



*Los Angeles
World Airports*

REQUEST FOR PROPOSALS

SECURITY SYSTEMS CONSULTANT

AT

LOS ANGELES WORLD AIRPORTS

January 9, 2009

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I. PROPOSAL

The City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA) has initiated projects to upgrade its security systems including Access Control, Badging/Credentialing, Closed Circuit Television and Voice Radio Communications to optimize compliance with the Code of Federal Regulations (CFR) governing aviation security under CFR part 49 subpart 1542 and to meet LAWA's expanding operational needs. LAWA is soliciting written proposals from qualified, professional consulting firms with relevant airport experience to retain support services of a security system subject matter expert(s) and a project/program manager.

The professional consulting firm(s) will be referred to herein as the Security Consultant. The Security Consultant shall be required to commit, for the duration of the contract, on site personnel on an as needed basis. The Security Consultant will be part of an integrated, co-located team consisting of LAWA staff and consultants. The Security Consultant staff shall directly report and be responsible to the LAWA IMTG Public Safety and Security Systems Program Manager. During the course of the project staffing requirements are anticipated in the following broad categories:

Subject Matter Expertise - Airport Security Systems
Subject Matter Expertise - Airport Security Operations
Project Management

The staffing levels of the Security Consultant will change based on program schedule and needs.

Each proposal shall be evaluated and ranked based on criteria, as set forth in Section IX of this document, Selection Criteria.

II. BACKGROUND

The goal of this RFP is to select a Security Consultant with relevant experience and skill set to support LAWA's goal to modernize and upgrade its security system technologies that include but are not limited to the following:

- Access Control Systems (ACS) - Badging/Credentialing
- Closed Circuit Television (CCTV) & Video Surveillance
- Voice Radio Communications Systems
- Other Public Safety and Security Systems

A. Access Control Systems

Access Control and Alarm Monitoring System (ACAMS) was implemented at LAX to comply with CFR part 49 subpart 1542. Two systems are installed at LAX to provide support for access control at LAX: American Magnetics (AMAG) and the GE Security (GE). AMAG system provides access control to the Security Posts at the LAX perimeter. The GE system provides access control to the airport terminal facilities, administrative facilities, turnstiles, and some airfield facilities. It currently controls and monitors over 1000 doors. The

GE system has a network link to the Computer Aided Dispatch (CAD) system for alarm reporting of 1542.207 doors leading from Public to the Secure Areas. It is also linked to the B2K badging and credentialing system.

The B2k badging and credentialing system grants access and supports the Security Badging Office administrative and the credentialing process from managing the application for badges to the issuance of badges. This system is nine years old and has been augmented over time to meet new federal regulations and TSA mandates. The B2k system currently supports a database of approximately 42,000 active badge holders.

B. Closed Circuit Television/Video Surveillance

The major Closed Circuit Television Systems at LAWA include the Video Network (VNET) and the Airport Operations Video Surveillance System (AOVS). Both of these are analog systems comprising of analog video capture and video storage.

1. VNET

The VNET CCTV system is used by Airport Police and monitors the operation around the Central Terminal Area (CTA); passenger Security Screening Checkpoint (SSCP) areas at all terminals; at terminal entrances, exits; and at the toll booths at all parking lots and parking structures; and at various Administration Buildings. The system consists of approximately 700 closed circuit television cameras and 160 analog time-lapse video recorders recording activities in all locations 24 hours a day, 365 days a year.

The VNET system is a multifunctional system that integrates the cameras with intercom, ring down phone and alarm systems. This integration provides features and functions such as event triggered recording, automatic alarm notification, long term video recording to designated camera feeds and automatic incident reporting to the Computer Aided Dispatch (CAD).

2. AOVS

The AOVS includes the following CCTV Systems:

- The Airfield Operations Area (AOA) system
- The Traffic Operation Center (TOC) system
- The Facilities system
- Other CCTV systems

The AOA CCTV System provides coverage of the airfield operations area, remote airfield locations and terminal areas and consists of approximately 60 cameras. The primary monitoring and recording of this system is conducted from Airfield Operations Center and from the Terminal Operations Center.

TOC CCTV camera system consists of approximately 13 cameras located throughout the LAX Central Terminal Area (CTA). These cameras allow operators at LAX TOC and

downtown Los Angeles EOC and DOT offices to monitor movement of vehicular traffic on LAX roadways.

In an effort to provide enhanced security for the traveling public and to support the current and future security and operations needs of the real time digital video management of all CCTV video systems, the following work is planned for initiation:

1. Conversion of analog camera video streams to a digital video coding format
2. Migration from analog VHS tape-based recording of surveillance footage to digital hard disk drive-based or digital tape-based video recording.
3. Consolidation and integration of all stand-alone and disparate CCTV system platforms into a single uniform digital platform and system
4. Installation of a separate CCTV IP Network
5. Expansion of current CCTV system

The Other CCTV systems include:

1. The Van Nuys Airport (VNY) Flyaway system
2. The Ontario Airport (ONT) system

C. Digital Radio Communications System

The exiting voice radio communications system is an analog conventional radio system which does not have sufficient capacity and functionality to meet LAWA's current communications requirements. In an effort to enhance the voice radio communications and to improve radio voice interoperability capability with other public safety-allied agencies, LAWA plans to migrate to a Project 25 (P25) standards based digital radio communications system.

III. MINIMUM QUALIFICATIONS

The proposed Subject Matter Expert(s) and Project/Program Manager must have the following minimum qualifications:

1. Shall have knowledge of Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) security standards and regulations governing aviation.
2. Shall possess a minimum of five (5) years of experience in airport security technology consulting and/or design services at a Category X or I airport for the specializations identified in Section II of this document, Background.
3. The Project Manager must have a minimum of five (5) years of applied experience and performance in managing multiple concurrent projects.

IV. SCOPE OF SERVICES

The Scope of Work includes but is not limited to the following security systems at LAWA:

1. Access Control Systems (ACS)
 - a. Access Control and Monitoring System (ACAMS)

- b. Badging
- c. Credentialing
- 2. Closed Circuit Television (CCTV) & Video Surveillance
 - a. Video Analytics and Video Management
 - b. Digital Video Recording and Storage
- 3. Voice Radio Communications Systems
 - a. Digital Trunked Radio System
 - b. Analog Conventional Radio System
 - c. Transmission Systems
 - d. Licensed Frequency
- 4. Other Public Safety and Security Systems

The anticipated Scope of Services includes but is not limited to the following:

- Planning Support Services
- Design Support Services
- Project Management and Program Management Support Services

Planning Support Services

The Security Consultant will be required to follow the provisions of 49 CFR Part 15 and Part 1520 for the protection of Sensitive Security Information (SSI) and shall, as a part of the project Work Plan, submit for LAWA's approval a plan for handling and controlling SSI.

The Security Consultant shall provide support to LAWA in various planning assignments which may include, but are not restricted to, the following:

1. Prepare design studies, preliminary plans, feasibility studies, and cost estimates for any proposed projects;
2. Study existing designs to establish framework and detailed work programs;
3. Survey and collect airport data and facilities inventories;
4. Review facilities requirements and utilities planning;
5. Advise LAWA IMTG regarding applicable standard codes;
6. Render technical advisory and consulting expertise to LAWA on an as needed basis in connection with security systems and facilities.

Design Support Services

The Security Consultant shall have design support responsibilities which may include, but are not limited to, the following:

1. Develop schematic designs based upon the approved program, design and installation schedule and budget established during the Planning Phase.
2. Conduct field surveys of existing facilities affected by planned work and coordinate all projects with other planned or concurrent projects at the site.

3. Establish the conceptual design for all components of the project by means of drawings, lists of assumptions, updated programmatic criteria, preliminary design calculations, preliminary cost estimates, and project schedules.
4. Prepare, for approval by LAWA, Design Development documents consisting of drawings and other documents that describe the size and character of the entire Project.
5. Develop 60% Design Documents consisting of drawings and specifications, setting forth in detail the requirements for the system(s) to be installed. The 60% Design Documents will demonstrate agreement with the practices, policies, criteria, directives and standards that have been adopted and approved by LAWA for the project.
6. Develop 100% Design Documents satisfying all previous review comments and suitable for public bidding and implementation. The Security Consultant shall perform final quality control elements such as inter-discipline coordination, peer reviews, document and calculation checking. Any work remaining at this stage should be only minor corrections to resolve any discrepancies discovered during the final review. This design submittal shall include a construction submittal schedule that lists all items by specification section that are to be submitted by the construction contractor for review and approval.
7. Develop final Design Documents (Corrected Final) to include all outstanding actions and work and all review comments.

Project Management and Program Management Support Services

The Security Consultant shall provide Project Management support services that shall include:

1. Project Controls
2. Design Management
3. Procurement Management
4. Implementation Management Support
5. Project Close-Out Support

Project Controls Support Services shall include but not be limited to:

- a. Development, maintenance and reporting of a Master Schedule;
- b. Development of different levels of cost estimates depending on the stage of the project (Rough Order Magnitude, Concept Level, etc.);
- c. Meeting coordination, developing meeting minutes and action item logs;
- d. Document Control/Management that shall at a minimum comply with federal SSI standards;
- e. Periodic program progress reporting.

Design Management Support Services shall include but not be limited to:

- f. Quality Assurance/Quality Control (QA/QC);
- g. Coordinate and manage design progress review meetings.

Procurement Support Services that shall include but not be limited to the following:

- h. Prepare/develop all required bid documents (i.e., plans, specifications, questionnaires, addenda, etc.) as directed by the LAWA Project Manager;
- i. Assist LAWA during pre-proposal meetings; preparing meeting minutes, making necessary design revisions, issuing addenda and reviewing bid proposals;
- j. Assist LAWA with Responses to proposers' questions;

- k. Produce proposal analysis and reports that shall outline proposal discrepancies and pricing differences from the engineer's estimate compared to bid/proposal estimates.

