on collectively referred to as “Confidential Information”). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only to carry out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

Any Confidential Information provided by the City to the Contractor, or accessed or reviewed by Contractor, during the performance of services, will be made available to its employees, agents, and subcontractors only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. At no cost to the City the Contractor will, at the conclusion of services, or at the request of the City, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or additional information obtained by the Contractor during the course of work under the contract. The Contractor will not make or retain copies of any such information, materials or documents. The Contractor and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual's privacy rights and may violate various federal and State statutes. The Contractor will implement reasonable and prudent measures to keep secure personal employee information accessed by its employees, agents, and subcontractors during the performance of services. The Contractor will advise its employees, agents, and subcontractors of this confidentiality requirement.

The Contractor shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services, and shall describe to the City's satisfaction the methods which will be used to protect the City's interests and confidentiality of City records and information in doing so. The City reserves the right to approve any such service provider throughout the term of the contract at its sole and absolute discretion.

Any breach of security that occurs through the Contractor's website, offices or network shall require Contractor to be responsible for notifying City and all applicants affected by such breach. Contractor shall also be responsible for all costs associated with such notification. The Contractor shall indemnify the City for any breaches of its security and the improper disclosure of confidential information.

5.22 Online Submission of Required Documents

a) Equal Benefits Ordinance

Proposers are advised that any contract awarded under this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All proposers shall complete and upload the Equal Benefits Ordinance Affidavit (two (2) pages) available on the RAMP (www.RAMPLA.org) before the award of a City contract, the value of which exceeds \$25,000. The Equal Benefits Ordinance Affidavit shall be effective for twelve months from the date it is first uploaded onto the City's RAMP. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

b) First Source Hiring Ordinance

Unless approved for an exemption, Contractors under contracts used primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Sections 10.44, et seq., First Source Hiring Ordinance (FSHO). Proposers shall refer to Standard Provisions for City Contracts (Revised 10/17), "First Source Hiring Ordinance", for further information regarding the requirements of the Ordinance. The First Source Hiring Ordinance Compliance Affidavit shall only be required of the proposer that is selected for award of a contract.

c) Disclosure Ordinances Affidavit

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Effective July 18, 2018, the DBWCO was combined with SDO on a revised Disclosure Ordinances Affidavit to be completed electronically on the Regional Alliance Marketplace for Procurement (RAMP).

You will be required to register on RAMP (www.RAMPLA.org) in order to access the new compliance affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the

SDO and the DBWCO may visit the Bureau of Contract Administration’s website at <http://bca.lacity.org>.

5.23 Fair Chance Initiative for Hiring Ordinance

City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant’s criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant’s criminal history and the duties of the position (Contractors and subcontractors must also comply with State requirements regarding the use of criminal history information in the job application process). Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms may be found at the Department of Public Works, Bureau of Contract Administration website at <http://bca.lacity.org>.

5.24 Iran Contracting Act of 2010

By California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City 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.”

5.25 Bond Assistance Program

For those Contractors wishing to bid on City projects but are experiencing difficulty obtaining the required bid, performance and payment bonds, the City of Los Angeles provides bonding assistance through the Los Angeles Bond Assistance Program (BAP LA). For more information regarding the BAP LA, please go to the City’s Risk Management website at <http://cao.lacity.org/risk>.

5.26 Executive Directive 35 Compliance

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: contractor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“contractor/subcontractor Information”). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

5.27 Zero Waste Ordinance

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code, Section 10.53) became effective on January 23, 2023. City

facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the Contractor for work to be performed under the contract must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation at (213) 485-2260, srcrd@lacity.org or <https://www.lacitysan.org>.

6. GENERAL TERMS AND CONDITIONS

6.1 Definition of Terms

The following terms used in the RFP documents shall be construed as follows:

1. “City” shall mean the City of Los Angeles.
2. “Department” shall be considered synonymous with the City’s Department of Economic and Workforce Development Department (EWDD)
3. “Agreement ” shall be considered synonymous with the term “Contract.”
4. “Contractor” shall mean the individual, partnership, corporation or other entity to which this agreement is awarded, and shall be synonymous with the term “vendor.”

6.2 Property of City / Proprietary Material

All proposals submitted in response to this RFP will become the property of the City and Subject to the California Public Records Act (California Government Code Section 6250 et seq). Any department or agency of the City has the right to use any or all ideas presented in the proposal without any change or limitation. Selection or rejection of a proposal does not affect these rights.

Proposers must identify all trade secrets or other proprietary information that the proposers claim is exempt from the Public Records Act. The City Attorney will make an independent determination regarding whether the identified information is disclosable.

