

RFP322-11

(Adv. Date 4/5/11)

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DEPARTMENT OF WATER AND POWER

OF

THE CITY OF LOS ANGELES



No. RFP322-11

**REQUEST FOR PROPOSAL (RFP) FOR
FEDERAL LEGISLATIVE CONSULTING SERVICES**

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Proposals (HARD COPY ONLY) returnable at 1:00 P.M. ON JUNE 9, 2011

To the:
VENDOR LIAISON CENTER
LOS ANGELES DEPARTMENT OF WATER AND POWER
111 NORTH HOPE STREET, ROOM L43
LOS ANGELES, CA 90012

**Department of Water & Power
The City of Los Angeles**

Request For Proposal (RFP)

No. RFP322-11

Federal Legislative Consulting Services

The Los Angeles Department of Water and Power (Department) is requesting proposals from experienced firms interested in providing Federal legislative advocacy services.

Proposals shall be submitted in accordance with the requirements set in this document. Only written proposals shall be considered. All materials submitted shall become a part of the proposal, and may be incorporated in a subsequent contract between the Department and the selected proposer.

The use of the term "bid" in a proposal shall be considered synonymous with term "proposal."

The proposer's conference will be held on Thursday, April 28, 2011, 2:00 p.m. PST. The proposer's conference shall be held at the Department's headquarters located at:

111 N. Hope St., San Francisco Room, A-Level
Los Angeles, CA 90012

Please submit your written proposal, one (1) original and seven (7) copies, no later than 1:00 p.m. on June 9, 2011 in a sealed package, clearly marked with the RFP number and title of work to be done.

Proposal submitted via electronic mail or facsimile will not be accepted.

Address the proposal package to:

Proposal shall be identified as:

Los Angeles Department of Water and Power
Attn: Vendor Liaison Center
111 North Hope Street, Room L43
Los Angeles, CA 90012

RFP No. RFP322-11
Federal Legislative Consulting Services
Due Date: June 9, 2011

Received proposals will be held, unopened, in a secure place until the response due date and time for all proposals have elapsed. Proposals shall be opened and their contents secured to prevent disclosure during the process of negotiating with competing proposers. The proposals shall be opened publicly, but only the names of the proposers shall be revealed. Adequate precautions shall be taken to treat each proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

All proposal shall be opened publicly on June 9, 2011 at 1:05 p.m. The location of the proposal opening shall be 111 N. Hope St., Room L43, Los Angeles, CA 90012.

Proposals must be received by the Department at the exact address listed above. No allowance will be made for delays in the U.S. Mail, consumer mailing services, or the Department internal mail service.

Proposals will be time stamped prior to the 1:00 p.m. closing time, unless otherwise instructed (by addendum). Submittals received after this time and date will be considered late and will not be opened or considered for evaluation and will be returned unopened in accordance with purchasing policies

For questions regarding this RFP, submit all inquiries in writing no later than May 16, 2011 to Lisa Tashiro, Contract Administrator, via email at Lisa.Tashiro@Ladwp.com. LADWP's responses to the questions will be posted on the Los Angeles Business Assistance Virtual Network (LABAVN) website at www.labavn.org no later than May 25, 2011. LADWP recommends all proposers to visit the abovementioned LABAVN website on a regular basis as the responses may be posted earlier than the posting date.

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1.0 INTRODUCTION

1.1 Purpose

The Los Angeles Department of Water and Power (LADWP or the Department), working in conjunction with the Mayor's Office, intends to contract with one or more consultant(s) to provide advocacy at the Federal level.

1.2 Background of the Project

The consultant(s) will provide advocacy and assistance to the LADWP and the City of Los Angeles (City) in developing and executing effective legislative and administrative/regulatory strategies to protect and advance the City's interests relative to proposed Federal legislation and administrative/regulatory issues affecting utility operations of the Department.

1.3 Background on the Department

LADWP is the largest municipally-owned utility in the nation. It exists under and by virtue of the Charter of the City of Los Angeles enacted in 1925. Under City Charter Section 231(h), the responsibility of representing and supervising the City's intergovernmental relations fall under the Mayor's Office. The Mayor appoints a five-member Board of Water and Power Commissioners, with confirmation of the City Council, for five-year terms to oversee the Department in conjunction with the General Manager.

With a workforce of approximately 9,300, LADWP provides water and electricity to approximately 4 million residents in a 465-square-mile area. The Department's operations are financed solely by the sale of water and electric power services. Capital funds are raised through the sale of bonds. No tax support is received.

2.0 STATEMENT OF WORK

2.1 Scope of Work

The Consultant(s) shall:

Assist the Department's Legislative and Regulatory Affairs (LRA) and the Mayor's legislative staff on identifying, analyzing, tracking, and reporting on Federal legislative and administrative/regulatory activities which may impact the ability of LADWP to provide secure water and power services to the residents and businesses of the City of Los Angeles in a cost effective, reliable, and environmentally responsible manner.

Work under the direction of LRA staff on Federal legislative and administrative/regulatory initiatives which protects and/or advances the City's and Department's interests which include, but are not limited to, the following: protecting the City's local control over LADWP's water and energy assets; developing utility rights-of-way/corridors; utility related homeland security initiatives; formulating and implementing creative strategies for obtaining/leveraging Federal appropriations to support the City's power and water resource efforts including but not limited to areas of Smart Grid technology,

Energy Efficiency, Energy and Water Conservation, Water Quality, Watershed Management, Wastewater, Stormwater, Groundwater Clean-up and Water Reuse/Recycling, Urban Rivers and Waterfront Revitalization as well as identifying federal grant or bond funding; advancing air quality issues and promoting municipal Broadband and telecommunications issues.

- 2.1.1 Work closely with designated LRA staff on advocating the City's and Department's legislative and administrative/regulatory goals by assisting with the development of supporting informational documents, messages, public testimony, and legislative correspondence.
- 2.1.2 Facilitate meetings with key members and staff of the U.S. House of Representatives and Senate and their committees, the Administration, and Federal regulatory agencies; and work with LADWP staff on effectively presenting the Department's and City's issues before these entities.
- 2.1.3 Work, as directed and required by LRA staff, with various trade/advocacy organizations which shall include, but not be limited to: Large Public Power Council, American Public Power Association, Southern California Public Power Association, Association of Metropolitan Water Agencies, and the Association of California Water Agencies.
- 2.1.4 Have a proven record of working effectively with the Executive and Legislative Branches of the Federal Government including, but not limited to:
 - Department of Energy
 - Council on Environmental Quality Army Corp of Engineers
 - Environmental Protection Agency
 - Fish and Wildlife Service Department of the Interior
 - Bureau of Reclamation
 - House Natural Resources Committee
 - Senate Environment and Public Works Committee
 - Senate Energy and Natural Resources Committee
 - House/Senate Appropriations Committees
 - House/Senate Ways and Means Committee
- 2.1.5 Possess demonstrated expertise in at least the following legislative areas:
 - Federal Appropriations Process
 - Army Corps of Engineers Bill Authorizations
 - Federal Clean Water Act and Amendments
 - Natural Resources and Environmental Legislation
 - Federal Stimulus Positioning
 - Presidential Budget Line Items
 - Local/Federal Funding Agreements

2.2 Description of Work

2.2.1 The consulting services furnished under this contract will include, but not be limited to, assisting LRA staff in maximizing the effectiveness of the Department as it relates to Federal legislative or administrative/regulatory issues. The services also include offering strategic and related advice and such other activities as are necessary to carry forth the scope of consulting services set forth in this contract.

2.2.2 In the event the Consultant(s) is/are also a firm that performs legal work, the consulting services furnished under this contract are not to be construed to include work representing the Department in legal matters in the capacity of a law firm.

2.3 Deliverables

In addition to the services previously outlined, the designated LRA staff member and/or designated Contract Administrator may require additional deliverables during the term of the contract consistent with the scope of work, including, but not limited to, strengthening advocacy efforts related to supporting the City's water and power resources management systems and projects in addition to developing legislative initiatives in support of the Los Angeles River and related tributaries.

The Department's LRA staff member or designee shall be responsible for the day to day oversight of the Consultant(s). The Consultant(s) is/are required to provide the Contract Administrator and LRA staff member with monthly reports. These reports shall include an accounting of major legislative/regulatory activity and a description of the work performed during the calendar month in order to advance the legislative, administrative, and regulatory goals identified as important to the City and the Department.

2.4 Transmittal / Delivery / Accessibility

A monthly invoice shall be provided to the Contract Administrator after having been reviewed and approved by the Department's Chief Legislative and Regulatory Affairs staff member as to meeting what was required of the Consultant(s) during that month.

Each monthly invoice shall include the following statement: "The undersigned, on behalf of the Consultant, verifies that the services rendered and billings reflected in this invoice are accurate and in conformance with the terms of this Agreement." This statement shall be followed by the dated signature of one of the Consultant's principals.

The monthly invoice, reports, and other deliverables shall be submitted by the Consultant(s) to LADWP's Contract Administrator located in Room 1541, 111 North Hope Street, Los Angeles, CA 90012, or the designated successor. All invoices submitted shall be verified and approved by Department staff and the Contract Administrator before payment is made.

The Consultant(s) shall be available to LADWP's General Manager, or to such persons as the General Manager shall designate, on an as-needed basis throughout the term of this contract.

2.5 Schedules

The monthly invoices and reports shall be due within 15 calendar days of the end of the calendar month for which activities are being reported.

2.6 Consultant-Furnished Property

The Consultant(s) will supply its employees assigned to perform work on the contract with the tools and office space, equipment, and supplies required to perform the contracted work at its own expense.

3.0 **EVALUATION CRITERIA**

LADWP will evaluate each firm and will use quality-based selection criteria to identify the preferred firm(s). Selection among the preferred firm(s) will be based solely upon the Department's evaluation of a written proposal and oral presentation. LADWP reserves the right to weigh the following evaluation criteria as it deems appropriate. Weights currently assigned for the RFP evaluation are listed in parenthesis below, next to each of the evaluation criteria.

3.1 Company Characteristics (20% weight)

- A. Qualifications of the Organization
- B. Qualifications of Key Personnel Assigned to the Contract

3.2 Company Experience (20% weight)

- A. Projects
- B. Experience
- C. Knowledge of municipal utility issues
- D. Knowledge of Federal legislative and administrative/regulatory process

3.3 Proposed Monthly Retainer Fee (30% weight)

Monthly retainer fee shall include any and all costs, including, but not limited to, all incidental expenses.

3.4 Job Opportunities and Training Program (10% weight)

This item will be evaluated consistent with the policy provided in **Appendix I**.

3.5 Oral Presentation (20% weight)

Following LADWP's evaluation of the written proposals, representatives from the City and the Department will request selected firms with the highest scores to provide an oral presentation to the Department review panel at 111 N. Hope St., Los Angeles, CA 90012, or the City's Washington DC Office, which is located at 1301 Pennsylvania Ave., NW, Suite 400, Washington, DC 20004. The oral presentation is subject to a time limit of forty-five (45) minutes and the location will be determined by the review panel.

4.0 REQUIREMENTS FOR PROPOSAL

4.1 Writing Requirements for Proposal

Submitted proposals shall conform to the following requirements:

- a) One (1) original and seven (7) copies of the proposal shall be enclosed in a single, sealed package plainly marked with the words "Proposal for Federal Legislative Consultant Services".
- b) Proposals shall be prepared simply and economically, without the inclusion of unnecessary promotional materials.
- c) Proposals shall be submitted on recycled paper that has a minimum of 30-percent post-consumer recycled content.
- d) Proposals submitted shall be written in the English language.
- e) The proposals shall be duplex copied (double-sided pages).
- f) Neon or fluorescent paper shall not be used.
- g) Company/Corporate letterhead or stationery that accompanies the proposal is exempt from these requirements.

Submittal of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all terms and conditions hereinafter set forth unless otherwise expressly stated in the proposal.

Responses to this Request for Proposal shall be made in accordance with the format set forth in this section and must follow the same titling and numbering schemes. All pages of the proposal must be consecutively numbered.

4.2 Coverage of RFP Items

The proposal must cover the statement of work and all the RFP requirements. Any limitation in the bidder's ability to supply information requested in the RFP or to support or perform a particular function should be stated in detail in the appropriate section of your response. Any omissions or deviations from the requirements set forth in this RFP shall be fully described. Failure to adhere to the following format may be a cause for the rejection of the proposal as non-responsive.