Implementation Management Support Services that shall include but not be limited to:

- l. Review and comment on shop drawings and change orders;
- m. Review, approve and analyze vendor's plan and approach to the work and its impact on airport operations;
- n. Measure, estimate and calculate quantities of work and certify estimates and vendor/installer payments;
- o. Perform and report on field testing of materials and equipment as required;
- p. Conduct periodic coordination meetings with the vendors;
- q. Prepare progress charts, construction schedules and reports as required;
- r. Identify, resolve and correct technical problems encountered during implementation;
- s. Confirm and deliver "as-built" drawings;
- t. Report promptly to LAWA any known defects or deficiency in the Contractor's work or materials.

Project Close-Out Services that shall include but not be limited to:

- u. Review of general accuracy of information submitted and certified by the vendor/installer;
- v. Preparation of electronic AutoCAD record drawings, based on information furnished including significant changes in the work made during implementation;
- w. Transmittal of record drawings and data, appropriately identified, to LAWA;
- x. During final inspection, assisting LAWA in the development of the punch-list items to be completed;
- y. Assisting LAWA with the determination of the amounts to be withheld until final inspection;
- z. Assisting LAWA with the Provisional Acceptance Inspection to verify final completion of the punch-list items and the work.

Other Services

The Security Consultant may be required to provide other services, including but not limited to programming, drafting, support in operational readiness, and provide information for and support in developing related policies, procedures and standards.

V. CONTENTS OF PROPOSAL

If your firm, venture or partnership is qualified and would like to be considered for this proposed contract, then please furnish a formal proposal on or before the specified due date. The proposal shall consist of two parts:

Part A shall include one (1) original, six (6) color copies (if the proposal is in color) and an electronic copy on CD/DVD, shall be labeled "Security Systems Consultant" and contain text, statements and documentation you believe demonstrates your technical ability, organization and experience to meet the requirements of this RFP. Part B (one (1) original, two (2) copies) shall be labeled "Security Systems Consultant Administrative Requirements

Packet” and contain the required administrative documents described in the Administrative Requirements below.

PART A

The contents of Part A shall be complete in description. Part A shall be in the format of a written report with any additional materials incorporated in the text within the designated size of the submittal noted below.

PART A, SECTIONS 1-5, SHALL CONTAIN NO MORE THAN FIFTEEN (15) SINGLE SIDED PAGES, 8 ½ inches by 11 inches, with a minimum twelve (12) point type lettering.

Resumes of key staff will not be counted toward this page limit, however, such resumes must be limited to no more than eight (8) additional pages, and must be included in a separate appendix clearly marked “Key Staff Resumes”. Text in excess of fifteen (15) pages and resumes over eight (8) pages will be discarded and the entire proposal considered nonresponsive.

Section dividers will not be counted and cannot include any text other than section identification or they will be counted as a one sided page of the submittal. If you choose to include 11x17 fan folded pages, only a maximum of two (2) such 11x17 pages can be included and each such 11x17 page will count as two (2) pages towards the fifteen (15) page limit. Submissions in full 11x17 formats will not be accepted.

Proposers must submit one (1) original document and six (6) color copies (if the proposal is in color), bound in sturdy multi-ring operable binders (to facilitate making additional copies, if needed) and one (1) electronic copy of Part A on a CD/DVD in a format compatible with Adobe Acrobat Reader 7.0.

PART B

Part B SECTION 6 shall be prepared on 8 ½ x 11 single sided paper. Proposers must submit one (1) original document and two (2) copies, bound in sturdy multi-ring operable binders (to facilitate making additional copies, if needed).

Note: Required administrative documents, Transmittal Cover Letter (two (2) pages maximum), Table of Contents, and section dividers (except as noted above) are not considered in the page count. Section dividers must not include any text other than on the tab indicating the Section.

If the proposals do not conform to these requirements, then the proposals may be deemed non-responsive and not be considered for further evaluation.

The proposal must provide sufficient information to support your ability to satisfy all of the evaluation criteria described in Section IX of this document, Selection Criteria, and, at a minimum, must include:

Transmittal Cover Letter

Each Proposer shall submit with their proposal a transmittal cover letter identifying the Proposer, the entity to be contracted with, and any sub-consultants. The Proposer may include other important general information, which is deemed significant enough to be highlighted. An authorized representative/officer of the Proposer must sign the cover letter. The Proposer's representative shall identify name, title, address, telephone number, fax number, and e-mail address and who shall serve as the main contact for this proposal. The cover letter shall not be more than two (2) pages (one-sided only).

Table of Contents

Only Sections 1-5 are considered part of the text of the proposal. Each Proposer must include a Table of Contents identifying the following sections in the proposal:

Section 1 Executive Summary
Section 2 Team Identification
Section 3 Proposed Descriptions and Methodology of Work
Section 4 Proposed Staff Members, Experience and Accomplishments
Section 5 Consulting Firm's Experience and Accomplishments
Section 6 Proposed Hourly Rates
Section 7 Administrative Requirements

Section 1 – Executive Summary

The Executive Summary must include a brief statement of how the proposer shall meet the scope requirements as set forth in Section IV, Scope of Services of this RFP document. The Proposers may present any team differentiators that make them uniquely qualified to perform the services for LAWA.

Section 2 – Team Identification

Please identify your firm and each sub-consultant by name, firm name, primary representative and title, address, telephone number, fax number, e-mail address, location of headquarters office, and location of any local offices. Indicate whether your firm is a corporation, joint venture, partnership or sole proprietor. Indicate the name(s) of the owner(s) of your firm.

Section 3 – Proposed Description and Methodology of Work

Proposers shall present a plan describing the approach and methodology for accomplishing the services described in this RFP.

Section 4 – Proposed Staff Members, Experience and Accomplishments

Key Staff: For each key staff member, provide a list of specific examples of relevant experience in related projects only. Describe each project in detail, including when it was completed, project cost, project location and the name of the owner and the owner's representative, including current telephone number, facsimile number, e-mail address and any other appropriate reference information specifically related to those projects listed.

Describe the professional qualifications, capabilities, project experience, education, training and present office location of your designated Project Manager. Provide a list of specific examples of the Project Manager's project management experience in any relevant past or on-going projects. Describe each project in detail, including when it was completed, where it is located, the names of

the owner and the owner's representative (to whom the Project Manager actually reported on a day-to-day basis), including his/her current telephone number, facsimile number, e-mail address, and any other appropriate reference information.

Identify and include the names and resumes of all key staff personnel for this project and what their background, experience, and project responsibilities will be. Indicate their present office locations and provide specific examples of appropriate project experience that qualifies them for their proposed responsibilities. Include information for three (3) references as described in the previous paragraph.

LAWA reserves the right to verify each candidate's experience and education. LAWA must be notified a minimum of fifteen (15) days in advance, before start of the project, of any change in the individuals assigned to the project. New personnel are required to submit a resume stating qualifications and experience to accomplish such project.

Section 5 – Consultant Firm's Experience and Accomplishments

Proposers must briefly describe a maximum of four (4) of the most-recent (last seven (7) years) contracts with other large airports similar to the projects described in this RFP.

Submit this information for the Proposer and each proposed team member of a partnership, joint venture, or sub-consultant. For each contract provide the following information:

1. Name of project
2. The project cost in US dollar amount
3. Firm's respective final contract fee amount
4. Firm's specific summary of scope of work, including when the planning, programming and design was completed and where it is located
5. Name, address, and telephone number of client reference
6. M/W/D/OBE requirements for the project (if any), actual M/W/D/OBE participation in the project, and Proposer's role in meeting these goals (e.g. primary Consultant, or sub-Consultant).

Section 6 – Proposed Hourly Rates

Proposer shall submit the proposed maximum hourly rates and cost structure for providing the required services. Include the mark-up structure for any services to be provided by sub-contractors.

Section 7- Administrative Requirements - Refer to Section XVI of this document, Administrative Requirements, for the contents of this packet.

Note: LAWA reserves the right to verify all submitted information, including contacting the referenced clients to perform reference check, and/or to solicit comments. All information stated in the proposal shall be factual, truthful and shall not be fabricated, embellished, extended or misrepresented in any manner. If any information stated in the proposal is found to be a misrepresentation or embellishment of past experiences, then this shall be considered as grounds for disqualification of the proposal.

VI. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Thursday, January 22, 2009 at 1:30 p.m.** in the Samuel Greenberg Board Room in the Clifton A. Moore Administration Building at Los Angeles International Airport, 1 World Way, Los Angeles, California 90045. Proposers are strongly encouraged to attend this pre-proposal conference. Please RSVP your attendance by January 16, 2009 at 4 p.m. (PST) via email to sscrfp@lawa.org.

The purpose of this conference is to present the project, the procedures, LAWA's Affirmative Action program and explain the Equal Benefits Ordinance and other City administrative requirements to the prospective Proposers regarding this RFP.

VII. QUESTIONS CONCERNING PROPOSAL REQUIREMENTS

All questions or requests for clarification regarding this RFP shall be clearly presented and transmitted by e-mail to the addressee indicated below by no later than **4:00 p.m. PST on Wednesday, January 28, 2009**. Only questions to explain the information and requirements in the RFP will be answered. There will be no telephone call support.

Marine Mandoyan
Senior Communications Engineer
Los Angeles World Airports
Information Management and Technology Group
E-mail Address: sscrfp@lawa.org

All responses to questions will be posted on the City of Los Angeles Business Assistance Virtual Network (BAVN) website at www.labavn.org.

VIII. SUBMISSION OF PROPOSAL

Written responses must be prepared by form, content, and sequence as set forth in this document. Once submitted, proposals, including the composition of the team, sub consultants, or members of a joint venture or partnership, cannot be altered without prior written consent of LAWA. Proposers should use the following as a checklist to ensure that all requirements are met.

1. Part A, as described herein above, and Part B, as described herein, **must be received by LAWA on or before, but no later than, 4:00 p.m. PST on Thursday, February 19, 2009.** Any proposals received after this time will not be considered by LAWA.
2. The original proposal, copies and the CD/DVD shall be enclosed in a single sealed package, with the name and address of the Proposer in the upper left corner, and marked "Security Systems Consultant"
3. All necessary forms and statements for the various miscellaneous provisions explained in this document must be completed, properly signed, and included with the proposal.