In the event a Proposer claims such an exemption, the Proposer is required to state in the proposal the following: “The Proposer will indemnify the City and its officers, employees, and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.”

Failure to include such a statement shall constitute a waiver of a proposer’s right to exemption from this disclosure.

6.3 Pre-Award Negotiations

Before the award of the contract, the successful Proposer(s) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. to ensure successful administration of the contract.

6.4 Execution of Contract

Any contract made under this RFP must be accepted in writing by the Proposer. If for any reason the Proposer should fail to accept the contract in writing, then the Proposer may be deemed non-responsive and the City may commence contract negotiations with another proposer.

Please note that the City takes a legal approach whereby all contracts contain an order of precedence. In the event of an inconsistency between the provisions of the Contractor's documents and the City's documents, the City's documents take precedence concerning the resolution of the inconsistency.

6.5 Contract Execution Requirements

If recommended for funding, the proposer will be required to enter into an agreement with the City of Los Angeles and comply with the requirements listed below. **Failure to comply with these requirements will result in non-execution of the contract.** A copy of the City's Standard Agreement for City Contracts is available under Appendix B of this RFP. The agreement with the selected proposer(s) will be on a to-be-negotiated fee-for-performance basis.

1. Insurance Certificates

Contractors will be required to maintain insurance at a level to be determined by the City's Risk Manager, with the City named as an additional insured. Contractors who do not have the required insurance should include the cost of insurance in their proposal. Contractors will be required to provide insurance at the time of contract execution (refer to the following link for Insurance Instructions and Information http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

2. Secretary of State Documentation

All contractors are required to submit one copy of their Articles of Incorporation, partnership, or other business organizational documents (as appropriate) filed with the Secretary of the State. Organizations must be in good standing and authorized to do business in California, as registered contractors with the State of California. Visit the Secretary of State's website for more information at: <https://bizfileonline.sos.ca.gov/search/business>.

3. Corporate Documents

All contractors who are organized as a corporation or a limited liability company are required to submit a Secretary of State Corporate Number, Unique Entity Identifier (UEI), a copy of its By-Laws, a current list of its Board of Directors, and a Resolution of Executorial Authority with a Signature Specimen.

4. City Business Tax Registration Certificate

All contractors are required to submit a copy of their City of Los Angeles Business Tax Registration Certificate or Vendor Registration Number. To obtain a Business Tax Registration Certificate (BTRC), call the Office of Finance at (213) 473-5901 and pay the respective business taxes. The address is: Los Angeles City Office of Finance, Tax and Permit Division, City Hall, 200 N. Spring Street, Room 101, Los Angeles, CA 90012. Visit the Office of Finance’s website for more information at: <https://finance.lacity.gov/>.

5. Proof of IRS Number (W-9)

All contractors are required to complete and submit Proof of IRS Number (W-9) form. (Refer to link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> Request for Taxpayer Identification Number (Form W-9).

6. Nonprofit Status Documentation from the Internal Revenue Service (IRS)

Proposers must submit a copy of their notice (dated within the last 10 years) from the IRS designating the agency as a 501(c)(3) organization or other evidence of its tax exempt status from the IRS, if applicable.

6.6 Certifications

Contractors will attest the following documents in the contract:

1. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549.
2. Certification and Disclosure Regarding Lobbying (not required for contracts under \$100,000). Contractor shall also file a disclosure form at the end of each calendar quarter during which any event requiring disclosure, or which materially affects the accuracy of the information contained in any previously filed disclosure form, occurs.
3. A Certificate Regarding Drug-Free Workplace Requirements.
4. Certification Regarding Notice of Prohibition Against Retaliation.

6.7 Accessibility Requirements

Any contract awarded pursuant to this RFP will require that Contractor:

1. Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 701 et seq.; the Fair Housing Act, and its implementing regulations and any subsequent amendments, as applicable; and California Government Code Section 11135 et seq.
2. Not discriminate in the provision of its programs, services or activities on the basis of disability or on the basis of a person’s relationship to, or association with, a person who has a disability.

3. Provide reasonable accommodations and modifications upon request to ensure equal access to all of its programs, services and activities.
4. Contractor will represent that it will certify that any construction for housing performed with funds provided through any future contract will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.
5. Contractor will represent that it will certify that its buildings, and facilities used to provide services in accordance with any contract, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.
6. Contractor understands that the City is relying upon these certifications and representations as a condition of funding any future contract.
7. Contractor will require its subcontractors, if any, to include this language in any subcontract.