Any additional documents that the bidder's organization requires to be signed or agreed to, by the Department shall be referenced in the letter of transmittal and attached as appendices to the proposal.

4.3 Letter of Transmittal

Each proposal that is submitted in response to this RFP must contain the letter of transmittal including the following information:

- a) A brief statement of the Contractor's understanding of the work to be done and commitment to perform the work as scheduled.
- b) A list of the sections/parts of the RFP being bid.

- c) A summary of exceptions taken to the RFP requirements, statement of work, specifications, and/or proposed contractual terms and conditions.
- d) A reference to any contractual terms and conditions required by the Contractor.
- e) The names of individuals authorized to represent the Contractor, the titles, addresses, telephone numbers, and e-mail addresses.
- f) An officer authorized to bind must sign each proposal on behalf of the Proposer and must include the following declarations on the transmittal letter:

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

4.4 Table of Contents

Include a clear identification of the proposal by section and by page number.

4.5 Background of the Firm

Describe your firm's organizational structure, management qualifications, and other contract related qualifications. Include:

- a) Firm Name
- b) Office location(s) where work will be performed
- c) Number of years firm has been in business
- d) Average number of employees during the past 5 years
- e) Qualifications of the firm to perform the work, including experience

4.6 Assigned Key Personnel

4.6.1 Organization

Provide an organization chart indicating the position, the level of responsibility, and the respective place within the organization of the individual that will be the Department's point of contact.

4.6.2 Provide the qualifications of the assigned key personnel. Include educational background and summaries of relevant work experience performed.

4.7 Company Experience

To assess actual performance, previous project work will be evaluated.

4.7.1 Projects

List and describe projects related to the Scope of Work identified in Sections 2.1 and 2.2 performed by your company. Include client reference, contact person, phone number and address.

4.7.2 Experience

Describe the experience of your company and your professional and technical staff for the above projects.

4.8 Familiarity of Issues

Identify previously enacted Federal legislation, or legislation introduced in previous legislative sessions within the last two years, that have impacted or could have impacted LADWP, in both the water and electric power industries. Describe briefly the impacts or potential impacts on the Department.

4.9 Contract Fee Schedules

Provide the cost for a monthly retainer fee. The retainer fee shall include any and all costs, including, but not limited to, all incidental expenses. In addition, provide an estimated cost breakdown for direct labor, overhead, fringe benefits, and other costs associated with services to be performed.

4.10 Subcontracting

State whether Consultant will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the Consultant shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work on this program. The provisions of this contract shall apply to all subcontractors in the same manner as to the Consultant.

Upon the Contract Administrator's written request, the Consultant shall supply the Department with all subcontractor contracts.

4.11 Previous Services Provided to the City of Los Angeles

Has the proposer, within the last three years, rendered any service to the Department, either as a contractor or subcontractor, either under the current proposer's name or any other name or organization? If so, please provide details.

4.12 Conflict of Interest Determination

Provide information that may be used to evaluate potential conflicts of interest. Specifically, provide a listing of completed and ongoing engagements or work with other entities to assist in a similar manner included in Sections 2.1 and 2.2, Statement of Work. Also provide a listing of completed and ongoing engagements or work to advise other utilities as provided under Sections 2.1 and 2.2.

4.13 RFP Items Not Covered

Present any qualifications or information in addition to the required items under the separate heading of "Additional Qualifications."

4.14 Non-Discrimination/Equal Employment Practices/Affirmative Action Plan (AAP) Construction & Non-Construction Contractors

The proposer and each of its known subcontractors shall complete and file an acceptable Affirmative Action Plan as set forth in **Appendix A** of this RFP as a part of its written proposal responding to the RFP.

Each contractor shall submit the following properly completed forms and documents for the City of Los Angeles' Affirmative Action Program:

1. A signed Affirmative Action Certificate Form.
2. A signed Affirmative Action Plan. This plan must be reviewed and approved by the Department to determine its acceptability.

Each of the above documents, if approved, shall be effective for twelve (12) months following the date of approval for the Affirmative Action practices. An Affirmative Action Plan shall be in effect and on file with the Department for the duration of the contract period.

4.15 Living Wage Ordinance

Submittal of a response to this Request for Proposal stipulates and confirms that the undersigned (Proposer) agrees to comply with the applicable provisions of the Service Contract Workers Retention Ordinance (Section 10.36) and Living Wage (Section 10.37) of the Los Angeles Administrative Code (SCWRO/LWO). The City of Los Angeles policy regarding Living Wage/Service Contractor Worker is presented in **Appendix B**.

SCWRO/LWO forms must be completed by the successful proposer, only. Refer to instructions attached in **Appendix B**.

4.16 Child Support Policy

In accordance with the City of Los Angeles Ordinance No. 172401, the Department requires all contractors and subcontractors performing work for the Department to comply with all reporting requirements and wage earning assignments and wage earning assignments relative to court ordered child support.

All bidders and proposers are required to complete the Certification of Compliance with Child Support Obligations, **Appendix C**. Failure to return the completed certification as part of the bid or proposal may result in the bid or proposal being deemed non-responsive to these specifications.

4.17 Supplier Diversity

State whether the Contractor is a Women's or Minority Business Enterprise. The Department encourages Contractors to use Women's and Minority Business Enterprises and all other business enterprises and equal opportunity to participate in the performance of this contract. Policy regarding W/MBE is presented in **Appendix H**.

Provide the company name, contact person, address, and telephone number of all proposed subcontractors. If the Contractor or any of the subcontractors are W/MBE firms, attach a copy of their certification.

It is the policy of the Department to provide Women Business Enterprises (WBEs), and Minority Business Enterprises (MBEs), and all other business enterprises an equal opportunity to participate in the performance of all Department contracts. Bidders shall assist the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including WBEs and MBEs, have an equal opportunity to compete for and participate in the work being requested by this RFP. Efforts to obtain participation of MBEs, WBEs, and other business enterprises could reasonably be expected to produce a level of participation by interested subcontractors including 15 percent MBE and 7 percent WBE.

4.17.1 **Good Faith Effort**

All bidders shall make a good faith effort to reach out to WBEs, MBEs, and all other business enterprises in response to this Request for Proposal (RFP). The Department's Outreach Program constitutes a requirement of this RFP, regardless of the number or kind of subcontractors a successful bidder may ultimately retain. If a bidder initially intends to perform all work under any contract resulting from this RFP through their own resources, without employing any subcontractors, it is nevertheless required that the bidder make a good faith effort as specified in this Section of the RFP.

WBE/MBE Defined: "Women's Business Enterprise" (WBE) or "Minority Business Enterprise" (MBE), as used herein means a business enterprise that is certified as meeting both of the following criteria:

- A business that is at least 51 percent owned by one or more women or minority person(s), in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women or minority person(s).
- A business whose management and daily business operations are controlled by one or more women or minority person(s).

4.17.2 **LADWP's Supplier Diversity Program**

Each proposal shall include a statement of the proposer's good faith effort in the form and format described below. Provide your firm's outreach program results in **Appendix H**, Supplier Diversity.

The Department will determine the adequacy of each bidder's good faith effort based upon the documentation provided. Bidders not receiving a passing score may be found nonresponsive and disqualified from participating in any contracts resulting from this RFP.

4.17.3 **Factors and Weights for Evaluation of Good Faith Effort**

Bidder's good faith effort to reach out to WBEs, MBEs and all other business enterprises will be determined by the factors specified herein.

The Department will determine the adequacy of each bidder's good faith effort to utilize this Outreach Program by considering all factors set forth and the weights for evaluation. The total points possible is 100, and a passing score of 75 points must be achieved.

1. Level of MBE/WBE participation proposed.
2. Attendance at the Bidder's Conference. (Weight: 5 points)
3. Identification of selected portions of the project to be performed by subcontractors in order to provide participation by WBEs, MBEs, and OBEs. Bidders shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of WBEs, MBEs, and OBEs. (Weight: 5 points)
4. Advertise for bids from interested business enterprises not less than 10 calendar days prior to the submissions of bids or proposals in newspapers, trade association publications, minority or trade-oriented publications, trade journals, or other appropriate media. (Weight: 10 points)
5. Providing written notice of intent to bid on the contract to those business enterprises including WBEs, MBEs, and OBEs, having an interest in participating in such contract. Such notice shall be provided not less than 10 calendar days prior to the bid submittal date. Bidders shall document that invitations for subcontracting bids were sent to available WBEs, MBEs, and OBEs, for each portion of the work. (Weight: 20 points).
6. Documenting efforts to follow up initial solicitations of interest by contacting the business enterprises to determine whether the enterprises are interested in participating in the work. (Weight: 20 points)
7. Providing interested enterprises with information about the plans, specifications, and requirements for the selected work. (Weight: 3 points)
8. Requesting assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs, and other business enterprises not less than 15 calendar days prior to the bid submittal date. (Weight: 3 points)
9. Negotiating in good faith with interested MBEs, WBEs, and OBEs and not unjustifiably rejecting bids or proposals prepared by any enterprise. As documentation, the bidders shall submit a list of all sub-bidders for each portion of work solicited, including dollar amounts of potential works for MBEs, WBEs, and OBEs. (Weight: 26 points)
10. Documenting efforts to advise/assist interested MBEs, WBEs, and OBEs, in obtaining bonds, lines of credit, or required insurance. (Weight: 3 points)

4.17.4 **Monthly Records**

The successful bidder shall maintain records monthly to determine compliance with the Department's Outreach Program and shall submit such records to the Contract Administrator. The records shall be submitted on Department forms and shall show the following:

1. The name of each participating subcontractor.
2. Description of work each subcontractor has contracted to perform.
3. The percentage completion of the work under each subcontract.
4. The compensation contracted to be paid to each subcontractor.
5. The cumulative compensation earned by each subcontractor.
6. The cumulative compensation paid to each subcontractor.

4.18 Insurance Requirements

Describe the Consultant's ability to comply with the Insurance Requirements presented in Section 8.0 of this document.

4.19 Los Angeles City Business Tax Registration Certificate

Provide the Consultant's Business Tax Registration Certificate or Business Tax Exemption Number. Policy regarding Business Tax Registration is presented in **Appendix E**.

4.20 Taxpayer Identification Number

Provide the Consultant's Taxpayer Identification Number on Form W-9. Policy regarding Taxpayer Identification Number is presented in **Appendix F**.

4.21 Standard Contract Provisions

Describe the Consultant's ability to comply with the Standard Contract Provisions in Section 7.0 of this RFP and **Appendix D**. The proposal must either include: a) a statement of the Proposer's willingness and ability to comply with each individual contract provision presented in **Appendix D**; or, b) present alternate contract language and a discussion describing the reasons for the Proposer's requested deviation from the proposed contract provision(s). Proposed deviations from contract provisions will not be a basis for considering a proposal non-responsive.

The Department reserves the right to modify contract language included in **Appendix D**. The Department reserves the right to further negotiate the terms and conditions of the contract, except those provisions required by City Ordinance, or State or Federal law.

4.22 Job Opportunities and Training Program

Provide a response that complies with the Job Opportunities and Training Policy as presented in **Appendix I**.

5.0 CONTRACT PERIOD

LADWP plans to negotiate a one-year contract with two optional one-year renewals, which will be provided at the Department's sole discretion.

6.0 CONDITIONS FOR SUBMITTED PROPOSAL

6.1 Clarification

If additional information is needed to interpret the RFP, written questions shall be submitted to Lisa Tashiro in accordance with the dates listed in the RFP cover memo. Written questions may also be submitted via email to lisa.tashiro@ladwp.com, by facsimile to (213) 367-8788, or by mail to P.O. Box 51111, Room 1541, Los Angeles, CA 90051-0100. Include the RFP number and title when submitting questions. Questions and their responses will be posted to the Los Angeles Business Assistance Virtual Network at www.Labavn.org by May 25, 2011.

6.2 Responsiveness

The detailed requirements set forth in the paragraph(s) above (Section 4.0 Requirements for Proposal) are mandatory. Failure by a proposer to respond to a specific requirement may result in disqualification.

6.3 Right to Reject Proposals

The Department reserves the right to reject any or all proposals.

6.4 Incurring Costs

The Department is not liable for any costs incurred by proposers in responding to this RFP. Any and all costs incurred responding to this RFP, including interviews or other related activity, shall be borne by the Proposer.