4. LAWA's communications with Proposers, including responses, corrections, and notices will be posted on the City of Los Angeles, Business Assistance Virtual Network (BAVN) website (www.labavn.org) and the Los Angeles World Airports website.
5. No documents will be accepted after the time stipulated. However, the City reserves the right to request, receive, and evaluate supplemental information after the above time and date at its sole discretion.
6. Your written submittal shall be addressed to and received by the following:

Marine Mandoyan
Senior Communications Engineer
City of Los Angeles
Department of Airports
Information Management & Technology Group
7303 World Way West, 1st Floor
Los Angeles, CA 90045

IX. SELECTION CRITERIA

All proposals deemed timely and responsive will be reviewed, evaluated and a short list of the most qualified Proposer(s) will be developed. An evaluation panel consisting of a committee of LAWA staff members will interview the qualified Proposer(s) on the short list.

After the completion of the interview process, LAWA will rank the short listed Proposers and negotiate a contract with the highest ranked, qualified Proposer. If a contract for any reason cannot be successfully negotiated with the first ranked firm, LAWA may choose to negotiate with the next most qualified firm. The final terms and conditions will be determined during contract negotiations following the selection process. Upon satisfactory negotiation, LAWA Management will return to the BOAC with a recommendation to award the contract. No contract is final and binding on LAWA until approved by BOAC.

The Proposer(s) selected to be interviewed will be notified in writing at least five (5) calendar days prior to the scheduled interviews. The Proposer(s) may be subsequently re-interviewed for final evaluation.

The execution of a contract with LAWA does not guarantee the assignment of work or payment of the not to exceed contract amount. Work shall be assigned to the Security Consultant on an as-needed basis as identified by LAWA, via Notice to Proceed and/or Purchase Order.

Evaluation factors to be considered include:

1. Demonstrated experience, capabilities and resources of the proposed project team described in Section III, Minimum Qualifications and Section IV, Scope of Services. (25 points);

2. Quality and the hourly rates of the proposed project personnel, as supported by resumes, licenses, certifications and references. (45 points);
3. Understanding of project requirements and proposed approach, as demonstrated in the proposal. (30 points);

Total maximum: 100 points

X. RIGHT OF REJECTION

LAWA reserves the right to reject any and/or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP prior to proposal submission, to proceed to do the work otherwise, withdraw this RFP, not award the contract, or not award a portion of the contract at any time. Revisions to the RFP, if any, may be mailed to all potential proposers who were mailed the RFP. The receipt of proposals shall NOT, in any way, obligate the BOAC, Los Angeles World Airports, or the City of Los Angeles to enter into a consultant contract, lease or any other contract of any kind with any proposer. All submitted copies of the proposals shall become the property of the City of Los Angeles.

XI. PROTEST PROCEDURES

THE PROCEDURES AND TIME LIMITS SET FORTH IN THIS SECTION ARE MANDATORY AND ARE THE PROPOSER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF PROTEST. FAILURE TO COMPLY WITH THESE PROCEDURES MAY BE A PRESUMPTION THAT YOU HAVE WAIVED ANY RIGHT TO FURTHER PURSUE THE PROTEST, INCLUDING FILING A GOVERNMENT CODE CLAIM OR ANY LEGAL PROCEEDING.

The purpose of the following procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by City, by and through its Board of Airport Commissioners (hereinafter referred to as "BOAC"). The procedures will enable the BOAC to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

- A. A protest relative to a particular proposal, and all required copies, must be submitted in detail, in writing, signed by the protestor or by a representative of protestor, and received in the Office of the Los Angeles City Attorney, Airport Division, the Office of the BOAC and the LAWA Division responsible for issuing the RFP at the below addresses, before 5:00 p.m. on the fifth business day after issuance of a notification of the recommendation by management of LAWA to the BOAC to award the contract to a particular proposer. The protest shall contain a full and complete statement specifying, in detail, the factual grounds and legal basis of the protest. The protest shall refer to the specific portion of the Request for Bid or Request for Proposal, any submitted proposal, or other document which forms the basis for the protest. The protest must include the name, address, and telephone number of the protestor and protestor's representative.

- B. All protests must be addressed to the Office of the City Attorney, Airport Division, One World Way, Room 104, Los Angeles, California 90045 with a copy to the Secretary of the Board of Airport Commissioners at One World Way, Los Angeles, California 90045 and a copy to the Division of the Department of Airports responsible for issuing the Request for Proposals.
- C. The party filing the protest must, at the same time as delivery to the City Attorney's office and the secretary of the BOAC as set forth above, deliver a copy of the protest and any accompanying documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other proposers.
- D. The BOAC will only consider protests by any proposer(s) who appear(s) to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
- E. Only protests meeting the above criteria will be reviewed and submitted to the BOAC. Protesting and potentially affected parties will be notified of the time and date that the protest will be discussed in a public session of the BOAC. Protesting parties will be given an opportunity to present their arguments at the public session.
- F. Following the public discussion of the protest, the BOAC will issue its decision regarding the protest. If the BOAC determines that the protest was frivolous, the party originating the protest may be determined by the BOAC to be irresponsible and that party may be determined to be ineligible for future contract awards.

XII. EXPENSE, OWNERSHIP AND DISPOSITION

LAWA shall not be responsible in any manner for the costs associated with the submission of the proposals. The proposals, including all drawings, plans, photos, and narrative material, shall become the property of LAWA upon receipt by LAWA. LAWA shall have the right to copy, reproduce, publicize, or otherwise dispose of each proposal in any way that LAWA selects. LAWA shall be free to use as its own, without payment of any kind of liability therefore, any idea, scheme, technique, suggestion, layout, or plan received during this proposal process.

XIII. CITY HELD HARMLESS

The following is the "City Held Harmless" language that will be included in the successful proposer's contract:

- A. "To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City and any and all of City's departments, boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses, (including, but not limited to, attorney's fees and cost of litigation), claimed by anyone (including Consultant and/or Consultant's agents or employees) by reason of injury to, or death of, any person(s), or for damage to, or destruction of, any property (including property of Consultant) or for

any and all other losses alleged to arise out of, pertain to, or relate to the Consultant's performance of the contract, whether or not contributed to by any act or omission of City, or of any of City's departments, boards, officers, agents or employees; provided, however, this paragraph shall not be construed as to require Consultant to defend, indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, liabilities, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence; provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the contract.

- B. In addition, Consultant agrees to protect, defend, indemnify, keep and hold harmless City and any and all of City's departments, boards, officers, agents, employees, assigns and successors in interest from and against any and all claims, damages, liabilities, losses and expense arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Consultant violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Consultant agrees to, and shall, pay all damages, settlements, expenses and costs, including cost of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City and any and all of City's departments, boards, officers, agents, employees, assigns and successors in interest arising out of, or relating to, the matters set forth above in this paragraph of the City's Hold Harmless agreement."

XIV. ATTORNEY FEES

If City shall be made a party to any litigation commenced by or against proposer arising out of proposer's operations and as a result of which proposer is held liable, in whole or in part, by settlement, adjudication, or otherwise, then proposer shall pay all costs and reasonable attorney fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

XV. ADDITIONAL LAWA REQUIREMENTS

A. Nondisclosure

1. The contractor, in the interaction or relationship with LAWA Information Management and Technology Group (IMTG), whether by contract or otherwise, will have access to information that is proprietary and confidential. This information is protected by applicable laws regarding secrecy of communications and trade secrets, and shall remain the exclusive property of LAWA IMTG.
2. The Contractor agrees that unless otherwise specified in writing by the Manager of IMTG, the Contractor, including the Contractor's employees, agents, sub-contractors, and any other entities related to the Contractor for the purpose of

interacting with IMTG, shall comply with the following:

- a. The Contractor shall consider information proprietary and confidential and shall keep information as such;
 - b. The Contractor shall not disclose or permit disclosure of any information to any third party or any other employer of the Contractor, including other City of Los Angeles and Los Angeles World Airports entities;
 - c. The Contractor shall limit access to information to a need-to-know basis in completing contract obligations with LAWA;
 - d. The Contractor shall not cause or permit anyone to copy, publish, or disclose information to others, including other City of Los Angeles and Los Angeles World Airports employees not directly involved with this project;
 - e. The Contractor shall use the information only for purposes of rendering services under contract with LAWA IMTG.
3. Contractor's non-compliance with the provisions specified herein is grounds for contract termination for cause.

B. Invoice Instructions

1. All invoices for LAX Airport services must be mailed to:

Los Angeles World Airports
Attention: Accounts Payable
PO Box 92882
Los Angeles, CA 90009
2. All invoices must have the Purchase Order numbers provided by the entity ordering/receiving the material or service. Airport and Division name (e.g. Police, Finance, Information Technology Division, etc.) must also be provided as part of ordering requirements. Invoices without Division names may delay the payment process due to incomplete information.
3. All invoices with incorrect or missing Purchase Order numbers will be returned to the vendor. LAWA's Purchase Order numbers are ten-digit numbers that begin with '45'.
4. The invoice prices, descriptions and quantities must agree with the Purchase Order line items.
5. Timesheets (hours worked per day for each individual) must be provided.
6. Ten percent of the contract price will be withheld until final completion and approval of each project.

C. Marketing References

The successful Contractor shall be prohibited from making any reference to the Airport in any literature, promotional material, brochures or sales presentations without the express written prior consent of LAWA.

XVI. ADMINISTRATIVE REQUIREMENTS

- All Contractors must include, as an attachment to the Proposal, the original documents indicating compliance with the attached “Administrative Requirements”. Please compile all administrative documents into one binder, clearly labeled “Administrative Requirements” and submit with the proposal.

Administrative Requirements

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included as the final section is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposers to prepare an Administrative Requirements Packet which must be submitted with your bid/proposal. **This Packet should be bound separately from other parts of your bid/proposal and clearly labeled “Administrative Requirements Packet”.** Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Contract Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (310) 417-6495
Fax: (310) 646-9620
E-mail: ProcurementRequirements@lawa.org
Internet: www.lawa.org

1. AFFIDAVIT OF NON-COLLUSION

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached “Affidavit to Accompany Proposals or Bids” with the bid/proposal. If the Bidder/Proposer is a corporation, the affidavit must be signed by two authorized officers of the corporation.