6.8 Child Support Assignment Orders

Any contract awarded pursuant to this RFP will be subject to the following:

This contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Contractor/ consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Contractor/contractor/consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this contract to termination where such failure shall continue for more than 90 days after notice of such failure to Contractor/Consultant by City. Any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this contract to termination where such failure shall continue for more than 90 days after notice of such failure to Contractor/Consultant by the City.

Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant

assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110 (see Attachment 6).

6.9 Fair Chance Initiative for Hiring Ordinance

City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms can be found at Department of Public Works, Bureau of Contract Administration at: <https://bca.lacity.org/fair-chance>

6.10 Federal Funding Accountability and Transparency Act of 2006 (FFATA) Reporting

FFATA and the Government Funding Transparency Act of 2008 instituted requirements meant to provide full disclosure of entities receiving federal funding and established "USASpending.gov," a federal website, to provide the public information on the entities receiving federal monies.

Source(s) of funding for this RFP may come from federal grants that the City receives directly from the federal government. Therefore, the City may be required to collect information from first-tier subcontractors/sub-recipients and report that information in the publicly available USASpending.gov website within one month of contract execution. Any City contract resulting from this RFP that exceeds \$25,000 is contingent upon the Contractor providing information required under FFATA in order that the City may comply with its responsibility to report.

Successful proposers will be required to:

1. Provide to the City their organization's Unique Entity Identifier (UEI) as well as Unique Entity Identifier (UEI) for their parent organization, if any;
2. Provide any "doing business as" name, if applicable; and
3. Provide the names and total compensation of the five most highly compensated officials of their organization if their organization meets all three of the following conditions:
 - A. In your organization's previous fiscal year, your organization (including parent organization, all branches, and all affiliates worldwide) received 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and,
 - B. In your organization's previous fiscal year, your organization (including parent organization, all branches, and all affiliates worldwide) received \$25,000,000 or more in annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and,

- C. The public does not have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or Section 6104 of the Internal Revenue Code of 1986.

6.11 Security Clearance and Tuberculosis Test of Staff and Volunteers

All contractors must certify that Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass a 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. The Contractor will be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

All contractors must maintain proof of security clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

6.12 Amendments, Modifications and Change Orders

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of the resultant agreement must be made by written amendment or change order approved by the Contracting Authority, the Contractor, and signed by the City Attorney. If the Contractor performs any modification without a written amendment/change order, the City will neither pay for nor be obligated to accept said modification.

6.13 Collaboration

The City may, at its discretion, require two or more proposers to collaborate as a condition to contract execution.

6.14 City Contracting Method/Payment for Services

City contractors are generally compensated for services on a cost reimbursement basis. Under this method, contractors will be reimbursed for a negotiated set of costs incurred in operating the program.

6.15 Contract Cost

Contract costs must include only those contract related expenditures which are necessary, reasonable, allowable and allocable, and which are accrued during the contract period, or which are necessary for orderly contract start-up or close-out. Organizations must not provide services nor incur program costs prior to start of contract period.

6.16 Contractor

The proposer(s) awarded the contract must be the Contractor(s) performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting and a listing of subcontractors. The City reserves the

right to reject any proposal wherein use of subcontractors significantly affects the ability of the proposer to function as the Contractor on the awarded contract. The Contractor will always be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

6.17 Subcontractors/Joint Ventures

Acceptance or rejection of a proposer’s request to use subcontractors is at the sole discretion of the City. With approval of the City, the Contractor may enter into subcontracts and joint participation agreements with others for performance of this program. The City reserves the right to limit the types of service performed by subcontract and joint participation agreements.

The provisions of the resulting contract will apply to all subcontractors in the same manner as to the Contractor. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant contract.

6.18 Copies of Subcontractor Agreements

Upon written request from the City, the Contractor must supply the City with all subcontractor agreements.

6.19 Supplier Performance Feedback Meeting

The proposer awarded the resulting contract may be required to attend periodic performance feedback meetings facilitated by the City. The meetings will focus on the Contractor’s and the City’s performance in fulfilling the service level agreements contained in the contract. The meetings will provide a forum to informally discuss opportunities for improving contract terms and conditions, service level agreements, and cost reductions for both parties.

6.20 Replacement of Contractor’s Staff

The City reserves the right to have the Contractor replace any contract personnel with equally or better-qualified staff upon providing written notice to the Contractor. Also, the City reserves the right to approve in advance any changes in project personnel or levels of commitment by the Contractor to the project.

6.21 Contractor’s Address

The address given in proposal response will be considered the legal address of the Contractor and will be changed only by written notice to the City. The Contractor will supply an address to which certified mail can be delivered. The delivery of any communication to the Contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Contractor at such address, will constitute a legal service thereof. Also, telephone numbers, fax numbers, and e-mail addresses (if applicable) must be provided.