6.5 Disposition of Proposals

Proposals submitted in response to this RFP shall become the property of Department and a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets or other proprietary information that the Proposer claims are exempt from disclosure under the Public Records Act. In the event such an exemption is claimed, the Proposer must identify the specific provision of the Public Records Act that provides an exemption for disclosure for each item that the Proposer claims is not subject to disclosure under said Act.

Any Proposer claiming such an exemption must also state in the proposal the following: "The Proposer will indemnify the Department and its officers, employees, and agents, and hold them harmless from any claim or liability and will defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore." Failure to include such a statement shall constitute a waiver of the Proposer's right to exemption from disclosure.

6.6 Discussions

The Department may award the contract(s) on the basis of proposals submitted, without discussions, or may negotiate further with those proposers that fall within a competitive range. Proposals should be submitted on the most favorable terms the proposer can provide.

6.7 Award

Award may be without discussion of proposals received. Proposers should be submitted on the most favorable terms the proposer can provide.

6.8 Council Review

Any action taken by the Board will be subject to review by the Los Angeles City Council and any award of contract(s) will not be final until such review process has been completed. The successful bidder(s) will be notified, in writing, when such review process has been completed, and of the award date of the contract. No payment can be made for action taken or work started prior to the award date of the contract(s) and execution of bonds and insurance if applicable.

7.0 STANDARD CONTRACT PROVISIONS

At the conclusion of the evaluation process, negotiations between the Department and the successful bidder(s) for a contract will proceed. In order to ensure the negotiations are successfully completed within an appropriate time frame, the standard terms and conditions required by the Department is presented in **Appendix D**, Draft Legal Agreement. This draft includes Standard Terms and Conditions that will be made part of the final contract including City/Department required socioeconomic programs and requirements.

8.0 INSURANCE REQUIREMENTS

Insurance – General Statement

It is the policy of the Department that upon the award of a contract, the selected Bidder/Proposer/Vendor must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal/agreement. Insurance requirements are explained in detail in the following language and “Contract Insurance Requirements” sheet, which specifically outlines the types and amounts of coverage required for this project. For your information and use, “Special Endorsement Forms”, “Guidance for Submitting Evidence of Insurance” and information on our insurance program for small vendors are available on our website.

When and if you are awarded a contract/agreement, acceptable evidence of required insurance, from insurers acceptable to the Department, will be required to be submitted within 30-days of the date of award and maintained current throughout the term of the contract. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any contract for services rendered, and in order to commence work under your contract.

Insurance – Applicable Terms and Conditions

8.1 Additional Insured Status Required

Contractor/Vendor 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 on the attached Contract Insurance Requirements page. 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 Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Contractor's/Vendor's acts or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor/Vendor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor/Vendor assumed under the contract.

8.2 Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and 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 Liability 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."

8.3 Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the acts or omissions of Contractor/Vendor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor/Vendor. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the Contractor's/Vendor's insurance is primary for all purposes despite any conflicting provision in the Contractor's/Vendor's policies to the contrary.

8.4 Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Contractor/Vendor in its operations.

8.5 Proof of Insurance for Renewal or Extension Required

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

8.6 Submission of Acceptable Proof of Insurance and Notice of Cancellation

Contractor shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with the Department prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Los Angeles Department of Water and Power, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

8.7 Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor/Vendor shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

8.8 Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the agreement.

8.9 Sub-Contractor Compliance

The Contractor/Vendor shall be responsible for all sub-contractors'/sub-vendors' compliance with the insurance requirements.

8.10 Periodic Right to Review/Update Insurance Requirements

The Department and Contractor/Vendor agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Contractor/Vendor to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

8.11 Specific Insurance Requirements

See **Appendix G**, “Contract Insurance Requirements”.

8.12 Indemnification

The Contractor/Vendor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Los Angeles Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the Department, defend the Department, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Contractor's/Vendor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the Contractor/Vendor, or the Contractor's/Vendor's officers, agents, employees, or sub-contractors/sub-vendors of any tier, except for the active negligence or willful misconduct of the Department, its Board, officers, agents, representatives or employees.

APPENDIX A

Nondiscrimination/Equal Employment Practices/Affirmative Action Construction
and Nonconstruction Contractors (Vendors, Suppliers, Consultants)

CITY OF LOS ANGELES

Awarding Dept.: _____
Dept. Contact: _____
MS: _____ OCC#: _____

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
D. Subcontractors:
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that _____ is hereby
NAME OF DESIGNNEE TITLE
designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:
_____, () _____
WORK ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

- 1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: [] City Plan; [] Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

A-1

TELEPHONE DATE

PRIME SUB BCA Form (6/08)

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)

CRAFT	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER			
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M
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

OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	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)

APPENDIX B

Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) Instructions and Forms

Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment/Appendix ____, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The List of Statutory Exemptions, the Application and the Certification are included in the Attachment/Appendix.

CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$454, 016 (effective July 1, 2010). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

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 \$454,016 (adjusted July 1, 2010). 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 –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

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.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ 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. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

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.**

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

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.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

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.

CONTRACTOR INFORMATION:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor:

4. Type of Service Provided: _____

NON-COVERAGE INFORMATION:

TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS

REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A <i>detailed</i> memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

TO BE REQUESTED BY CONTRACTORS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (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.	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.
<input type="checkbox"/> Occupational license required - (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.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.

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.

Print Name of Person (Contractor) Completing This Form

Signature of Person (Contractor) Completing This Form

Title

Phone #

Date

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO 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 APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

OCC USE ONLY:

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

CITY OF LOS ANGELES

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

(Los Angeles Administrative Code Section 10.36 et seq.)

1. What is the Service Contractor Worker Retention Ordinance?

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

3. What types of agreements are covered by the Ordinance?

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

4. What does the Ordinance require a terminated contractor to do?

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

5. What does the Ordinance require a successor contractor to do?

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

6. Do the employees retained under the Ordinance receive any additional protection?

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

7. Does the successor contractor have to retain all the prior contractor's employees?

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

9. What happens if an employee is discharged in violation of the Ordinance?

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

10. What if a contractor is found to be in violation of the Ordinance?

The City may terminate the agreement or pursue other legal remedies.

11. Who is responsible for administering and enforcing the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2010 a wage of at least **\$10.30 per hour with health benefits** of \$1.25 per hour, or **\$11.55 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. ****Do you provide health benefits** (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.

I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

AWARDING DEPARTMENT USE ONLY:

Dept: _____ **Dept Contact:** _____ **Contact Phone:** _____ **Contract #:** _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? Yes No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)						
PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501(c)(3) ¹	II One-Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

- 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. **Continue to Section V**, and submit this form and all supporting documentation to the Awarding Department for approval.
- 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, **Continue to Section IV**.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

- | | |
|---|---|
| 1) Employee Information Form
2) Subcontractor Information Form
3) Subcontractor Declaration of Compliance Form (retain) | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
|---|---|

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____ Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) Provisional Exemption from LWO during negotiation of CBA: An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

EXEMPTION THAT REQUIRES OCC APPROVAL

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

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.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor:

4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____

SECTION I: BUSINESS INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$454,016 (as of July 1, 2009) for the 2008 calendar year.	ATTACH 2008 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$454,016 (as of July 1, 2008) for the 2009 calendar year.	ATTACH 2008 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you **DID NOT** check off ANY boxes in PART A, your company IS **NOT ELIGIBLE FOR AN EXEMPTION.**

If you checked off **ANY** boxes in PART A, continue to Section II.

SECTION II: EMPLOYEE INFORMATION

CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:

PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises).	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.
<input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	

If you **DID NOT** check off **ANY** boxes in PART C, your company IS **NOT ELIGIBLE FOR AN EXEMPTION.**

If you checked off **ANY** box in PART C, **ATTACH** supporting documentation, **SIGN**, AND **SUBMIT EXEMPTION FORM.**

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.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____ Phone # _____

Date _____

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.

AWARDDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By OCC Analyst: _____ Date: _____

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:	
1. Company Name: _____	Company Phone Number: _____
2. Company Address: _____	
3. Awarding Department: _____	
4. Project Name: _____	
<p>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</p>	

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.**

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCWRO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2009 a wage of at least **\$10.30 per hour with health benefits** of \$1.25 per hour, or **\$11.55 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To 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 the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:		
1. Company Name: _____	Company Phone Number: _____	
2. Company Address: _____		
3. Type of Service Provided by Subcontractor to Prime: _____		
4. Amount of Subcontract: _____ Subcontract Start Date: ___/___/___ End Date: ___/___/___		
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.		
_____	_____	_____
Print Name of Person Completing This Form	Signature of Person Completing This Form	
_____	_____	_____
Title	Phone #	Date

LWO – APLICACION PARA EXENCION DE PEQUEÑOS NEGOCIOS DE OCC

EXENCIÓN QUE REQUIERE LA APROBACIÓN DE OCC PARA SER VÁLIDA

Esta aplicación de exención es para los arrendatarios y los concesionarios solamente y debe ser sometida junto con su oferta o propuesta al DEPARTAMENTO QUE CONCEDE. Si es aprobado, la exención terminará dos años después de la fecha aprobada, pero puede ser renovada en incrementos de dos años al cumplir con los requisitos. **LAS SUMISIONES INCOMPLETAS SERÁN DEVUELTAS.**

El código administrativo 10.37, la ordenanza viva del salario (LWO) de Los Ángeles, su pone que todos los contratistas de la ciudad (incluyendo contratistas del servicio, los subcontratistas, los recipientes de ayuda económica, los arrendatarios, los concesionarios, los subarrendatarios y los subconcesionarios) sea conforme al LWO a menos que una exención se aplique.

PARA SER COMPLETADO POR EL CONTRATISTA:	
1. Nombre de Compañía: _____ Teléfono: _____	
2. Dirección de Compañía: _____	
3. ¿Es usted subcontratista? <input type="checkbox"/> Sí <input type="checkbox"/> No Si es, indique el nombre del contratista principal: _____	
4. INDIQUE el número total de negocios que usted tiene (dentro y fuera de la ciudad de las premisas de Los Ángeles): _____	
5. INDIQUE el número total de negocios que usted tiene dentro de la ciudad de las premisas de Los Ángeles solamente: _____	
SECCIÓN I: INFORMACIÓN DEL NEGOCIO	
MARQUE UNA CAJA EN LA PARTE A QUE DESCRIBE MEJOR SU NEGOCIO Y ADJUNTE LA DOCUMENTACIÓN ENUMERADA EN LA PARTE B:	
PARTE A	PARTE B: DOCUMENTACIÓN JUSTIFICATIVA REQUERIDA
<input type="checkbox"/> Yo soy arrendatario o poseedor de licencia empenzando mi primer año de operar como un negocio.	Ningunos requeridos.
<input type="checkbox"/> Yo tengo otros negocios, pero es mi primer año operando en propiedades de la Ciudad. Mis ingresos brutos para todos mis negocios fueron menos de \$454,016 (ajustado el 1 de julio 2009) por el año calendario 2008.	Adjunte las declaraciones de impuestos del IRS del año 2008 que enumeran los réditos brutos de TODOS sus negocios.
<input type="checkbox"/> Yo tengo un negocio o negocios en las premisas de la Ciudad, y mis ingresos brutos por todos mis negocios en propiedades de la Ciudad fueron menos de \$454,016 (hasta el 1 de julio de 2008) para el año 2009 caja.	Adjunte las declaraciones de impuestos del IRS del año 2008 que enumeran los réditos brutos de TODOS sus negocios en premisas de la ciudad.
Si usted no marcó NINGUNA caja en la PARTE A, su compañía NO ES ELIBIGLE PARA UNA EXENCIÓN. Si usted marcó ALGUNAS cajas en la PARTE A, continúe a la sección II.	
SECCIÓN II: INFORMACIÓN DEL EMPLEADO	
MARQUE CUALQUIER CAJA EN LA PARTE C QUE DESCRIBA MEJOR SU NEGOCIO Y ADJUNTE LA DOCUMENTACIÓN ENUMERADA EN LA PARTE D:	
PARTE C	PARTE D: DOCUMENTACIÓN JUSTIFICATIVA REQUERIDA
<input type="checkbox"/> Tengo MENOS de siete (7) empleados en la compañía entera (dentro Y fuera de las premisas de Los Angeles).	Someta una hoja de completada del empleado para la exención de la pequeña empresa (forma OCC/LW-26B). La información sobre la hoja de trabajo del empleado puede requerir posteriormente la verificación a través de expedientes de la nómina de pago.
<input type="checkbox"/> La mano de obra de mi compañía trabajó un promedio de no más de 1.214 horas por mes por lo menos tres cuartos del año.	○ Nóminas de pago por los nueve (9) meses que usted quisiera ser evaluado.
Si usted no marcó NINGUNA caja en la PARTE C, su compañía NO ES ELEGIBLE PARA UNA EXENCIÓN. Si usted marcó CUALQUIER caja en la PARTE C, adjunte la documentación justificativa, FIRME, Y PRESENTE EL IMPRESO de la EXENCIÓN.	
Firmando, el contratista certifica bajo pena del perjurio bajo las leyes del estado de California que la información que presento en apoyo de esta aplicacion es verdad y correcta con el mayor conocimiento del contratista.	
Nombre _____	Firma _____
Título: _____	Teléfono _____
	Fecha _____
CUALQUIER APROBACIÓN DE ESTE USO EXIME SOLAMENTE EL CONTRATISTA MENCIONADO DEL LWO DURANTE EL FUNCIONAMIENTO DE ESTE CONTRATO. UN SUBCONTRATISTA QUE REALIZA EL TRABAJO SOBRE ESTE CONTRATO NO ESTÁ EXENTO A MENOS QUE LA OFICINA DE LA CONFORMIDAD DEL CONTRATO HAYA APROBADO UNA EXENCIÓN SEPARADA PARA EL SUBCONTRATISTA INDIVIDUAL.	
PARA USO DEL DEPARTAMENTO DE CONCESIONES SOLAMENTE:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
PARA LA OFICINA OCC SOLAMENTE	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