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachment:

- Affidavit to Accompany Proposals or Bids

2. AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.13, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services in the amount \$1,000 or more to comply with the non-discrimination and Affirmative Action provisions of the laws of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the nondiscrimination clause and designate an Equal Employment Opportunity Officer and certify the same by signing and submitting the attached Certificate. In addition, for construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, Bidders/Proposers are required to complete the attached Total Composition of Work Force and submit one of the following plans at the time of bid/proposal submittal: the Consultant's own Affirmative Action Plan or an executed copy of the Los Angeles City Affirmative Action Plan, a copy of which is attached. Subcontractors will be required to submit the same to the prime contractor prior to commencing work.

Attachments:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Certificate
- Total Composition of Work Force
- Equal Employment Practices Provisions
- Affirmative Action Program Provisions
- Los Angeles Affirmative Action Plan

For further information regarding this requirement please contact:

Bureau of Contract Administration
Office of Contract Compliance, EEO Enforcement Section
1149 S. Broadway St., Suite 300
Los Angeles, CA 90015
Phone: (213) 847-1922
Fax: (213) 847-2777
Web: <http://bca.lacity.org>

3. ASSIGNMENT OF ANTI-TRUST CLAIMS

Pursuant to California Government Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA the Bidder/Proposer offers and agrees to assign to LAWA all rights, title, and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services, or materials. The assignment is made and becomes effective at the time LAWA tenders final payment to the contractor.

Attachment:

- Assignment of Anti-Trust Language

4. BID/PROPOSAL BOND

Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.

If submitting a bond, Bidder/Proposers are encouraged to use the attached Bid Bond form. If another bond is used, Bidders/Proposers are hereby advised that only a bond guaranteeing to the City the full 10% sum thereof, regardless of the City's actual damages should the bidder fail to enter into the contract and furnish the required bonds, will be acceptable.

Failure to include a Bid/Proposal Bond and the attached instruction sheet with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachments:

- Instructions for Bid/Proposal Bond Form
- Bid Bond

5. BUSINESS TAX REGISTRATION CERTIFICATE

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax.

Businesses, including vendors, owing tax are issued a Business Tax Registration Certificate (BTRC) number. In some cases where businesses are not required to pay a business tax, a Vendor Registration Number (VRN) is issued. Non-profit organizations may apply for an exempt tax registration certificate. In order to be paid under contract with the City, a BTRC or VRN or Exempt number must be provided to the Controller's Office.

Successful Bidders/Proposers and their subcontractors must provide LAWA with a BTRC or VRN, along with the effective date of the number prior to commencing work on the contract. However, if a BTRC or VRN has already been issued, you may submit the attached "Business Tax Registration Certificate Number or Business Tax Exemption Number Form" with the bid/proposal. To obtain a BTRC, VRN, or Exempt number, please apply with the Office of Finance.

Additional information regarding this requirement may be obtained at:

Office of Finance
Tax & Permit Division
200 N. Spring St., Room 101
Los Angeles, CA 90012
Phone: (213) 473-5901
Web: <http://www.lacity.org/finance/>

Attachment:

- Business Tax Registration Certificate Number or Business Tax Exemption Number Form

6. CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10 et seq., contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

Bidders/Proposers are required to complete and submit the attached "Certification of Compliance with Child Support Obligations" form with the bid/proposal. Subcontractors will be required to submit the same to the prime contractor prior to commencing work.

Failure to include a Certification of Compliance with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachments:

- Child Support Obligations Provisions
- Certification of Compliance with Child Support Obligations

For additional information please contact:

Child Support Services Department
Los Angeles County
5770 South Eastern Avenue
Commerce, CA. 90040-2924
(323) 890-9800
<http://cssd.lacounty.gov>

7. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor

Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

The following supplementary information is available at www.lawa.org.

- Contractor Responsibility Program Frequently Asked Questions
- CRP Rules and Regulations

8. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), Contractor agrees to comply with the applicable provisions of EBO Section 10.8.2.1 of the Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by City, including Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration.

As used above, the term "*Non-ERISA Benefits*" (*ERISA - The Employee Retirement Income Security Act of 1974*) shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension benefit plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA.

Required EBO forms and instructions will be provided at a later time to the selected bidder/proposer or can be found at: <http://www.lawa.org/welcomeLAWA.cfm?id=658>. The selected bidder/proposer must complete and return the EBO Compliance Form, along with any supporting documentation, to LAWA for approval. If the selected bidder/proposer does not currently offer equal benefits to employees with spouses and employees with domestic partners, the selected bidder/proposer must select from one of the following:

- (1) Request additional time to comply with the EBO (complete Provisional Compliance form)
- (2) Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent (complete Reasonable Measures form)
- (3) Comply on a Contract-by-Contract Basis.

The selected bidder/proposer must submit the required forms and documentation within five (5) working days upon receipt of selection notification. Should the selected bidder/proposer fail to submit the required forms and documentation within the time allowed, LAWA maintains the option to withdraw the award and select the next responsive bidder/proposer.

The selected bidder/proposer must be determined to be in compliance with the EBO before a contract with LAWA may be executed.

For additional information regarding the EBO, as well as forms, ordinances, please contact Contract Services at (310) 417-6495 or Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922 or visit our website at <http://www.lawa.org/welcomeLAWA.cfm?id=658>

9. FIRST SOURCE HIRING PROGRAM

Pursuant to Resolution No. 22674 adopted by Board of Airport Commissioners on April 18, 2005, any contract awarded July 1, 2005 and thereafter shall be subject to the applicable provisions of the First Source Hiring Program (FSHP) for LAX airport jobs. This program will provide early access to targeted applicants for available LAX airport jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants.

All Contractors, Lessees, Licensees, and Construction Contractors with non-trade jobs, with new, amended, or renewed contracts will be required to participate in this program. As such, the FSHP will be incorporated as a material term of all LAX airport contracts, lease agreements and licensing or permitting agreements.

Failure to comply with this contract provision may result in liquidated damages of \$1,000.00.

Additional information regarding First Source Hiring Program is available at <http://www.lawa.org/welcomeLAWA.cfm?id=626> or you can contact Contract Services Division at (310) 417-6495.

10. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to commencing work, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer and their subcontractors must provide acceptable evidence of insurance as explained in the attachments prior to commencing work on the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language

The following supplementary information is available at www.lawa.org.

- Guidance for Submitting Evidence of Insurance
- Workers' Compensation Special Endorsement
- Automobile Liability Special Endorsement
- Aviation/Airport/Aircraft Liability Special Endorsement
- General Liability Special Endorsement
- Professional Liability Special Endorsement
- Frequently Asked Questions

11. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

Pursuant to City of Los Angeles Resolution No. 56 (Council File #98-1331) adopted by Los Angeles City Council on July 21, 1998, Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

Accordingly, Bidders/Proposers are required to use the attached "Current and Prior City of Los Angeles Contracts" form with the bid/proposal.

Attachment:

- Current and Prior City of Los Angeles Contracts

12. LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements are as follows: (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

Compliance with the LWO does not require any form to be submitted, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions, they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of

Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015, phone: (213) 847-1922, and fax: (213) 847-2777.

Attachments:

- Living Wage Ordinance Statutory Exemptions
- Living Wage Ordinance Application for Non-Coverage or Exemption
- Non-Profit/One-Person Contractor Certification of Exemption from Living Wage
- Draft Contract Language

13. MUNICIPAL LOBBYING ORDINANCE

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal Lobbying Ordinance requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal may render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf
- Bidder Certification CEC Form 50

14. MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE PROGRAM

Pursuant to Executive Directive No. 2001-26 of Mayor Richard Riordan and the provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LAWA contracts. The objective of this policy is to achieve the participation of MBE/WBE/OBEs at levels comparable to their availability to provide goods

and services to Los Angeles World Airports, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

The anticipated level of participation for this project has been set at 15% M/WBE.

Failure to meet this M/WBE participation level will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, it is incumbent on the Bidder/Proposer to submit appropriate documentation to demonstrate that a “good faith effort” was made to reach out to M/WBEs. **Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.**

Attachments:

- MBE/WBE/OBE Policy Statement
- Instructions Regarding Demonstration of MBE/WBE/OBE Good Faith Efforts
- MBE/WBE/DBE Participation Form

The following supplementary information is available at www.lawa.org.

- Frequently Asked MBE/WBE/OBE Questions
- MBE/WBE/DBE Certification Application and Information

Checklist

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING WITH THEIR PROPOSAL, AS INDICATED:

1. AFFIDAVIT OF NON-COLLUSION

- ☐ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☐ Is the Affidavit notarized?
- ☐ Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

2. AFFIRMATIVE ACTION

- ☐ Is the non-discrimination certificate (A-1) completed and signed?
- ☐ Is the non-discrimination certificate enclosed in the Packet?
- ☐ Is the ethnic composition worksheet (A-2) completed?
- ☐ Is the ethnic composition worksheet enclosed in the Packet?
- ☐ Is a copy of the City's Affirmative Action Plan (A-6 to A-7) signed and enclosed in the Packet?
- or**
- ☐ If the company has an Affirmative Action Plan, is a copy of said plan enclosed in the Packet?

3. BID/PROPOSAL BOND

- ☐ Is the "Instructions for Bid/Proposal Bond Form" completed?

Select A, B, or C, as applicable:

A. Certified Check

- ☐ Is the amount of the certified check at least 10% of the total amount of the bid/proposal?
- ☐ Is the certified check attached to the Instructions form and enclosed in the Packet?

B. Cashier's Check

- ☐ Is the amount of the cashier's check at least 10% of the total amount of your bid/proposal?
- ☐ Is the cashier's check attached to the Instructions form and enclosed in the Packet?

C. Surety Bond

- ☐ Is the amount of the bond at least 10% of the total bid/proposal?

- ☐ Is the bond completed and signed by the surety?
- ☐ If a corporation, is the corporate seal affixed to the bond?
- ☐ Is the surety bond attached to the Instructions form and enclosed in the Packet?

Failure to include a Bid/Proposal Bond and Instructions with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

4. CHILD SUPPORT OBLIGATIONS

- ☐ Is the required "Certification of Compliance with Child Support Obligations" completed and signed?
- ☐ Is the Certification enclosed in the Packet?

Failure to include a Certification of Compliance with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

5. CONTRACTOR RESPONSIBILITY PROGRAM

- ☐ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☐ Is the Questionnaire enclosed in the Packet?
- ☐ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☐ Is the Pledge of Compliance enclosed in the Packet?

6. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

- ☐ Is the "Current and Prior City of Los Angeles Contracts" form completed?
- ☐ Is this form enclosed in the Packet?

7. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinances:

- ☐ Is the "Bidder/Contractor Application for Non-Coverage or Exemption" form completed and signed?
- ☐ Is the Exemption form enclosed in the Packet?

8. MUNICIPAL LOBBYING ORDINANCE

- ☐ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☐ Is the Certification enclosed in the Packet?

9. MINORITY, WOMEN, AND OTHER / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – Good Faith Effort Documentation (GFE) (Upon Notification by the Department)

- ☐ Is the “MBE/WBE/DBE Participation Form” completed and enclosed in the GFE Packet?
- ☐ Is the pre-bid meeting sign-in sheet enclosed in the GFE Packet?
- ☐ Is a copy of the advertisement for sub-bids and proof of publication enclosed in the GFE Packet?
- ☐ Are copies of the letters sent to MBEs, WBEs, DBEs and OBEs indicating work items to be performed enclosed in the GFE Packet?
- ☐ Are copies of the appropriate telephone logs enclosed in the GFE Packet?
- ☐ Are copies of the letters sent to recruitment organizations enclosed in the GFE Packet?
- ☐ Are all bids, quotes, or qualifications received for the project enclosed in the GFE Packet?
- ☐ Is a summary sheet listing bids received and the subcontractor selected for that work area enclosed in the GFE Packet?

Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.

IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO COMMENCING WORK:

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance

Subcontractors are required to submit to prime contractors, who then must submit to LAWA the subcontractors’ forms pertaining to the following requirements:

- Affirmative Action
- Business Tax Registration Certificate
- Child Support Obligations
- Contractor Responsibility Program Pledge of Compliance
- Insurance
- Living Wage Ordinance

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

)

) ss.:

COUNTY OF _____

)

_____ being first duly sworn, deposes and says:
 (Type or print name)

that he or she is the _____ of
 (Type or print title)

_____, who submits herewith
 (Type or print name of company/firm)

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name: _____

Title: _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by
 _____, proved to me on the basis of satisfactory evidence to be the person(s)
 who appeared before me.

Notary Public

(Notarial Seal)

WARNING: Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.

Affirmative Action

DATE _____

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor _____ Project Title _____ Length of Contract _____

Contractor Address _____ Work Force as of (Date) _____ (If you have no employees, write "no employee at this time.")

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

FOR CONSTRUCTION PROJECTS

(L.A. County Only)

	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
CRAFT	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
Brick Layers																							
Carpenters																							
Electricians																							
Gunit Workers																							
Iron Worker																							
Laborers																							
Operator Engineers																							
Painters																							
Pipe Trades																							
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
OCCUPATION	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official &Managers																
Professionals																
Technicians																
Sales Workers																
Office / Clerical																
Semi-Skilled																
Laborers (Unskilled)																
Service Workers																
TOTAL																

Employment statistics were obtained from:

Available Records Visual Check Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation.
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.**1. Construction Contracts Included.**

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.**c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.****d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.****e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.**

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
 14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

DATE

OFFICER'S SIGNATURES

FIRM NAME

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Assignment of Anti-Trust Claims

ASSIGNMENT OF ANTITRUST CLAIMS

Contractor understands and agrees that this Contract is subject to California Government Code Sections 4550 et seq. which provide as follows:

CHAPTER 11. ANTITRUST CLAIMS

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of good, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. Reimbursement of assignor where awarding or purchasing body recovers for action assigned.

If an awarding body or public purchasing body receives either through judgement or settlement, a monetary recovery for cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement of actual legal costs incurred and may, upon demand, recover from the public body and portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Reassignment of action; Conditions

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

Bid Bond

INSTRUCTIONS FOR BID/PROPOSAL BOND FORM

(Return completed and attached to bond or check)

1. **General Information**

In order for your bid/proposal bond or deposit to be acceptable to the City of Los Angeles, Department of Airports, every bidder/proposer must comply with Los Angeles City Charter Section 371 (d), and Los Angeles Administrative Code Division 10; Chapter 1; Article 2; Section 10.15(d), which requires that the bid/proposal be accompanied by one of the following (please check whichever you are using):

- ☐ (a) Certified check issued by a bank in the City of Los Angeles
- ☐ (b) Cashier's check issued by a bank
- ☐ (c) Surety bond by corporate surety company ("bid/proposal bond")
If a surety bond is used, please read and complete #3 carefully.

2. **Amount**

The amount of the bid/proposal bond or deposit shall be in the amount of "not less than ten percent (10%) of the aggregate sum of the bid" [Los Angeles Administrative Code (Section 10.15 (d))], unless the Instructions to Bidders/Proposers expressly states a fixed sum in a different amount.

3. **Bid/Proposal Bond Execution**

The following steps must be completed when submitting a bid/proposal bond. Please note that **personal sureties are not acceptable. YOU ARE REQUIRED TO USE THE BOND FORM ATTACHED TO THESE INSTRUCTIONS.** To make certain your bid is deemed responsive, please check each step as completed:

REQUIREMENTS FOR THE BIDDER/PROPOSER

- ☐ Bidder/Proposer **must** sign the bid/proposal bond form.
- ☐ The signature of the bidder/proposer **must** be notarized.
- ☐ If the bidder/proposer is a corporation, the corporate seal **must** be affixed to the bond.
- ☐ If the bidder is a partnership, there **must** be two notarized partnership signatures on the bond form.

REQUIREMENT FOR THE SURETY BONDING COMPANY

- ☐ The corporate seal of the surety **must** be affixed to the bond.
- ☐ The Attorney-in-Fact for the surety bonding company **must** sign the surety bond.
- ☐ The signature from the Attorney-in-Fact **must** be notarized.
- ☐ A Power of Attorney from the surety company **must** be affixed to the bond.

The bond, unless otherwise stated in the Instructions to Bidders/Proposer,
MUST BE ON THE FORM ATTACHED TO THESE INSTRUCTIONS.

4. **BOND FORM:** (Please check each box)

☐

THE BID/PROPOSAL BOND FORM MUST BE THE ATTACHED FORFEITURE BOND, NOT A “DAMAGES ONLY” BOND.

☐

IF YOUR COMPANY USES A NON-CITY BID BOND FORM (SUCH AS THE “AIA BID BOND FORM”) WHICH PROVIDES FOR “DAMAGES ONLY”, **IT WILL BE REJECTED.**

☐

THE CITY REQUIRES THAT BIDDERS/PROPOSERS USE THE ATTACHED BID/PROPOSAL BOND FORM.

☐

BY SIGNING THE CITY BOND FORM, THE SURETY AGREES TO PAY 10% OF THE BID/PROPOSAL AMOUNT TO THE CITY, OR SUCH OTHER AMOUNT THAT CITY REQUIRES IN THE NOTICE INVITING BIDS/PROPOSALS, UPON THE BIDDER’S/PROPOSER’S FAILURE TO ENTER INTO THE CONTRACT, AND/OR, FAILURE TO PROVIDE AND EXECUTE SUCH OTHER BONDS AS ARE SPECIFIED IN THE NOTICE INVITING BIDS OR PROPOSALS.

This form **must** be submitted with your bid/proposal or deposit.

BID BOND
(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____
as Principal, and _____, authorized
and licensed to transact business in the State of California, as Surety, do hereby acknowledge
ourselves to be held and obligated as joint Obligor to the CITY OF LOS ANGELES,
DEPARTMENT OF AIRPORTS, as Obligee, in the sum of **ten percent (10%)** of the aggregate
amount bid by the principal. Said Principal and Surety do hereby bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally by this bond.

WHEREAS, said Principal is about to submit to the Executive Director of the Department
of Airports of the city of Los Angeles the foregoing bid or proposal for performance of the work
therein mentioned, which includes the furnishing of all materials in compliance with the
specifications and plans, if any, under the Notice Inviting Bids/Proposals from said Executive
Director.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to
to said Principal by the Board of Airport Commissioners and if said Principal fails or neglects to
enter into a contract and/or to execute the required bonds in connection with the contract within
thirty (30) days after the contract is awarded to said Principal, then, the above-named Obligor
shall pay to said Obligee the aforementioned sum of **ten percent (10%)** of the aggregate
amount bid, as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same,
their legal representatives, successors, and assigns.

EXECUTED this _____ day of _____, 200_____.

(CORP. SEAL)

PRINCIPAL
By _____
Signature/Title

By _____
Signature/Title

(CORP. SEAL)
Notary

SURETY
By _____
Attorney-in-Fact

**NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO
THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE
SURETY.**

Business Tax Registration Certificate

BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name: _____

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER								FUND		CLASS		

New format:

ACCOUNT NUMBER														FUND		CLASS		

State effective dates here: _____ to _____

If you have an application pending in the Department of Finance, and have not as yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

If you have received an exemption from the Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

--	--	--	--	--	--	--	--	--

Explanation:

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State And Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully Comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns and interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the Contractor(s) and /or any Subcontractor(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the Contractor(s) and /or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisement for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business Address

Signature of Authorized Officer of Representative Print Name

Title Telephone Number

Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: _____

B. BIDDER/CONTRACTOR INFORMATION:

_____		_____	
Legal Name		DBA	
_____		_____	_____
Street Address	City	State	Zip
_____		_____	_____
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- ☐ An update of a prior CRP Questionnaire dated ____/____/____. **Please complete all questions and sign Attachment A.**
- ☐ A copy of the initial CRP Questionnaire dated ____/____/____. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

_____	_____	_____
Print Name, Title	Signature	Date

A. OWNERSHIP AND NAME CHANGES

1. In the past five (5) years, has your firm changed name?

☐ **Yes** ☐ **No**

If **Yes**, list on Attachment A all prior legal and D.B.A. names, addresses, and the dates when used. Explain the specific (s) reason for each name change.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ **Yes** ☐ **No**

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

C. PERFORMANCE HISTORY

7. In the past five (5) years, has your firm ever defaulted under a contract with a governmental entity or with a private individual or entity?