6.22 Term & Option to Renew

The term of any contract(s) established under this RFP shall be for the period identified in the RFP Introduction. The City reserves the right in its sole discretion to seek an extension of the term of the contract.

6.23 Standard Contract Provision Requirements

Please carefully review the information contained in the Attachment 6 – City Contracting Requirements Checklist & Compliance Forms including the Standard Provisions for City Contracts. Compliance with these requirements and submission of necessary forms is mandatory at the time of submission of a proposal, before awarding the contract, or both. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided. These requirements will be discussed in detail at the Pre-Proposal Conference.

6.24 Governing Law

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the RFP and the resultant agreement/contract, must comply with all applicable laws of the United States of America, the State of California and the City.

6.25 Periodic Independent Audit

The City reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the Contractor is conducting City business within generally accepted industry standard practices. Each Contractor will be required to cooperate fully with any external audit.

6.26 Financial Audit

Contractors providing services to the City will be responsible for the verification of the legitimacy of payments made to service providers. The City therefore reserves the right for staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

6.27 Records Retention

All contractors are required to participate in data collection and to submit reports required by the program. Projects are required to keep accurate records to document progress in achieving objectives.

All contractors must maintain records that support all contract expenditures and program income reporting in accordance with City record retention requirements. All such records are subject to review, monitoring, and audit. Any failure on the Contractor's part to fully comply with federal, State or City program income requirements will result in disallowed costs and repayment of any amounts directly related to the violation. These records and documents must be retained within the County of Los Angeles for a period of five years after termination of any agreement and after final disposition of all pending matters.

6.28 Commitment to Carry Out Contractor Responsibilities

By submitting a proposal, proposers are:

1. Making a commitment to carry out all Contractor responsibilities, comply with all requirements, and give the City timely access to all necessary documents, staff and participants;
2. Certifying that they possess the skill, knowledge, and expertise to successfully plan and operate a program as described in the RFP; and

3. Certifying that they possess the organizational structure, facilities, equipment, and experienced and qualified staff necessary for successfully managing their proposed projects, fully utilizing all funds in the contract, and maintaining timely and accurate documentation and reporting practices.

6.29 City Attorney Contract Approval

The proposer to whom the contract is awarded will be required to enter into a written contract with the City in a form approved by the City Attorney. The RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract; however, the City reserves the right to further negotiate the terms and conditions of the contract with the selected proposer.

6.30 Contractor Non-Performance

If a Contractor is unable to provide services as proposed; or otherwise is not able to perform according to the contract, including an inability to start up the program on time, not provide services according to plan, submitting late or inaccurate fiscal documents to the City, not resolving performance problems in a timely manner, the City reserves the right, at its discretion, to take any of the following actions:

1. Notify the Contractor of program deficiencies and require that a corrective action plan be implemented;
2. Require specific performance progress reports for specific time periods;
3. Withhold funds;
4. Change the general scope of the agreement;
5. Place the operator on probation;
6. Suspend operation of the agreement; or
7. Terminate the agreement.

6.31 Breach of Contract

In the event a Contractor does not provide services during the contract period as specified in the Contractor’s proposal, and as negotiated by the City, the Contractor will be considered in breach of contract, and the City reserves the right to pursue all remedies it deems appropriate, including the right to apply criteria of reasonable and necessary costs, to renegotiate the unit price paid to the Contractor, and to retroactively change the unit price through a contract amendment. The City will determine the criteria for reasonable and necessary costs.

The Contractor must conduct or have conducted on an annual basis audits in accordance with the Single Audit Act of 1984 as amended in 1996, P.L. 98-502, 2 CFR Part 200, and City Council action dated February 4, 1987, C.F. No.84-2259-S1, and any administrative regulations or field memos implementing the Act.

6.32 Contractor Evaluation Ordinance

At the end of the contract, the City will conduct an evaluation of the Contractor’s performance. The City may also conduct evaluations of the Contractor’s performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of work product or service performed the timeliness of performance, the Contractor’s compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the contract. A copy of the Contractor Evaluation Form is available upon request. The Contractor will be provided with a copy of the final City

evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other contracts.

6.33 Conflict of Interest

Prior to final execution of a contract, the Contractor must covenant, pursuant to EWDD’s “Policy on Conflict of Interest,” that none of its directors, officers, employees, or agents will participate in selecting or administering any subcontract related to the contract, 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. See Appendix A for more details on conflict of interest.

6.34 Proposer Background Information

Proposers must submit contact information as requested in Proposer Information Form found in Attachment 3.