APPENDIX C

Certification of Compliance with Child Support Obligations

City of Los Angeles
Department of Water and Power
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 Wages and Earnings Assignment Orders 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. "Principal owner" means any person who owns an interest of 10 percent or more of the business or of a subcontractor assigned to City work. If there are no principal owners, please so indicate with an X here: _____ (no principal owners)
4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Please check if company has already submitted to DWP certification relative to Child Support Obligations Ordinance.

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

APPENDIX D
Draft Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Consultant: *Consultant Name*

Subject: Federal Legislative Consulting Services

Agreement Number: _____

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AGREEMENT NUMBER _____
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
Consultant Name

THIS AGREEMENT is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter the “Department” or “DWP”) and [*Consultant name*], [*location/type of corporation*] corporation (hereinafter the "Consultant"). Individually, Department and Consultant are referred to under this Agreement as a “Party” and collectively as the “Parties.”

R E C I T A L S

WHEREAS, the Department requires advocacy and assistance in developing and executing effective legislative and administrative/regulatory strategies to protect and advance the City’s interests relative to proposed Federal legislation and administrative/regulatory issues affecting utility operations of the Department; and

WHEREAS, in March, 2011, the Department released a Request for Proposals (RFP) No. 322-11 seeking proposals from qualified firms/organizations to advocate on behalf of the Department; and

WHEREAS, the Department evaluated the proposals submitted in response to the RFP, interviewed firms/organizations, and contacted references, and selected the Consultant as being the most qualified firm to provide Federal legislative consulting services; and

WHEREAS, the Consultant has reviewed the services to be provided by the Consultant incorporated in this Agreement, and represents that it has the qualities, expertise, skills, and abilities to perform such work; and

WHEREAS, the services to be performed are of an expert nature.

NOW THEREFORE, in consideration of the premises and of the covenants, representations and agreements set forth herein, the Parties hereby covenant, represent and agree as follows:

**ARTICLE I.
INTRODUCTION**

101. Parties to the Agreement

The Parties to this Agreement are:

- A. The Department having its principal office at 111 North Hope Street, Los Angeles, California 90012.
- B. The Consultant, [*Consultant name*], a [*location/type of corporation*] corporation, having its corporate headquarters located at [*Consultant address*], and having a local office at [*address, include only if applicable to contract*].

102. Representatives of the Parties and Service of Notices

102.1 Authorized Representatives

The representatives of the respective Parties authorized to administer this Agreement, including, but not limited to, Task Order and Charge Order Notice approval, and to whom formal notices, demands and communications shall be given are as follows:

- A. The authorized representatives of the Department shall be, unless otherwise stated in the Agreement:

Joseph Avila
Legislative and Regulatory Affairs
111 N. Hope St., Room 1541
Los Angeles, California 90012

With copies to:

Lisa Tashiro
Contract Administrator
Federal Legislative Consulting Services
111 N. Hope St., Room 1541
Los Angeles, California 90012

B. The authorized representatives of the Consultant shall be:

Name
Title
Division
Primary Location Address
Facsimile Number:

And

Name
Title
Division
Primary Location Address
Facsimile Number:

With Copies to:

Name
Title
Division
Primary Location Address
Facsimile Number:

102.2 Service of Notices

Unless otherwise stated herein, formal notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by personal delivery or by certified mail, overnight carrier, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the date of mailing, whichever is applicable, or in the case of a facsimile, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business days following receipt.

If the name or address of the person designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given, in accord with this section, within five (5) business days of said change.

103. Purpose of the Agreement

This Agreement is intended to furnish the Department with Federal legislative, regulatory, and administrative consulting services, including lobbying services, to advise and assist the Department in developing and executing strategies to protect and advance the Department's and the City's interests.

ARTICLE II. TERM OF THE AGREEMENT

201. Term of the Agreement

The term of this Agreement shall commence, provided the events identified in Exhibit E, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate [*number (#) of months/years*] thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained Department approval of insurance required herein.

201.1 Extension Options

At the Department's sole option, the term of this Agreement may be extended for up to an additional [*number (#) of months/years*], exercisable in [*number (#) of months/years*] increments, or any portion thereof.

202. Time is of the Essence

The Department and the Consultant understand and agree that "Time is of the Essence" in performance of this Agreement.

ARTICLE III. COMPENSATION AND METHOD OF PAYMENT

301. Compensation

301.1 Not-to-Exceed Amount

The total compensation that may be paid to the Consultant by the Department for complete and satisfactory performance of services under this Agreement shall not exceed an amount to be determined.

301.2 Authorized Expenditures

Of the total amount of compensation included in Section 301.1 above, the Department shall pay the Consultant for services to be performed, tasks to be implemented, and deliverables to be provided as specified in individual Task Orders executed in accordance Section 302, Allowable Fees and Costs, and Article V, Task Order Development and Approval, of this Agreement. The Department shall not be liable for payment of monies unless there is a written Task Order approved by the Department's authorized representative(s) identified in Section 102.1 of this Agreement. Therefore, there is no guarantee that the Consultant shall receive any amount of work during the term of this Agreement.

302. Allowable Fees and Costs

The Department shall pay for services established in a Task Order executed in accordance with Article V, Task Order Development and Approval, of this Agreement. based upon the Consultant and subconsultant labor rates established in Exhibit A, Consultant Labor Rates and Fees, which is attached hereto and made a part hereof. Such labor rates are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of Deliverables, and one electronic copy of Deliverables costs.

302.1 Reimbursement of Subconsultant Costs

The Department shall reimburse subconsultant expenses at the actual amount paid by the Consultant to the subconsultant, consistent with the subconsultant labor rates and fees established in Exhibit A, Consultant Labor Rates and Fees, or the subconsultant rates established in an authorized Task Order for services provided in accordance with an authorized Task Order and this Agreement. In the event of a conflict between the subconsultant rates established in Exhibit A, Consultant Labor Rates and Fees, and an authorized Task Order, subconsultant costs shall be reimbursed at the lowest rate.

The Consultant may invoice for direct services in the management, oversight, and administration of subconsultants, including the Consultant's reviewing and processing of subconsultant invoices. No markup by the

Consultant or subconsultant for subconsultant services of any tier shall be allowed.

302.2 Reimbursement of Travel Expenses

Travel expenses necessary to perform required work for the Department pursuant to an authorized Task Order must be pre-approved by the Department. Department approved travel expenses shall be paid by the Department at the actual cost of such expenses, consistent with Exhibit B, Allowable Travel Expenses, which is attached hereto and made a part hereof. No markup by the Consultant or subconsultant of any tier for travel expenses shall be allowed.

302.3 Other Reimbursable Expenses

Other reimbursable expenses include purchase of special equipment, necessary field supplies and facilities, testing and laboratory services, individual shipping charges in excess of ten dollars (\$10.00), materials, supplies used in the work performed for the Department pursuant to an authorized Task Order. Reimbursable expenses shall be paid by the Department at the actual cost of such expenses, the expense rates established in Exhibit A, Consultant Labor Rates and Fees, or the expense rates established in an authorized Task Order, as applicable. In the event of a conflict between the expense rates established in Exhibit A, Consultant Labor Rates and Fees, and an authorized Task Order, expenses shall be reimbursed at the lowest rate. No markup by the Consultant, subconsultant of any tier, or supplier for other reimbursable expenses shall be allowed.

Any items purchased at the request of the Department to accomplish the work in an authorized Task Order shall be charged to the Department, shall become the property of the Department, and shall be delivered to the Department by the Consultant upon request or completion of the Task Order. Any other items purchased by the Consultant for performance of services pursuant to an authorized Task Order shall be the property of the Consultant, shall not be charged to the Department, and shall not be reimbursed by the Department.

302.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight (8) hours a day, on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable shall be based on the labor rates established in Exhibit A, Consultant Labor Rates and Fees. In special circumstances an overtime or labor rate premium may be allowed

at the sole option of the Department, with prior written approval by the Department authorized representative designated in Section 102 of this Agreement.

302.5 Taxes

All costs contained herein are inclusive of any applicable State of California Sales Tax, California Use Taxes or Federal Excise Tax. Such taxes are the only taxes for which the Department shall be liable for payment and any such taxes paid by the Consultant for tangible property to be delivered to the Department pursuant to Section 302.3 of this Agreement shall be separately identified on the Consultant's invoices. The Consultant agrees to abide by the Board of Equalization's determination for all sales or use taxes and payment thereof, and shall adjust for any overpayment or underpayment of such taxes to date on the next regularly scheduled invoice following receipt of the determination. The Consultant agrees to assist the Department in preparing and filing any application for a refund of any overpayment of such taxes. In the event that pursuant to state or federal law, the Department is required to pay taxes for tangible property delivered to the Department by the Consultant pursuant to Section 302.3 of this Agreement directly to the state, the amount of said taxes shall be deducted from the costs contained herein.

303. Method of Payment

Payment for Consultant services shall be made in accordance with authorized Task Orders. The Consultant shall submit invoices to the Department in accordance with authorized Task Orders, with the billings against each individual Task Order tracked separately. Each invoice shall be accompanied by a statement detailing the services performed, tasks completed and the deliverables provided for which payment is requested, supporting documentation, and the LADWP Subcontractor Tracking Form, or its successor reporting format.

303.1 Required Invoice Information

Invoices shall be submitted by the Consultant to the Department in triplicate. The following information shall be included in each invoice submitted by the Consultant to the Department:

1. Consultant name, address, and vendor code number as registered on the Department vendor database.
2. City of Los Angeles Business Tax Registration Number
3. Date of invoice
4. Invoice number
5. Contract number

6. Summary of individual Task Orders, including amount of current invoice, total invoiced to date, total authorized Task Order amount, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order.
7. Taxes
8. Total amount of invoice
9. Description of services and deliverables provided related to each individual Task Order and associated costs
10. Supporting documentation for all costs and expenses, in a format acceptable to the Department.
11. Following certification statement signed by the Consultant:
 “I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq.
12. Approval signature blocks for Department project manager and Department authorized representative(s) identified in Section 102.1, Representative(s) of the Parties and Service of Notices, of this Agreement.
13. An accompanying LADWP Subcontractor Tracking Form, or its successor reporting format, identifying the amounts paid to each authorized subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated subconsultant percentages identified in Exhibit C, List of Subconsultants, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in subconsultant utilization.
14. Job Opportunities and Training Program: An accompanying document identifying the Consultant labor amounts paid for both the current invoice and total invoiced to date. The Consultant shall explain the amounts expended on implementation of the job opportunities and training program developed pursuant to Section 401.7 of the Agreement, the actual programs implemented, and the location and date the activities occurred.

Invoices shall be submitted to:

Lisa Tashiro
 Legislative and Regulatory Affairs
 Los Angeles Department of Water and Power

111 N. Hope St., Room 1541
Los Angeles, CA 90012

Consultant's failure to submit accurate and all required information shall result in Department's rejection of the invoice and non-payment.