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. List on a separate attachment prior contracts your firm has had with any private or governmental entity over the last ten (10) years which are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

☐ Check the box if you have not had any similar contracts in the last ten (10) years.

D. COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

E. BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ **Yes**

☐ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Equal Benefits Ordinance

EQUAL BENEFITS ORDINANCE

It is the policy of the City of Los Angeles to include the following language in all Contracts:

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

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

“During the performance of a Contract with the City of Los Angeles, the CONTRACTOR/CONSULTANT will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.”

CITY OF LOS ANGELES
Los Angeles World Airports
Contract Services Division
7301 World Way West, 2nd Floor
Los Angeles, CA 90045
Phone: (310) 417-6495 - Fax: (310) 646-9620

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

- 1. Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

- a. Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.
 - b. Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
 - c. Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.
- 2. Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).

Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. **If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.**

- 3. Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
- 4. The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. **Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.**

CITY OF LOS ANGELES
 Los Angeles World Airports
 Contract Services Division
 7301 World Way West, 2nd Floor
 Los Angeles, CA 90045
 Phone: (310) 417-6495 - Fax: (310) 646-9620

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: _____ **Contact/Phone:** _____

File/Bid/Contract

Number _____

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

I am a one-person contractor, and I have no employees. ☐ Yes ☐ No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☐ Yes ☐ No

If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
- ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
- ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN/TIN

CITY OF LOS ANGELES

Los Angeles World Airports
Contract Services Division
7301 World Way West, Los Angeles, CA 90045
Phone: (310) 417-6495 - Fax: (310) 646-9620

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form LAWA/EBO-1) requires that you submit supporting documentation to the Procurement Services Division to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension/401(k) Plans: Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

PROVISIONAL COMPLIANCE

CITY OF LOS ANGELES
Los Angeles World Airports
Contract Services Division
7301 World Way West, 2nd Floor
Los Angeles, CA 90045
Phone: (310) 417-6495 - Fax: (310) 646-9620

APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE. Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance ("OCC"). (This form must be submitted with the EBO Compliance Form OCC/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

 - Date domestic partner (same and different sex) coverage will become effective.

You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.

B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. **Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.**

If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if all of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

Required Information: Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

Name of Bargaining Unit: _____ Start date: _____ End date: _____
 Name of Bargaining Unit: _____ Start date: _____ End date: _____
 Name of Bargaining Unit: _____ Start date: _____ End date: _____

2. The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

By the end of negotiations, we agree to notify the OCC of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.

Name of Signatory (Print)	Signature	Title	Date
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3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the OCC for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name of Company	Name of Signatory (Print)	Signature	Title
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REASONABLE MEASURES

CITY OF LOS ANGELES
Los Angeles World Airports
Contract Services Division
7301 World Way West, 2nd Floor
Los Angeles, CA 90045
Phone: (310) 417-6495 - Fax: (310) 646-9620

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company	EIN/TIN
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Street Address	City,	State	Zip
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Contact Person/Title	Telephone Number	Fax Number
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Before the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). **To apply, contractors must submit:**

1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

ACKNOWLEDGEMENT REGARDING APPLICATION

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this ____ day of _____, in the year _____, at _____, _____
(City) (State)

Name of Signatory (Print)	Signature	Title	Date
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Insurance

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: City of Los Angeles Department of Airports

AGREEMENT/ACTIVITY: RFP – Security Systems Consultant

TERM: One year

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

	<u>LIMITS</u>
<u>(X)</u> Workers' Compensation (Statutory)/Employer's Liability	<u>Statutory</u>
(X) Broad Form All States Endorsement	
(X) Voluntary Compensation Endorsement	
(*) Longshoremen's and Harbor Workers' Compensation Act Endorsement	
(X) Waiver of Subrogation (Specifically naming "Los Angeles World Airports" Blanket endorsements are unacceptable)	
<u>(X)</u> Automobile Liability - covering owned, non-owned & hired auto	<u>\$ 1,000,000 CSL</u>
<u>(X)</u> Aviation/Airport Liability	<u>\$ 1,000,000 CSL</u>

OR

<u>(X)</u> Commercial General Liability, including the following coverages:	<u>\$ 1,000,000 CSL</u>
(X) Premises and Operations	
(X) Contractual (Blanket/Schedule)	
(X) Independent Contractors	
(X) Products /Completed Operations	
(X) Broad Form Property Damage	
(X) Personal Injury	
(X) Explosion, Collapse & Underground (required when work involves digging, excavation, grading or use of explosive materials.)	
(X) Additional Insured Endorsement (Specifically naming "Los Angeles World Airports" Blanket endorsements are unacceptable)	
<u>(X)</u> Professional Liability	<u>\$1,000,000</u>

<u>**</u> Coverage for Hazardous Substances	Sudden Occurrence	<u>\$ **</u>
	Non-sudden Occurrence	<u>\$ **</u>

Comments: * if exposure exists, coverage is required.
 ** Must meet Federal and/or State requirements.

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.

INSURANCE COMPANIES WHICH DO NOT HAVE A BEST RATING OF B OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY THE EXECUTIVE DIRECTOR.

PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE

Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director of the Department of Airport (hereinafter referred to as "Executive Director") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City prior to Contractor occupying the premises hereunder. They shall contain the applicable policy number, the inclusive dates of

Insurance Rev. 8/01

policy coverages and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to

cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Executive Director, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

City Held Harmless

Except for the sole negligence of City, Contractor undertakes and agrees to defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage of or destruction to any property of either party hereto or of third persons, in any manner arising by reasons of or incident to the performance of this Agreement on the part of Contractor, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents, or employees.

Hazardous and Other Regulated Substances

(a) Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, leak, discharge or improper storage on the premises or contamination of same by any person, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor or its employees, servants, agents, contractors or subcontractors which affects other property of City or its tenants' property, Contractor agrees to make or cause to be made any necessary corrective actions to clean up and remove any spill, leakage or contamination to the satisfaction of Executive Director. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall

indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) If Contractor installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Consent, to remove and/or clean up, at the sole option of Executive Director, the above-referred to improvements. Said removal and/or clean-up shall be at Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as with the reasonable directions of Executive Director.

(d) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(e) This Section and the obligation therein shall survive the expiration or earlier termination of this Consent to Agreement.

List of Other City of Los Angeles Contracts

Current and Prior City of Los Angeles Contracts

Pursuant to City of Los Angeles Resolution No. 56, adopted July 21, 1998, Consultant shall submit a list entitled “Current and Prior City of Los Angeles Contracts”, which shall state all City contracts held by the Consultant within the last ten (10) years.

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount

Living Wage Ordinance

LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements are as follows: (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

Compliance with the LWO does not require any form to be submitted, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions, they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015, phone: (213) 847-1922, and fax: (213) 847-2777.

Attachments:

- Living Wage Ordinance Statutory Exemptions
- Living Wage Ordinance Application for Non-Coverage or Exemption
- Non-Profit/One-Person Contractor Certification of Exemption from Living Wage
- Draft Contract Language

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)).** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)).** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
 - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
 - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$427,488 (adjusted July 1, 2007). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
 - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO EXEMPTION APPLICATION

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor
Los Angeles, CA 90015
Phone: (213) 847-1922 – Fax: (213) 847-2777

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. **Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.**

SECTION 1: CONTRACTOR INFORMATION

Company Name: _____ Contact Person: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: _____ Contract # (if any): _____
Name of Department Contact: _____ Department Phone: _____
Contract Amount: \$ _____ Start Date: _____ End Date: _____
Purpose/ Service Provided: _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

☐ **Collective Bargaining Agreements (LAAC 10.37.12):** Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.

Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.

☐ **Occupational License (LAAC 10.37.1(f)):** Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.

Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.

☐ **Other - Cite the LWO code section:** _____

Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.

SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory	Signature	Title	Date
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Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.

FOR OCC USE ONLY

Approved / Not Approved – Reason: _____ By OCC Analyst: _____ Date: _____

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Phone: (213) 847-1922 – Fax: (213) 847-2777

NON-PROFIT/ONE-PERSON CONTRACTOR CERTIFICATION OF EXEMPTION FROM LIVING WAGE

Non-profit organizations organized under IRS Code Section 501(c)(3) and contractors with no employees may be exempted from the Living Wage Ordinance (LWO) by completing this Certification and submitting it to the Awarding Department. No approval by the Office of Contract Compliance (OCC) is necessary so long as contractors meet all of the exemption requirements. However, this Certification is valid only for the listed contractor during the performance of this contract. A new Certification will be required for each City agreement. Further, a subcontractor performing work on this contract is not exempt unless the individual subcontractor qualifies (and is approved, if necessary) for a separate exemption.

INSTRUCTIONS: Complete the information in Section 1, select an exemption basis listed in Section 2 (and provide the required information if you are 501(c)(3)), sign in Section 3, and submit it to the City department awarding the contract.

SECTION 1: CONTRACT AND CONTRACTOR INFORMATION

City Department Awarding Agreement: _____ Name of Dept. Contact: _____
Services to be Provided: _____
Contract Amount: \$ _____ Start Date: _____ End Date: _____
Contractor Name: _____ Contact Person: _____
Contractor Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: EXEMPTION BASIS (Check one of the options provided below.)

- ☐ **501(c)(3) Non-Profit Organizations (LAAC 10.37.1(g)):** A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. The exemption is valid for all employees except Child Care Workers. Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." This is read broadly so that the term would include, for example, tutors working with children 12 or under. **Provide all information requested below.**

IRS 501(c)(3) Number: _____ Attach a copy of your 501(c)(3) letter from the IRS.

Hourly wage of **lowest paid** employee in the organization: \$ _____ Lowest hourly wage multiplied by 8: \$ _____

Hourly wage of **highest paid** employee in the organization: \$ _____ Must be less than eight times the lowest paid wage.

Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? ☐ NO ☐ YES

- ☐ **One-Person Contractors (LAAC 10.37.1(f)):** Contractors that have no employees are exempt from the LWO. By checking this option and signing the Declaration Under Penalty of Perjury below, you certify that you have no employees. **If you have employees in the future, you must comply with the Ordinance.**

SECTION 3: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Name (Print) _____ Signature _____ Title _____ Date _____

Living Wage and Service Contract Worker Retention Requirements.