303.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice the Department on a monthly basis for costs and expenses. The Consultant shall provide documents supporting costs and expenses, including copies of receipts or invoices for expenses in excess of \$25.00, summary of total hours worked by specified individual Consultant employees and the applicable hourly rate, and time sheets or payroll records as appropriate to support individual employee hours worked, with each monthly invoice. Payment shall be made within forty-five (45) calendar days of receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1 of this Agreement and authorized Task Orders.

303.3 Fixed Price Task Order Invoices

For Task Orders specifying a lump sum method of payment, payment shall be made within forty-five (45) calendar days after review and approval of the deliverable by the Department or receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1, whichever is later.

303.4 Notice of Items Not Approved for Payment

The Department project manager will review the Consultant invoice within fifteen (15) working days and notify the Consultant of any missing or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any deliverables, labor, or reimbursable expenses invoiced by the Consultant are not approved for payment, the Department shall provide the Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet with the Consultant to discuss such issues. Any disputes between the Department and the Consultant regarding invoices costs and expenses shall be resolved in accordance with Article X, Disputes, of this Agreement. The Department shall pay undisputed invoice amounts.

303.5 Notification of Status of Task Order Expenditures

The Consultant shall notify the Department in writing when costs reach 50 and 75 percent of the authorized Task Order amount. Such notice shall include an assessment of whether or not the tasks assigned in the Task Order can be completed within the authorized expenditure amount, and if not the Consultant shall propose suggested modifications to the Task Order for consideration by the Department. Failure of the Consultant to provide such written notification may result in late payment of invoices by the Department.

303.6 Timely Invoicing

All charges related to the performance of the Consultant's work or services for any Task Order, including subconsultant and other reimbursable expenses, shall be invoiced by the Consultant to the Department within six (6) months of the cost or expenses being incurred by the Consultant or subconsultant. The Department shall not reimburse the Consultant for any costs, expenses, work, or services invoiced to the Department six (6) months after the date the costs were incurred by the Consultant or subconsultant.

303.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that shall increase the Department's total obligation above the maximum authorized amount set forth in Section 301.1 of this Agreement shall be subject to prior approval by the Board of Water and Power Commissioners. The Department shall not be obligated to pay for work performed by the Consultant for any such changes made in violation of this Agreement.

ARTICLE IV. SERVICES TO BE PROVIDED

401. Services to be Provided by the Consultant

During the term of this Agreement, the Consultant shall provide the services, implement the tasks, and provide the Deliverables identified in Task Orders authorized by the Department in accordance with Article V, Task Order Development and Approval, of this Agreement and consistent with the service detailed in this Section 401.

401.1 Description of Consultant Services

The Consultant(s) shall:

Assist the Department's Legislative and Regulatory Affairs (LRA) and the Mayor's legislative staff on identifying, analyzing, tracking, and reporting on Federal legislative and administrative/regulatory activities which may impact the ability of LADWP to provide secure water and power services to the residents and businesses of the City of Los Angeles in a cost effective, reliable, and environmentally responsible manner.

Work under the direction of LRA staff on Federal legislative and administrative/regulatory initiatives which protects and/or advances the City's and Department's interests which include, but are not limited to, the following: protecting the City's local control over LADWP's water and energy assets; developing utility rights-of-way/corridors; utility related homeland security initiatives; formulating and implementing creative strategies for obtaining/leveraging Federal appropriations to support the City's power and water resource efforts including but not limited to areas of Smart Grid technology, Energy Efficiency, Energy and Water Conservation, Water Quality, Watershed Management, Wastewater, Stormwater, Groundwater Clean-up and Water Reuse/Recycling, Urban Rivers and Waterfront Revitalization as well as identifying federal grant or bond funding; advancing air quality issues and promoting municipal Broadband and telecommunications issues.

Work closely with designated LRA staff on advocating the City's and Department's legislative and administrative/regulatory goals by assisting with the development of supporting informational documents, messages, public testimony, and legislative correspondence.

Facilitate meetings with key members and staff of the U.S. House of Representatives and Senate and their committees, the Administration, and Federal regulatory agencies; and work with LADWP staff on effectively presenting the Department's and City's issues before these entities.

Work, as directed and required by LRA staff, with various trade/advocacy organizations which shall include, but not be limited to: Large Public Power Council, American Public Power Association, Southern California Public Power Association, Association of Metropolitan Water Agencies, and the Association of California Water Agencies.

Notwithstanding any other provision of this Agreement, the Consultant shall perform such other work and deliver such other items as are necessary to ensure that the services and deliverables provided under this Agreement meet the requirements set forth in this Agreement, including all Exhibits.

401.2 Department Approval of Work

All services, work, tasks, and deliverables are subject to Department approval, which approval shall not be unreasonably withheld. Failure to receive approval may result in withholding compensation for such services, work, tasks, and deliverable pursuant to Article III, Compensation and Method of Payment, of this Agreement.

401.3 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by the Department of any task or deliverable, or any part thereof, shall not relieve the Consultant of the responsibility to meet all of the requirements as set forth in this Agreement. The Consultant shall have no claim for additional costs due to correction of its errors or omissions in said previously approved Deliverables or any other action that may be necessary to comply with this Agreement, including all Exhibits, and authorized Task Orders.

401.4 Industry Standard of Care

The Consultant shall perform the work described herein in accordance with industry standards of care and shall reflect competent professional knowledge and judgment.

401.5 Additional Services

In the event that the Department requires services in addition to those specified in this Agreement, the Consultant agrees to provide such services in accordance with Article IX, Amendments and Changes to this Agreement, of this Agreement. Prior to performance of additional work, this Agreement shall be amended to include the additional work and payment therefor.

401.6 Safety and Non-Interference

The Consultant shall arrange facility visits with the Department who shall advise the Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of Department personnel when visiting any facility.

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of the Department or any other City department.

401.7 Job Opportunities and Training Program

The Consultant shall devote three percent (3%) of the total direct Consultant labor costs to job development and training activities, with approximately half of that outlay funding job opportunities for unemployed and underserved workers. The Consultant shall develop a job opportunities and training program plan that includes organized and formal activities designed to facilitate and aid in the training and hiring of job seekers, laid-off workers, youth, incumbent workers, new entrants to the workforce, veterans, and persons with disabilities in professional/engineering, skilled craft, para-professional, clerical, and administrative functions. The Consultant shall report on the job opportunities and training program plan implementation and expenditures with submittal of all invoices for payment. More frequent reports may be required at the request of the Department.

402. Department Responsibilities

If the Department, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects the Consultant's performance hereunder or if the Department is unable to approve the services, work, task, or deliverables, or perform its other responsibilities, in accordance with the agreed upon time schedule established in an authorized Task Order, the schedule may be adjusted in accordance with the provisions of Article IX, Amendments and Changes to this Agreement, of this Agreement. The Consultant agrees to cooperate with the Department to minimize, and if possible, to eliminate the impact of any delays on completion of the services, work, tasks, or deliverables. The Consultant shall promptly notify the Department if delays, regardless of the cause, begin to put the schedule or authorized Task Order budget in jeopardy.

403. Consultant Personnel

403.1. Key Consultant Personnel

Key Consultant personnel to be assigned to this Agreement are identified in the List of Key Consultant Personnel set forth in Exhibit D, which is attached hereto and made a part hereof. Exhibit D, List of Key Consultant Personnel, also contains a description of the Consultant's business location the person is assigned to, the position within the Consultant's organizational hierarchy, special expertise of the person, the number of years employed by the Consultant, and the number of years of experience for each person identified in Exhibit D. Key Consultant personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

The Department considers the services of the Consultant's key personnel listed in Exhibit D, List of Key Consultant Personnel, essential to the Consultant's performance under this Agreement. The Consultant shall not reassign any key personnel without the Department's prior written consent. The Department shall have the right to approve or disapprove the reassignment of Consultant key personnel listed in Exhibit D for any reason at its sole discretion.

403.1. Key Consultant Personnel

403.1.1 Unavailability of Key Personnel

In the event individual key personnel listed in Exhibit D are terminated either by the Consultant or the individual, with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to the Department written notification detailing the circumstances of the unavailability of the individual key personnel and designating replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel that have a level of experience and expertise equivalent to the unavailable individual key personnel for Department review and approval.

The Department shall review and approve or disapprove any personnel who are designated as key personnel. The Department shall act reasonably in exercising its discretion to approve or disapprove any key personnel.

The Consultant recognizes and agrees that early notification of the unavailability of key Consultant personnel and proposed replacement personnel is essential to avoiding delays in completing the services, work, tasks, and deliverables established in this Agreement or authorized Task Orders because the award of which was predicated upon the competency of the personal services provided.

403.2 Removal of Consultant Personnel

The Consultant agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the Department within 24 hours or as soon thereafter as is practicable.

404. Consultant Use of Subconsultants

Subconsultants, including but not limited to individuals, contract employees, sole proprietors, firms, and corporations, designated to perform work under this Agreement are identified in Exhibit C, List of Subconsultants. Exhibit C, List of Subconsultants, also contains a description of the service, task responsibilities, and anticipated participation (percentage of overall cost of services) of each subconsultant identified in Exhibit C.

Notwithstanding the fact that the Consultant is utilizing subconsultants, the Consultant shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement and authorized Task Orders.

The Department has no obligation to any subconsultant and nothing herein is intended to create any privity between the Department and the Consultant's subconsultants.

404.1 Department Pre-Approval of Subconsultants

The Department shall pre-approve, in writing, the Consultant's utilization of subconsultants in the event that additional subconsultants or substitutions for subconsultants listed in Exhibit C, List of Subconsultants, are proposed by the Consultant. This applies to individuals, contract employees, sole proprietors, firms, and corporations.

404.2 Subconsultant Subcontracting

Subconsultant's subcontracting or delegation of services is expressly prohibited unless approved in writing by the Department.

404.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Sections 404.2 and 1103, the provisions of Article VI, Ownership, and Article VII, Confidentiality, Restrictions on Disclosure, and, PSC-13, PSC-19, PSC-21, PSC-22, and PSC-24 of this Agreement.

404.4 Copies of Consultant Subconsultant Contracts

The Consultant shall provide the Department with copies of Consultant subconsultant contracts associated with the performance of this Agreement within fifteen (15) working days of execution of such contracts by the Consultant.

The Consultant is solely responsible for ensuring that all subcontracts comply with the provisions and the terms of this Agreement, as applicable.

ARTICLE V. TASK ORDER DEVELOPMENT AND APPROVAL

501. Task Order Development

During the term of this Agreement the Department shall have the right to request Task Orders within the general scope of work contemplated by this Agreement and consistent with Exhibit A, Consultant Labor Rates and Fees. Task Orders may be based either upon a lump sum or a time and materials basis.

501.1 Task Order Proposal

A Department Task Order proposal shall specify the following:

1. Purpose and Objective
2. Prerequisites to Consultant's performance
3. Scope of Work
4. Schedule
5. Premises (assumptions, conditions, restrictions, project location, etc.)
6. Key Consultant and subconsultant personnel required for the task
7. Applicable rate schedules
8. Method of compensation (i.e. lump sum or time and materials)
9. Department designated Task Order administrator, if different than the project manager identified in Section 102.1 of this Agreement.

501.2 Task Order Development

Within ten (10) calendar days following the Consultant's receipt of the Department's written Task Order proposal, the Consultant, at its own expense, shall prepare and deliver to the Department a written response to the Department's request evaluating the Task Order proposal for completeness, clarity, ability to perform the work and services, schedule,

and proposed use of subconsultants and Consultant personnel. The Consultant may suggest to the Department that changes be made to the work and services contemplated in the Task Order proposal. The Consultant shall provide the Department with a detailed cost estimate, including identification of all required personnel, rates, and hours of effort, for the requested Task Order proposal.

In the event that subconsultants, Consultant personnel, or expenses not included in Exhibit C, List of Subconsultants, or Exhibit A, Consultant Labor Rates and Fees, are required by the Consultant to complete the task, the Task Order shall specifically include such additions to the appropriate Agreement Exhibits for approval and authorization by the Department.

The Consultant shall provide a summary of overall subconsultant utilization for the Task Order and the Agreement as whole, and explain any deviations from the anticipated subconsultant participation identified in Exhibit C, List of Subconsultants, and recommendations for recovering any shortfalls in subconsultant utilization.

Upon the Department's review of the Consultant's written response to the Task Order proposal, the Department and Consultant shall cooperatively work to develop a Task Order. To that end, informal exchanges between the Consultant and Department Task Order administrator or project manager are encouraged to aid in the development of a Task Order.

The Department and the Consultant agree to make a good faith effort to reach a mutually agreed upon lump sum or time and materials Task Order for services based upon the Consultant labor rates established in Exhibit A, Consultant Labor Rates and Fees. Failure to agree on the price of such Task Orders shall be treated as a dispute and subject to the provisions of Article X, Disputes, of this Agreement.

501.3 Task Order Approval and Authorization

A Task Order executed by the Department's authorized representative(s) as identified in Section 102.1 of this Agreement, or their designee established in writing, shall be delivered to the Consultant for execution, consistent with Section 102.1 of this Agreement. The Task Order shall contain the full and complete agreement among the Parties regarding the work and services contemplated in the Task Order. The Department shall not be liable for payment for Consultant services, work, task, deliverables or costs which are performed outside an authorized Task Order.

501.4 Task Order Modifications

The Department or Consultant may seek modifications to an authorized Task Order to address needed services, work, tasks, deliverables, or costs associated with the task assignment or to address changed conditions. Such Task Order modifications shall be processed in accordance with the Task Order development procedures established in this Article V, Task Order Development and Approval.

The Consultant shall notify the Department in writing as soon as the Consultant becomes aware that the tasks assigned in an authorized Task Order may not be able to be completed for the authorized expenditure amount. In such an event the Consultant shall propose suggested modifications to the Task Order for consideration by the Department. The Consultant agrees and acknowledges that failure to provide such notice to the Department could result in negative impacts to the Department and project completion.

ARTICLE VI. OWNERSHIP

601. Ownership Rights

It is understood and agreed that the deliverables are being developed by the Consultant for the sole and exclusive use of the Department and that the Department shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. All work performed by the Consultant on deliverables and any supporting documentation therefore shall be considered as "Works-Made-for-Hire" (as such are defined under the U.S. Copyright Laws and international treaties) and, as such, shall be owned by and for the benefit of the Department. The Department owns any and all trademarks, patents, copyrights, and any other intellectual property rights for any and all deliverables generated as a result of this Agreement, regardless of the state of completion of said deliverables.

In the event it should be determined that any of such deliverables or supporting documentation, or parts thereof, do not qualify as a "Works-Made-for-Hire" the Consultant shall and hereby does transfer and assign to the Department for no additional consideration, all right, title, and interest that it may possess in such deliverables and documentation including, but not limited to, all copyrights to the work and all rights comprised therein, and all proprietary rights relating thereto. Upon request, the Consultant shall take such steps as are reasonably necessary to enable the Department to record such assignment. Further, the Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the Department all rights, title, and interest, including copyrights to all such "Works-Made-for-Hire."

601.1 Use of Deliverables

The Department has the right to use or not use the deliverables and to use, reproduce, re-use, alter, modify, edit, or change the deliverables as it sees fit and for any purpose. If the Department determines that a deliverable, or any part thereof, requires correction prior to Department approval, the Department has the absolute right to use the deliverable until such time as the Consultant can remedy the identified deficiency.

601.2 Execution of Ownership Documents

The Consultant shall sign, upon request, any documents needed to confirm that the Deliverables or any portion thereof are "Works-Made-for-Hire" and to effectuate the assignment of its rights to the Department.

602. Warrant Against Infringement

The Consultant warrants that the performance of the services by the Consultant or its subconsultants of any tier, pursuant to this Agreement, shall not in any manner constitute an infringement or other violation of any trademark, copyright, patent and/or trade secret of any third party.

603. Subconsultants Subject to This Article VI

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article VI, Ownership. The Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the Department all rights, title, and interest, including copyrights to all Deliverables and other "Works-Made-for-Hire."

604. Survival of Provisions

The provisions of this Article VI, Ownership, shall survive termination and expiration of this Agreement.

604.1 Use of Existing Proprietary Works

As part of the Consultant's provision of the services hereunder, the Consultant may utilize pre-existing proprietary works of authorship that have not been created specifically for the Department, including without limitation methodologies, templates, and research, as well as, ideas, concepts, know-how, analytical approaches, and analytical processes which have been originated, developed or purchased by the Consultant or

by third parties under contract to the Consultant that have not been created specifically for the Department (all of the foregoing, collectively, “Consultant’s Information”). For the purposes of this Agreement, Consultant’s Information shall remain the sole and exclusive property of the Consultant. The Consultant and the Department, including Department consultants, shall have the right to use for themselves and other clients the ideas, concepts, and know-how developed during the performance of work and tasks under this Agreement and retained in the unaided memory, provided they do not infringe upon the Department’s copyright or patent rights as set forth in this Article V, Ownership. The Department acknowledges that the Consultant provides consulting and services to other clients, and agrees that nothing hereunder shall be deemed to prevent the Consultant from carrying on such business.

ARTICLE VII. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

701. Confidentiality

All documents, records, and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of the Department. All documents, records and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for the Department shall be used only for the purpose of carrying out Department business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of Department documents, records, and information in its possession.

701.1 Document Access/Control

- A. The Consultant shall make the confidential information provided by the Department to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, available to its employees, agents and /or subconsultants, only on a need-to-know basis. Further, the Consultant shall provide written instructions to all of its employees, agents and subconsultants, with access to the confidential information about the penalties for its unauthorized use or disclosure.

- B. The Consultant shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- C. The Consultant shall not remove documents, records, or information used or reviewed in connection with the Consultant's work for the Department from Department facilities without prior approval from the Department. The Consultant shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by the Department that are reviewed during work on this Agreement.
- D. The Consultant shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information. Provided however, with prior written approval from the Department, the Consultant may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
- E. The Consultant shall document and immediately report to the Department any unauthorized use or disclosure of confidential information of which the Consultant becomes aware.
- F. The Consultant shall require that all its employees, agents, and subconsultants who shall, or may, review, be provided, or have access to Department data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VII, Confidentiality and Restrictions on Disclosure, prior to performing work under this Agreement.

701.2 Return of All Documents to the Department

The Consultant shall, at the conclusion of this Agreement or at the request of the Department, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Consultant during the course of work under this Agreement to the Department, and all paper and electronic copies thereof. Provided however, the Consultant may retain duplicates and originals, as appropriate, of Consultant's administrative communications, records, files,

and working papers relating to the services provided by the Consultant pursuant to this Agreement. Consultant shall under no circumstances retain any copies of Department financial of Department employee or customer confidential data or information.

701.3 Work Product and Deliverable Confidentiality

Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Consultant shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Consultant may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Consultant does not disclose any non-public information. The Consultant may not release any information, whether or not such information is public information, to the media without prior written approval from the Department.

701.4 Subconsultants Subject to This Article VII

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article VII, Confidentiality and Restrictions on Disclosure.

702. Survival of Provisions

The provisions of this Article VII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

703. Reference Checks

To the extent permitted by applicable law, the Department may conduct reference checks on the Consultant, its employees, agents, and subconsultants who shall have, or may have, access to Department customer, employee, power system, or water system information and data during performance of this Agreement. The Consultant recognizes the highly sensitive nature of such information and data and agrees to cooperate with the Department and provide, to the extent permitted by applicable law, whatever information the Department requires in order to conduct reference checks. The Department may request changes to Consultant personnel pursuant to Section 403.2 of this Agreement in response to reference check information, and the Consultant shall accommodate such request for personnel changes.

**ARTICLE VIII.
TERMINATION AND SUSPENSION**

801. Termination for Convenience

- A. The Department may terminate this Agreement, or any part hereof, for its convenience upon giving at least thirty (30) calendar days written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.
- B. After receipt of a notice of termination and except as otherwise directed by the Department, the Consultant shall:
 - 1. Stop work under the Agreement on the termination effective date and to the extent specified in the notice of termination.
 - 2. Deliver to the Department, within ten (10) calendar days after termination, any and all data, reports, other documents, and deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.
 - 3. Transfer title to the Department (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by the Department, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- C. The amount due the Consultant by reason of termination for the Department's convenience shall be determined as follows:
 - 1. The Consultant shall be paid on the basis of work completed as set forth in authorized Task Orders after Department review and approval of the work.
 - 2. The Consultant shall also be compensated by the Department on a percentage completed basis of the applicable Deliverables for work in process, when appropriate, in compliance with authorized Task Orders after Department review and approval of the work.

802. Termination for Cause

- A. The Department may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten (10) calendar days from the date of the Department's notice of breach to cure, or diligently commence to cure such breach. The Department's notice of

breach shall include a time and location for the individuals identified in Section 102.1 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of breach. If the Consultant is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten (10) day timeframe, the Department may terminate this Agreement anytime thereafter upon providing the Consultant written notice.

- B. If this Agreement is terminated for cause, the Consultant shall comply with Section 801B, above. The Department shall pay for the Department accepted deliverables, less the amount of any damages incurred as a result of the Consultant's failure to perform its responsibilities under this Agreement.

803. Suspension of Work

The Department may orally direct the Consultant to suspend, and to subsequently resume performance of all or any of the work. Such Department direction shall be confirmed in writing. In the event that the Department suspends work, the authorized Task Order scheduled and budget shall be adjusted as appropriate in accordance with the provisions of Section 501.4 of this Agreement.

ARTICLE IX. AMENDMENTS AND CHANGE TO THE AGREEMENT

901. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the Consultant, extension of the term, and any increase or decrease in the amount of compensation authorized in Section 301.1 of this Agreement, agreed to by the Parties, shall be incorporated into this Agreement by a written amendment properly executed and signed by the Board of Water and Power Commissioners and the person(s) authorized to bind the Consultant thereto.

Agreement extensions that result in an Agreement term of greater than three (3) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

902. Change Requests

902.1 Department Change Requests

During the term of this Agreement the Department shall have the right to request changes to the work within the general scope of work

contemplated by this Agreement and consistent with the work described in Section 401, Services to be Provided by the Consultant, of this Agreement. A "change," as that term is used in this Section means adjustments made within the scope of the services to be provided by the Consultant established in Section 401 of this Agreement, including adjustments to schedule, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 301.1 of this Agreement. The Department shall make a formal written request with respect to each change it desires to make.

902.2 Change Order Development

Within ten (10) calendar days following the Consultant's receipt of the Department's written change request, the Consultant, at its own expense, shall prepare and deliver to the Department written statement that includes the following:

1. Impact that the change would have on existing Consultant service requirements and characteristics;
2. Impact of the change on authorized Task Orders and any other part of this Agreement.

The Consultant may suggest to the Department that changes be made to the work within the general scope of the work contemplated in this Agreement. All such suggested changes shall be made in accordance with the provisions of this Section.

Upon the Department's review of the Consultant's written response to the change request proposal, the Department and Consultant shall cooperatively work to develop a change order. To that end, informal exchanges between the Consultant and Department are encouraged to aid in the development of a change order.

902.3 Change Order Approval and Authorization

Upon approval of the Consultant's written statement prepared pursuant to Section 902.2, the Department's authorized representatives as identified in Section 102.1, of this Agreement, or their designee established in writing, the Department shall deliver to the Consultant a change order (hereinafter ("Change Order Notice") for execution, consistent with Section 102.1 of this Agreement. The Change Order Notice shall contain the full and complete agreement among the Parties regarding the modifications to the scope of services to be provided.

903. Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- (a) Latest Amendment
- (b) Agreement
- (c) Latest Change Order
- (d) Task Assignment
- (e) Other reference documents
- (f) Response

ARTICLE X. DISPUTES

1001. Disputes

1001.1 Dispute Resolution

Both Parties shall agree to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, the Department and the Consultant shall schedule a meeting of the individuals identified in Section 102.1 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within 10 days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter. No verbal or written agreement nor conversation with any officer or employee of either Party, including, but not limited to, proposals, e-mails, and other communications, shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified

except as provided for in Article IX, Amendments and Changes to the Agreement.

1001.2 Continued Work

The Consultant and the Department shall continue to perform work under the Agreement during any dispute.

1001.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et seq.*

ARTICLE XI. STANDARD PROVISIONS

1101. Standard Provisions for Department Contract

The Consultant shall comply with the *Standard Provisions for Department of Water and Power Professional Service Contracts (Revised June, 2007)*, which are attached hereto as Exhibit E, and made a part hereof.