DRAFT Contract language

19.1. Living Wage Ordinance.

19.1.1. General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance (the "LWO") (Section 10.37, et seq., of the Code, which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the parties as Exhibit F. The LWO requires that, unless specific exemptions apply, any employees of a service contractor who render services that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the Federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with Federal law prohibiting retaliation for union organizing.

19.1.2 Living Wage Coverage Determination.

An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee is exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any re-determination

by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

19.1.3. Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the execution date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, as part of Exhibit F, contemporaneously with the execution of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

19.2. Service Contract Worker Retention Ordinance. This Contract may be subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq., of the Code), which is incorporated herein by this reference. A copy of Section 10.36 has been attached for the convenience of the parties as Exhibit G. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Code, City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

- (h) “City Financial Assistance Recipient” means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) “Public lease or license”.
- (a) Except as provided in (i)(b), “Public lease or license” means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company’s entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company’s entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

MBE, WBE and OBE Program

Policy Statement

Pursuant to Executive Directive No. 2001-26 of Mayor Richard Riordan and the provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LAWA contracts. Current and prospective contractors, subcontractors, lessees, permittees, and concessionaires shall assist LAWA in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by MBE/WBE/OBEs and to encourage the development of existing and new MBE/WBE/OBEs.

Los Angeles World Airports shall review and, where appropriate, establish levels of participation for all non-federally funded contracts, contract amendments and renewal option approvals with a value of \$50,000 or more. LAWA also will establish annual goals in accordance with City of Los Angeles and applicable United States Department of Transportation requirements for MBE/WBE participants. LAWA will develop an aggressive outreach program, consistent with and complementary to Citywide outreach efforts. Additionally, LAWA's contract awarding procedure and regular compliance monitoring will be used to insure proper and full utilization of MBE/WBEs and achievement of contract goals.

The objective of this policy is to achieve the participation of MBE/WBE/OBEs at levels comparable to their availability to provide goods and services to Los Angeles World Airports, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

Outreach Requirements

Los Angeles World Airports is committed to increasing the number of minority and woman-owned firms participating in Airport contracts. Bidders/proposers should strive to achieve the levels of participation set for each project and must also demonstrate that a good faith effort was made to secure MBE/WBE subcontractors sufficient to reach these levels. Firms may participate in LAWA contracts as prime contractors, members of a joint venture, subcontractors, or suppliers.

Evaluating Good Faith Efforts

It is incumbent on the bidder/proposer to submit appropriate documentation to demonstrate that a good faith effort was made to reach out to MBE/WBE/OBEs. The attached Instructions Regarding Demonstration of Good Faith Effort provide guidelines on such documentation, which must be submitted within three days of notification by the Department. It is important to understand that all bidders/proposers, regardless of whether or not they have met or exceeded the levels of participation and regardless of their own minority or gender status, will be evaluated on their good faith effort. Bidders/proposers determined to have not made a good faith effort will be considered non-responsive for purposes of this bid/proposal.

Subcontractor Listing

In addition to the good faith effort documentation, your bid/proposal must also include a completed MBE/WBE/DBE Participation Form outlining the portion of the work that will be performed by each listed MBE/WBE subcontractor. The form must include the name and address of the subcontractor, the percentage of the total contract the subcontractor will perform, and the dollar amount the percentage represents. A copy of the required form is included in this section. Please note that the Participation Form is signed under penalty of perjury. Any change of subcontractor is subject to the substitution provisions outlined in this document.

Utilization Reporting Form

An MBE/WBE/DBE Utilization Form for reporting the actual utilization of MBE/WBE firms is to be submitted monthly by each prime contractor. A copy of this form will be provided prior to the commencement of work. The progress payment and/or final payment may be withheld pending receipt of the Utilization Form. Failure to submit the Utilization Form as required shall constitute a breach of contract.

Substitutions of MBE/WBE Subcontractors

Prime contractors shall notify LAWA's Procurement Services Division of the need for a substitution as soon as such need is determined, and shall not make the substitution until the Division has authorized the substitution. Should the substitution result in a lower level of MBE/WBE participation, the prime contractor will be required to document their good faith effort.

Certification

A firm that wants to be considered a Minority Business Enterprise or Woman Business Enterprise for this project must be certified under the Unified Certification Program no later than the due date of the bid/proposal. If not currently certified, the company must submit all necessary documents including the Application for Certification (available at <http://www.lawa.org/busiForms.cfm>) to the City of Los Angeles Centralized Certification Administration.

For additional clarification of the Minority and Woman-Owned Business Enterprise Program, please contact the Centralized Certification Administration at (213) 847-1922.

DEPARTMENT OF AIRPORTS

INSTRUCTIONS REGARDING DEMONSTRATION OF GOOD FAITH EFFORT

It is the policy of the City of Los Angeles to provide all MBEs, WBEs, and OBEs an equal opportunity to participate in the performance of all City contracts. Bidders must assist the City in implementing this policy by taking all reasonable steps to ensure that all qualified business enterprises including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in City contracts. A bidder's good faith efforts to reach out to MBEs, WBEs and OBEs will be determined from written documentation of the level of effort put into achieving the indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to submit supporting documentation of a good faith effort within three days upon notification by the department and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection.** Adequacy of a bidder's good faith effort will be determined by the Department after consideration of the indicators of good faith as set forth below.

Indicator	Points
1	0
2	10
3	10
4	9
5	15
6	10
7	5
8	10
9	26
10	5
Total	100

Each indicator (2-10) is evaluated on a pass/fail basis, i.e., either full or zero points can be achieved for compliance with each item.

1. LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION

NO POINTS

The bidder has made a good faith effort to obtain sub-bid participation by MBEs, WBEs and OBEs which could be expected to produce a reasonable level of participation by interested business enterprises, including the MBE and WBE percentages set forth for this project.

Required documentation: Completed MBE/WBE/DBE Participation Form.

2. ATTENDED PRE-BID MEETING

10 POINTS

The bidder has attended the pre-bid meeting scheduled by the Department to inform all bidders of the requirements for the project for which the contract will be awarded. The Department may waive this requirement only if the bidder certifies in writing prior to the pre-bid meeting that it was already informed as to those project requirements.

Required documentation: a) Attend pre-bid meeting and be listed on the attendance sheet; or b) Submit a letter prior to the pre-bid meeting either by fax to 310 646-9620, or by mail to Contract Administration, 7301 World Way West, 2nd floor, Los Angeles, CA 90045.

3. SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS

10 POINTS

The bidder has identified and selected specific work items in the project to be performed by sub-bidders/subcontractors in order to provide an opportunity for participation by MBEs, WBEs and OBEs. Upon making this determination, the bidder subdivided the total contract work requirements into smaller portions or quantities to permit maximum active participation of MBEs, WBEs and OBEs.

Required documentation: Proof of this must be demonstrated in either Indicator 4 or 5.

4. ADVERTISEMENT

9 POINTS

Not less than ten calendar days prior to the submittal of bids, the bidder advertised for sub-bids from interested business enterprises in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Department

Required documentation: A copy of the advertisement and a proof of publication statement or other verification which confirms the date the advertisement was published.

Note: The advertisement must be specific to the project, not generic, and may not be a planholder advertisement provided by the publication. It should include the City of Los Angeles project name, name of bidder, areas of work available for subcontracting, and a contact person's name and telephone number, information on the availability of plans and specifications and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.

5. WRITTEN NOTICES TO SUBCONTRACTORS

15 POINTS

The bidder has provided written notice of its interest in receiving sub-bids on the contract to those business enterprises, including MBEs, WBEs and OBEs having an interest in participation in the selected work items. All notices of interest shall be provided not less than ten calendar days prior to the date the bids are required to be submitted.

Required documentation: A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered

envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.

* This written notice can be used to satisfy Indicators 3, 7, and 10.

CERTIFICATION AGENCIES

(Bidders should contact the following agencies to obtain current copies of MBE/WBE directories.)

City of Los Angeles

Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway St., 300
Los Angeles, CA 90015

(213) 847-1922
(213) 847-2777 FAX
<http://bca.lacity.org>

Caltrans

State of California, Department of Transportation
Civil Rights Group
120 S. Spring Street
Los Angeles, CA 90012

(916) 324-1700 directory orders
Toll free: 1866-810-6346
<http://www.dot.ca.gov/hq/bep/>

Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department
1 Gateway Plaza
Los Angeles, CA 90012

(213) 922-2600
(213) 922-7660 FAX

6. FOLLOW-UP ON INITIAL SOLICITATION

10 POINTS

The bidder has documented efforts to follow-up initial solicitation of sub-bid interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project work.

Required documentation: A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Bidders must follow-up with all subcontractors to whom they sent letters.

7. PLANS, SPECIFICATIONS AND REQUIREMENTS

5 POINTS

The bidder has provided interested sub-bid enterprises with information about the plans, specifications and requirements for the selected sub-bid/subcontracting work.

Required documentation: Include in Indicator 4 or 5, information detailing how, where and when the bidder will make the required information available to interested subcontractors.

8. CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS

10 POINTS

The bidder has requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and OBEs not less than fifteen calendar days prior to the submission of bids. Any other organizations promoting MBE/WBE/OBE activities not included in the following list which have been contacted, must also be listed in the required documentation.

Directories of Certified Firms ACDBE/DBE/MBE/WBE

The City of Los Angeles, Bureau of Contract Administration (BCA) maintains a directory of certified ACDBE, DBE, MBE, and WBE's on their website @ http://bca.lacity.org/index.cfm?nxt=ots&nxt_body=otsindex.cfm.

This listing includes only firms whose certification application has been processed by BCA. The directory can be searched by company name or by NAICS code and will provide contact information, NAICS code classification(s), and current certification status of firms. This directory is one of several resources available to contractors looking for certified firms.

The California Unified Certification Program also has an online directory of certified firms: http://www.dot.ca.gov/hq/bep/dbe_query.htm. This directory includes all ACDBE and DBE firms certified by any of the eleven certification agencies in the UCP. Because it provides statewide listing, this directory will provide a much bigger pool of firms for contractors and should be the primary resource used by contractors looking for DBE or ACDBE participation.