Except as amended below, the Consultant shall comply with the *Standard Provisions for Department of Water and Power Professional Service Contracts (Revised June, 2007)*, which are attached hereto as Exhibit E, and made a part hereof.

PSC- 12 is amended to read as follows:

1102. Audit Cost Recovery

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision of the Standard Provisions PSC-22 for Department of Water and Power Professional Service Contracts reveals that the Department overpayment to the Consultant is more than 5% of the billings reviewed, the Consultant shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Consultant to the Department within fifteen (15) calendar days of notice to the Consultant of the costs and expenses.

1103. Infringement of Intellectual Property Rights

- A. Consultant will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against the Department, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trade marks, service marks, and other proprietary information or rights (collectively "Intellectual Property Rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant in the construction of the work under this Agreement; or (2) as a result of the Department's actual or intended use under the specifications contained herein by the Department of any product furnished by Consultant (herein after "Consultant Product". Consultant Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Consultant also shall indemnify the Department against any loss, cost, expense, liability, and damages finally awarded against the Department for settlement as a consequence of such Action.
- B. Consultant, however, shall have no liability to the Department hereunder with respect to any claim of infringement which is based upon the combination or utilization of the Consultant Product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by the Department of the Consultant Product furnished hereunder.
- C. In Consultant's defense of the Department, negotiation, compromise, and settlement of any such infringement action, the Department shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the City Charter, particularly Article II, Sections 271, 272 and 273 thereof.
- D. In addition, if any part of the Consultant Product (a) becomes the subject of an action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, Consultant shall, with the Department's consent, do one of the following immediately. Consultant shall at its expense either: i) procure for the Department the right to continue using said part of the product; ii) replace the product with a functionally equivalent, non-infringing product; or iii) modify the Product so it becomes non-infringing.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the Department or diminish the intended benefits and use of the Consultant Product by the Department under the specifications herein. If Consultant proves to the Department's satisfaction that none of option (i), (ii), or (iii) is commercially feasible, Consultant shall instead refund the full purchase price of the product.

- E. Rights and remedies available to the Department hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.
- F. This Section 1103 shall survive the expiration or other termination of this Agreement.

1104. Avoidance of Conflicts of Interest

Consultant will not accept any employment during the term of the Agreement from any other party if such employment is, could represent, or could lead to a conflict of interest between the Department, Consultant, or the other party.

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Section 110X, Conflict of Interest.

ARTICLE XII. ENTIRE AGREEMENT

1201. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except provided by Article IX, Section 902.1, Department Change Request, signed on behalf of the Department and Consultant and by their duly authorized representatives. Any purported oral amendment to this Agreement shall have no effect.

1202. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty(30) pages and eight (8) Exhibits, which constitute the complete understanding among the Parties.

1203. Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

For: DEPARTMENT OF WATER AND
POWER OF THE CITY OF LOS
ANGELES BY BOARD OF WATER
AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

For: *CONSULTANT'S NAME*

By: _____
Ronald O. Nichols
General Manager

By: _____
Managing Principal

Date: _____

Date: _____

And: _____
Secretary

By: _____
Vice-President

Date: _____

City Business Tax Registration Certificate Number:
Internal Revenue Service ID Number:
Agreement Number _____

EXHIBIT A

Consultant Labor Rates and Fees

Labor Category	Monthly Retainer Rate
<i>Contractor's Name</i>	
<i>Subcontractor 1</i>	
<i>Subcontractor 2</i>	

EXHIBIT B

ALLOWABLE TRAVEL AND LIVING EXPENSES

The Department will reimburse the Consultant, at actual cost, for reasonable, necessary, authorized and approved incidental expenses while performing the work. These expenses will include, but not limited to:

- 1.1 Air Fare and Car Rental:
Air fare is limited to coach class only. Car rental is limited to one compact rental per 4 passengers per trip. Original receipts for airfare and car rental must be submitted.
- 1.2 Meal and Lodging Expenses:
 - 1.2.1 Meal expenses up to a maximum limit of \$54.88 per day. This should include taxes and tips. The following Breakdown for Meals shall be used as a guideline:

Breakfast	\$13.23
Lunch	\$17.05
Dinner	\$24.60

Meal receipts must be the detailed receipts. Reimbursement will not be made for alcoholic beverages.
 - 1.2.2 Lodging expenses up to a maximum limit of \$175.70 per day (Los Angeles area). This should include taxes and tips. Lodging receipts must show paid in full with zero balance owed.
 - 1.2.3 Meals and Lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in this Agreement.
 - 1.2.4 Original receipts must be submitted for necessary travel expenses \$25.00 or more.
- 1.3 Mileage for non-rental car travel will be paid at the rate per Department's Administrative Bulletin for Mileage Reimbursement in effect at the time of travel. As of January 1, 2011, this rate is fifty-one cents (\$0.51) per mile.

No additional mark-up on Contractor or subcontractor work will be allowed.

EXHIBIT C

List of Subconsultants

The following subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Task/Service Responsibilities	Location	Firm Type (MBE/WBE/OBE)	Anticipated Compensation*

* Subconsultant participation is estimated and may be modified to reflect actual services requested.

EXHIBIT D

List of Key Consultant Personnel

The following people are designated as Consultant's Key Personnel:

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant/ Experience
					10/20

EXHIBIT E

STANDARD PROVISION FOR DEPARTMENT OF WATER AND POWER PROFESSIONAL SERVICE CONTRACTS

PSC-1 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against the Department or the Consultant. The word "Consultant" herein and in any amendment hereto includes the Party or Parties identified in this Agreement wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one Consultant herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of feminine, masculine, or neuter gender shall be deemed to include the genders not used.

PSC-2 Number of Originals

The number of original texts of this Agreement shall be equal to the number of the Parties hereto, one text being retained by each Party.

PSC-3 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

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

The provisions of this section shall survive the expiration or termination of this Agreement.

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PSC- 4 Time of Effectiveness

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

- (a) This Agreement has been signed on behalf of the Consultant by the person(s) authorized to bind the Consultant hereto.
- (b) This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- (c) The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- (d) This Agreement has been signed on behalf of the Department by the person designated by the Board, officer or employee authorized to enter into this Agreement.

PSC-5 Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements and understandings, whether written or oral, relating hereto. This Agreement may be amended only as provided for in paragraph SP-6.

PSC-6 Amendment

All amendments hereto shall be in writing and signed on behalf of both Parties by the persons authorized to bind the Parties hereto.

PSC-7 Excusable Delays

In the event that performance on the part of any Party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder shall include, but are not limited to, acts of God or of the public enemy; insurrection; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; to the extent that they are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.

EXHIBIT E

PSC-8 Breach

Except for excusable delays as defined in PSC-7, if any Party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation, warranty, certification or other statement made by it be untrue, any aggrieved Party may avail itself of all rights and remedies, at law or equity, in the courts of law.

PSC-9 Waiver

A waiver of a default of any part, term, or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default.

PSC-10 Independent Consultant

The Consultant is acting hereunder as an independent contractor and not as an agent or employee of the Department or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's subconsultants, suppliers, employees, and agents, shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Department for any purpose whatsoever. The Consultant shall not be entitled to any Department or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

PSC-11 Prohibition Against Assignment or Delegation

The Consultant may not, unless it has first obtained the written permission of the Department, such permission may be withheld at the Department's sole discretion for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Consultant

- (a) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12 Licenses and Certifications

The Consultant and its officers, agents, and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Consultant's performance hereunder and shall pay any fees required therefor. Such licenses, permits, certifications shall be specific to the State of California or regional regulatory agencies, as applicable to Consultant's services, work, task, and deliverables pursuant to this

EXHIBIT E

Agreement. Consultant agrees to immediately notify the Department of any suspension, termination, lapse, non-renewal, or restriction of such licenses, permits, certifications, or other documents.

PSC- 13 Non Discrimination/Equal Employment Practices/Affirmative Action

The Consultant shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States, the State of California, and the City of Los Angeles. In performing this Agreement, the Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The Consultant shall also comply with all rules, regulations, and policies of the Department relating to nondiscrimination and affirmative action, including the filing of applicable forms or affirmative action plan.

Any subcontract entered into by the Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the Consultant to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject the Consultant to the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

PSC-14 Claims for Labor and Materials

The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against the Department or City of Los Angeles or any of their respective property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC- 15 Los Angeles City Business Tax Registration Certificate Required

The Consultant represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Section 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC -16 Bonds

Duplicate copies of all bonds which may be required hereunder shall conform to the Department requirements established by Los Angeles City Charter, ordinance or policy

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and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17 Indemnification Provisions

Indemnification for Design Professionals Relating to Construction Contracts Relative to California Civil Code Section 2782

Except for the sole negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify and hold harmless the Department, the City of Los Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to negligence, recklessness or willful misconduct of the Consultant, or negligent non-performance, or negligent breach of this Agreement, including but not limited to any such negligent act, error or omission or recklessness, or willful misconduct by or of the Consultant or Consultant's officers, employees, agents or subconsultants of any tier, that results in death or injury to any person, or damage or destruction to property of any kind, or loss of use (hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

Indemnification for Non-Design Professionals

Except for the gross negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify and hold harmless the Department, the City of Los Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to performance, non-performance or breach of this Agreement, or willful misconduct or any other act, error or omission by or of the Consultant or Consultant's officers, employees, agents or subconsultants of any tier, including but not limited to any

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such act, error or omission or willful misconduct that results in death or injury to any person, including but not limited to Consultant, Consultant's officers, employees, agents, and subconsultants of any tier, or damage or destruction to property of any kind, of either Party hereto, or of third Parties, or loss of use (hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part because they are violative of any law or public policy, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

PSC-18 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to the Department, is required to be submitted by the Consultant and must be maintained current by the Consultant throughout the term of this Agreement. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions

1. Additional Insured Status Required

Consultant 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 on the attached Contract Insurance Requirements page. 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, the Department, the Board, and all of their respective officers, employees and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Consultant's acts or omissions in its performance of this Agreement, hereunder or other related functions performed by or on behalf of Consultant. Such insurance shall not limit or qualify the liabilities and obligations of the Consultant assumed under this Agreement.

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2. Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverage) shall contain a Severability of Interest and 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 Liability 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."

3. Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by the Department where liability arises out of or results from the acts or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

4. Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department, its board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Consultant in its operations.

5. Proof of Insurance for Renewal or Extension Required

At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Requirement page, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Department. If such coverage is canceled or reduced in coverage, Consultant shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the Department evidence that the required

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insurance has been reinstated or provided through another insurance company or companies.

6. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Consultant shall provide proof to the Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverage shall be filed with the Department prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for the Department, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

7. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Consultant shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the agreement under which the work was performed.

8. Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend this Agreement.

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9. Periodic Right to Review/Update Insurance Requirements

The Department and Consultant agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Consultant to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. The Department reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

10. Specific Insurance Requirements

See Attachment 1, "Contract Insurance Amount Requirements."

C. Worker's Compensation

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

PSC-19 Child Support Policy

The Consultant and any subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any subconsultant(s)' employees. The Consultant and any subconsultant(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 Consultant and any subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an 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 Consultant and any subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

Failure of the Consultant and/or any subconsultant(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 this Agreement. Failure of the Consultant and/or any subconsultant(s) or principal owner(s) thereof to cure the default within ninety (90)

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calendar days of notice of such default by the Department shall subject this Agreement to termination.

The Consultant will contractually require all subconsultants performing services under this Agreement to comply with the provisions of this section.

PSC-20 Service Contract Worker Retention Ordinance and Living Wage Policy

A. General Provisions

This Agreement is subject to the Service Consultant Worker Retention Ordinance (SCWRO), Section 10.36 et. seq., and the Living Wage Ordinance (LWO), Section 10.37 et. seq., of the Los Angeles Administrative Code. The Ordinances require that, unless specific exemptions apply, employers who are awarded service contracts that involve expenditures in excess of \$25,000, and have a duration of at least three months; and any persons who receive City financial assistance of one million dollars or more in any 12-month period, shall comply with the following provisions of the ordinances:

- (a) Retention for a ninety (90) calendar day transition period, the employees who were employed for the preceding twelve (12) months or more by the terminated Consultant or subconsultant, if any, as provided for in the SCWRO;
- (b) Payment of a minimum initial wage rate to employees as defined in the current LWO, Employee Information Form OCC/LW-6 and /or Subcontractor's Declaration of Compliance Form OCC/LW-5..