In addition to the City of Los Angeles, Caltrans and Los Angeles County Metropolitan Transportation Authority administer a MBE/WBE certification program; however, the CUCP directory does not include firms certified only as MBE or WBE by these agencies. To find a sufficient pool of MBE/WBE certified firms, contractors should use the following resources:

- BCA's Directory of ACDBE/DBE/MBE/WBE Certified firms
- CUCP Directory of ACDBE/DBE certified firms
 - DBE/ACDBE certification requires a firm to be 51% owned by "socially or economically disadvantaged individuals" and minorities and women are "presumed to be socially or economically disadvantaged", therefore the majority of DBE's and ACDBE's firms are MBE's or WBE's and can be used to meet MBE/WBE participation levels.
- Caltrans' Directory of certified MBE/WBE
 - The directory can be accessed from the same link as the CUCP database (http://www.dot.ca.gov/hq/bep/dbe_query.htm)
- Los Angeles County Metropolitan Transportation Authority (Metro) Listing of Certified MBE/WBE's.
 - Metro's MBE/WBE certified firms is not available on-line but a current listing can be obtained by contacting the Diversity & Economic Opportunity Department @ 213) 922-2600.

Required documentation: A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.

RECRUITMENT/PLACEMENT ORGANIZATIONS

Minority Business Opportunity Center (MBOC)
City Hall
200 N. Main Street, 13th Floor
Los Angeles, CA 90012

213 978-0671
213 978-0690 FAX

National Center for American Indian Enterprise Development
11138 Valley Mall, Suite 200
El Monte, CA 91731

626 442-3701
626 442-7115 FAX
<http://www.ncaied.org>

The Associated General Contractors of California
Los Angeles District Office
1906 W. Garvey Avenue South, Suite 100
West Covina, CA 91790

626 608-5800
626 608-5810 FAX
<http://www.agc-ca.org>

Latin Business Association (LBA)
120 S. San Pedro Street, Suite 530
Los Angeles, CA 90012

213 628-8510
213 628-8519 FAX
<http://www.lbausa.com>

Black Business Association
Mailing Address: P.O. Box 43159
Los Angeles, CA 90043
President: Earl 'Skip' Cooper, II

323 291-9334
323 291-9234 FAX
<http://www.bbala.org>
E-mail: bbala@earthlink.net

The Asian Business Association
120 S. San Pedro Street, Suite 523
Los Angeles, CA 90012

213 628-1ABA
213 628-3222 FAX
<http://www.aba-la.org/index.asp>
Email: info@aba-la.org

Engineering Contractors' Association
8310 Florence Avenue
Downey, CA 90240

800 293-2240
562 923-6179 FAX

National Association of Minority Contractors
Southern California Chapter
PO Box 43307
Los Angeles, CA 90043
Attn: Kevin Ramsey

310 635 3277
310 635-0562 FAX
<http://www.namcsc.net>
Email: kramsey@pacbell.net

National Association of Women Business Owners – Los Angeles 213 622-3200
900 Wilshire Boulevard, Suite 404 213 622-6659 FAX
Los Angeles, CA 90017 <http://www.nawbola.org>
Email: info@nawbola.org

Los Angeles Urban League 323 299-9660
3450 Mount Vernon Drive 323 299-0618 FAX
Los Angeles, CA 90008 <http://www.laul.org>
Email: info@laul.org

Society of Hispanic Professional Engineers 323 725-3970
SHPE National Office 323 725-0316 FAX
5400 E. Olympic Blvd., Suite 210 <http://www.shpe.org>
Los Angeles, CA 90022
SHPE National email: shpenational@shpe.org

The Asian American Architects/Engineers Association (of Southern California) 213 896-9270
P.O. Box 861807 213 896-9271 FAX
Los Angeles, CA 90086
<http://www.aaaesc.com>

9. NEGOTIATE IN GOOD FAITH

26 POINTS

The bidder has negotiated in good faith with interested MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory bids or proposals prepared by any enterprise, as determined by the Department.

Required documentation: a) Copies of all MBE/WBE/OBE bids or quotes received; and b) Summary sheet organized by work area, listing bids received and the subcontractor selected for that work area. If the bidder elects to perform a listed work area with its own work forces, they must include a bid that shows their own costs for the work.

10. BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

5 POINTS

The bidder has documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines of credit and insurance required by the Department or contractor.

Required documentation: Include in Indicator 4 or 5, information about the bidder's efforts to assist with bonds, lines of credit and insurance.

The bidders shall submit completed good faith effort documentation within three days upon notification by the Department. The Department in its review of the good faith effort documentation may request additional information to validate and/or clarify that the good faith effort submission was adequate. Such information shall be submitted promptly upon request by the Department.

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION REPORT COMPLETION

This form is used to report the proposed participation of minority/woman/other and disadvantaged business enterprises during the term of the contract. It represents the bidder's or proposer's commitment to utilize the named MBE/WBE/DBE/OBE firms at the percentages indicated should the contract be awarded to the bidder or proposer.

THIS FORM MUST BE SUBMITTED WITHIN THREE (3) DAYS UPON NOTIFICATION BY THE DEPARTMENT

Prime Contractor - The bidder or proposer.

Project Title - The name or designation of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount prime contractor proposed for the bidding project.

Bid # - The Bidding number assigned by the Purchasing Office to the specific project being bid.

Profile Information - Insert the following codes in the appropriate blanks for the Prime Contractor and for all subcontractors. If an application has been submitted and certification is pending, place a "P" in parentheses after the appropriate entry. [e.g. MBE (P)].

Group

DBE - Disadvantaged Business Enterprise

MBE - Minority Business Enterprise

WBE - Woman Business Enterprise

OBE – Other Business Enterprise (i.e., any firm other than a DBE, MBE or WBE)

Ethnicity

A - Asian

B - Black

C - Caucasian

H - Hispanic

NA - Native American

Gender

M - Male

F - Female

NAICS

The North American Industry Classification System

number listed at <http://www.census.gov/epcd/www/naics.html>

Listing of LAWA approved MBE/WBE/DBE/OBE Subcontractors - The complete name, address, phone number (including area code), email and contact person of each MBE/WBE/DBE/OBE subcontractor, vendor or supplier must be provided. Include the subcontractor's State License #. PLEASE NOTE: All **MBE/WBE/DBE** firms must be certified by one of the following: the City of Los Angeles, Department of Public Works, Office of Contract Compliance, the California Unified Certification Program (CUCP), Los Angeles County Metropolitan Transportation Authority (MTA), or the California Department of Transportation (Caltrans). For information regarding the certification process, please call the Department of Public Works, Bureau of Contract Compliance @ (213) 847-1922.

Description of Work to be performed - A brief description of the work subcontractor will perform, and the **anticipated starting date** for the subcontractor.

The expiration date of the MBE/WBE or DBE certification – List the expiration date of the subcontractor's MBE/WBE/DBE certification. If the listed MBE/WBE/DBE firm is not certified, the dollar amount of its participation will not be counted toward goal achievement.

Amount Proposed - Indicate the amount to be paid the subcontractor over the term of the contract.

Percentage of Total - Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount. Please note: If the subcontractor is a regular dealer/supplier as defined in Code of Federal Regulations, Title 49, Part 26.55(e), only 60 percent of the Amount Proposed can be used in this calculation.

Signature/Date - This form must be signed by a responsible person capable of committing the firm contractually.

Name/Title/Phone - Print the name and title of the person signing the form. Include the area code with his or her telephone number.

Participation levels set by LAWA - List the MBE/WBE/DBE participation levels as set forth in the Request for Bid/Proposal.

Participation levels Proposed by Prime - Calculate the MBE participation level by adding the Amounts Proposed for all MBE subcontractors, and divide the result by the Bid/Proposal Amount. Calculate the WBE participation level by adding the Amounts Proposed for all WBE subcontractors, and divide the result by the Bid/Proposal Amount. Calculate the DBE participation level by adding the Amounts Proposed for all DBE subcontractors, and divide the result by the Bid/Proposal Amount.



Los Angeles World Airports

MBE/WBE/DBE/OBE
SUBCONTRACTOR PARTICIPATION REPORT

Prime Contractor _____
Address _____
City/State/Zip _____
Contact Name and Phone # _____
Forward Invoices: Monthly _____ Quarterly _____ Other _____ (Choose One)

Project Title _____
Bid/Proposal Amount _____ Bid # _____
Profile Information: (Circle One) Group: MBE WBE DBE OBE Gender: Male Female
(Circle One) Ethnicity: Asian Black Caucasian Hispanic Native American
NAICS # _____ (North American Industry Classification System)

Listing of LAWA approved subcontractors

Name, Address, Phone and Contact of proposed MBE/WBE/DBE subcontractor	Profile Information	Description of work to be performed	\$ Amount proposed	Percentage of Total
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		

MBE/WBE/DBE/OBE SUBCONTRACTOR PARTICIPATION REPORT

Name, Address, Phone and Contact of proposed OBE subcontractor	Profile Information	Description of work to be performed	\$ Amount proposed	Percentage of Total
State License # _____ Email: _____	OBE	Subcontractor starting date: _____		
State License # _____ Email: _____	OBE	Subcontractor starting date: _____		
State License # _____ Email: _____	OBE	Subcontractor starting date: _____		
State License # _____ Email: _____	OBE	Subcontractor starting date: _____		

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the sublessees/subcontractors that will be utilized if this contract is awarded to the above prime. I agree to comply with the Good Faith Effort provisions for substitutions and I further understand and agree that any and all changes or substitutions must be authorized by LAWA Procurement Services prior to their implementation

<div style="border-bottom: 1px solid black; margin-bottom: 5px; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <div style="border-bottom: 1px solid black; margin-top: 10px; width: 100%;"></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Name (Please Print) Title Phone </div>	<div style="display: flex; justify-content: space-around; font-weight: bold; margin-bottom: 10px;"> Participation Level Set by LAWA Participation Levels Proposed by Prime </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Total MBE _____ %</p> <p>Total WBE _____ %</p> <p>Total DBE _____ %</p> <p>Total OBE _____ %</p> <p>Grand Total _____ %</p> </div> <div style="width: 45%;"> <p>\$ _____ %</p> <p>\$ _____ %</p> <p>\$ _____ %</p> <p>\$ _____ %</p> </div> </div>
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