B. Termination Provisions

Under the provisions of Section 10.36.3(c) and Section 10.37.5 of the Los Angeles Administrative Code, the Department shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available, if the Department determines that the subject Consultant or financial assistance recipient violated the provisions of the referenced Code Section.

C. Invoice Provisions

All invoices related to SCWRO and LWO Contracts shall contain the following statement:

“The Consultant fully complies with Section 10.36 et. seq. and Section 10.37 et. seq., of SCWRO and LWO,

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respectively, of the Los Angeles Administrative Code.”

PSC-21 American with Disabilities Act

The Consultant hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Consultant will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability. Any subcontract entered into by the Consultant, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-22 Standard Provisions for Department of Water and Power Professional Service Contracts – Retention of Records, Audit, and Reports (revised October 16, 2007)

Consultant shall maintain, and shall cause Consultant’s subconsultants and suppliers as applicable to maintain all records pertaining to the management of this Agreement and, related subcontracts, and performance of services pursuant to this Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement. If the Consultant, the Consultant’s subconsultants and/or suppliers are required to submit cost or pricing data in connection with this Agreement, the Consultant must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by Department personnel or by the Department’s agents (herein after “Authorized Auditors”), for a period of not less than four (4) years following final payment made by the Department hereunder or the expiration date of this Agreement, whichever is later.

The Consultant shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the Consultant’s offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the Consultant on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Consultant shall not, however, be required to furnish the Authorized Auditors with commonly available software.

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Consultant, and the Consultant's subconsultants and suppliers, as applicable to the services provided under this Agreement, shall be subject at any time with fourteen (14) calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Consultants that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, the Consultant will be provided fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to the Department prior to the examination's or audit's finalization and public release.

If the Authorized Auditor's examination or audit indicates the Consultant has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the Consultant to the Department within fifteen (15) calendar days of notice to the Consultant of the identified overpayment.

The Consultant shall contractually require all subconsultants performing services under this Agreement to comply with the provisions of this section by inserting this provision PSC- 22 in each subconsultant contract and by contractually requiring each subconsultant to insert this provision PSC-22 in any of its subconsultant contracts related to services under this Agreement. In addition, Consultant and subconsultants shall also include the following language in each subconsultant contract:

“The Department of Water and Power is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of the Department of Water and Power. The designation of the Department of Water and Power as a third party beneficiary of the audit provision shall not confer any rights or privileges on the Consultant, subconsultant or any other person/entity.”

The provisions of this section shall survive expiration or termination of this Agreement.

PSC-23 Discount Terms

Consultant agrees to offer the Department any discount terms that are offered to its best customers for the goods and services at the same level and volume to be provided

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hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24 Consultant Responsibility

By signing this Agreement the Consultant pledges, under penalty of perjury, to comply with all applicable federal, state, and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which effect employees. The Consultant further agrees to provide written notice to the Department within thirty (30) calendar days after being notified or acquiring knowledge of the following: 1) that any government agency has initiated an investigation which may result in a finding that the Consultant, or any of its subconsultants of any tier, is not in compliance with any applicable federal, state, and local laws in the performance of this Agreement; 2) all findings by a government agency or court of competent jurisdiction that the Consultant, or any of its subconsultants of any tier, has violated any applicable federal, state, and local laws.

Further, by signing this Agreement the Consultant pledges, under penalty of perjury, that the Consultant has not been found by a court of competent jurisdiction to have violated the California or Federal False Claims Act with an act of moral turpitude or committed a crime involving moral turpitude. The Consultant further agrees to notify the Department within thirty (30) calendar days of any adverse finding by a court of competent jurisdiction related to the Consultant's violation of the California or Federal False Claims Act with an act of moral turpitude or committed a crime involving moral turpitude.

The Consultant shall contractually obligate all Consultant subconsultants to comply with all applicable federal, state, and local laws in the performance of this Agreement and report any governmental agency investigations or violations of such applicable federal, state, and local laws or violations of the California or Federal False Claims Act to the Department, consistent with the provisions of this Section.

PSC-25 Warranty and Responsibility of Consultant

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

PSC-26 Minority, Women, and Other Business Enterprise Outreach

Consultant agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in this Agreement, if any. Consultant shall not change any of these designated subconsultants, nor shall Consultant reduce their level of effort, without prior written approval of the Department, provided such approval shall not be unreasonably withheld.

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PSC-27 Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by Consultant or Consultant's subcontractors under this Agreement shall be and remain the property of the Department for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC-28 Department of Water and Power's Recycling Policy

The Consultant shall submit all written documents on paper with a minimum of thirty (30) percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to the Department.

PSC-29 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

PSC-30 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted to, create any rights in any nonsignatory to this Agreement.

PSC-31 Consultant's Successors and Assigns

All indemnifications and warranties provided by the Consultant pursuant to this Agreement will be assumed by and binding upon the Consultant's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC-32 Attorney's Fees and Costs

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

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ATTACHMENT 1 CONTRACT INSURANCE REQUIREMENTS

EXHIBIT E

CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER For Contractors, Service Providers, Vendors, and Tenants

For Internal Use Only:

Risk Cat. L

Agreement/Activity/Operation: Services - Federal Lobbying H
 Reference/Agreement: RFP at 9/10
 Term of Agreement: Up to Three Years
 Contract Administrator and Phone: Lisa Tashiro
 Buyer and Phone Number: Cynthia Shaw
 Risk Manager /Date: AMN/9-8-10/Revised to Update Buyer 11-2-10

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required.

PER OCCURRENCE LIMITS

- () WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: ()
 (x) Broad Form All States Endorsement () US L&H (Longshore and Harbor Workers)
 () Jones Act (Maritime Employment) () Outer Continental Shelf
 (x) Waiver of Subrogation () Black Lung (Coal Mine Health and Safety)
 () Other: _____ (x) Other: Proof by COI/WOS endt
- () AUTOMOBILE LIABILITY: ()
 (x) Owned Autos () Any Auto
 (x) Hired Autos (x) Non-Owned Auto
 () Contractual Liability (x) Additional Insured
 () MCS-90 (US DOT) () Trucker's Form
 () Waiver of Subrogation (x) Other: Proof by COI/AI endt
- () GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate ()
 (x) Broad Form Property Damage (x) Contractual Liability (x) Personal Injury
 (x) Premises and Operations (x) Products/Completed Ops. (x) Independent Contractors
 () Fire Legal Liability () Garagekeepers Legal Liab. () Child Abuse/Molestation
 () Corporal Punishment () Collapse/Underground () Explosion Hazard
 () Watercraft Liability () Pollution (x) Addition Insured Status
 () Waiver of Subrogation () Airport Premises () Hangarkeepers Legal Liab.
 () Marine Contractors Liability () Other: _____ (x) Other: Proof by COI/AI endt
- (x) PROFESSIONAL LIABILITY: ()
 (x) Contractual Liability () Waiver of Subrogation () \$1,000,000.00
 () Additional Insured () Vicarious Liability Endt. (x) 3 Year Discovery Tail
 (x) Other: Proof by COI/CL endt
- () AIRCRAFT LIABILITY: ()
 () Passenger Per Seat Liability () Contractual Liability () Hull Waiver of Subrogation
 () Pollution () Additional Insured () Other: _____
- () PROPERTY DAMAGE: () Loss Payable Status (AOIMA) ()
 () Replacement Value () Actual Cash Value () Agreed Amount
 () All Risk Form () Named Perils Form () Earthquake: _____
 () Builder's Risk:\$ _____ () Boiler and Machinery () Flood: _____
 () Transportation Floater:\$ _____ () Contractors Equipment\$ _____ () Loss of Rental Income: _____
 () Scheduled Locations/Propt. () Other: _____ () Other: _____
- () WATERCRAFT: ()
 () Protection and Indemnity () Pollution () Additional Insured
 () Waiver of Subrogation () Other: _____ () Other: _____
- () POLLUTION: ()
 () Incipient/Long Term () Sudden and Accidental () Additional Insured
 () Waiver of Subrogation () Contractor's Pollution () Other: _____
- () CRIME: () Joint Loss Payable Status () Additional Insured ()
 () Fidelity Bond () Financial Institution Bond () Loss of Monies/Securities
 () Employee Dishonesty () In Transit Coverage () Wire Transfer Fraud
 () Computer Fraud () Commercial Crime () Forgery/Alteration of Docs.
 () Other: _____ () Other: _____
- () ASBESTOS LIABILITY: () Additional Insured ()

APPENDIX E

Los Angeles City Business Tax Registration Certificate

ANTOINETTE CHRISTOVALE
DIRECTOR OF FINANCE

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

OFFICE OF FINANCE
CITY HALL
200 NO. SPRING ST., ROOM 101
LOS ANGELES, CA 90012-5701
(USE MAIN ST. ENTRANCE)

(213) 473-5901
FAX (213) 978-1548
WWW.CITYOFLA.ORG/FINANCE

IMPORTANT NOTICE

Dear City of Los Angeles Vendor:

Re: Tax Registration Certificate (TRC) and/or Vendor Registration Number (VRN)

On October 14, 1987, the City of Los Angeles Controller's Office implemented a program designed to ensure that all businesses (hereafter referred to as vendors), which contract to provide goods or services to the City, have fully complied with all business tax requirements. As such, each vendor must provide the Controller's Office with a registration account number issued by the Los Angeles Office of Finance, prior to being paid for any goods or services provided.

The Office of Finance is responsible for the collection of various taxes, fees, and charges as required under the Los Angeles Municipal Code. Section 21.03 L.A.M.C. (Imposition of Tax) requires persons engaged in any business or occupation within the City of Los Angeles to register and pay the required tax due. Businesses, including vendors, owing a business tax are issued a Tax Registration Certificate (TRC). However, in some cases businesses are not required to pay a business tax, depending on the nature and location of that business. In those cases, the vendor is issued a Vendor Registration Number (VRN). In order to be paid under contract with the City, a Tax Registration Certificate Number (TRC) or Vendor Registration Number (VRN) must be provided to the Controller's Office.

In order to obtain the required registration number, please complete and return the enclosed application (Exhibit A), along with the appropriate attachments, based on your business activity. Applications are reviewed by Office of Finance personnel and the appropriate registration number will be issued. An annual business tax is due upon issuance of a Tax Registration Certificate Number (TRC). All Vendor Registration Numbers (VRN) will be reviewed on an annual basis.

Additionally, non-profit organizations may apply for an exempt Tax Registration Certificate. Applications for exemption of the City of Los Angeles business tax are reviewed by the Office of Finance and/or the Los Angeles Police Department, Commission Investigation Division, Charitable Services Unit to determine if an exemption should be granted. The determination is generally completed in approximately thirty (30) days from the date all required documentation is submitted.

If you require non-profit tax exemption information, please contact the Tax Exemption Unit at (213) 978-3050, or if you have questions regarding Vendor Registration, please contact the Special Desk Unit at (213) 473-5901.

Enclosures

(Revised 11/05)

Office of Finance

(Main Office)

City Hall

200 North Spring Street

Room 101

Los Angeles, CA 90012

(213) 978-1521

Hours: 8:00 a.m. – 5:00 p.m.

Monday – Friday

BRANCH OFFICES

TELEPHONE NUMBERS

HOURS

Van Nuys Civic Center
6262 Van Nuys Blvd #110

(818) 374-6850

Monday – Friday
8:00 a.m. – 5:00 p.m.

West Los Angeles
1828 Sawtelle Bl., Room 102

(310) 575-8888

Monday – Friday
8:00 a.m. – 5:00 p.m.

Hollywood
6501 Fountain Ave.

(213) 485-3935

Monday – Friday
8:00 a.m. – 5:00 p.m.

San Pedro
638 S. Beacon St. Room 211

(310) 732-4537

Mon. Wed. Fri.
7:30-Noon/1-4:30 p.m.

Westchester Municipal Building
7166 W. Manchester Ave., Room 9

(213) 473-6750

Tues. & Thurs.
8-Noon/1-4:30 p.m.

Watts Civic Center Building
10221 Compton Ave., Room 202

(213) 473-5109

Tues. & Thurs.
1:00-4:30 p.m.

Figueroa Plaza Bldg. One Stop Ctr.
201 N. Figueroa St., 3rd Floor
(Counter 17)

(213) 482-7032

Mon. Tue. Thu. Fri.
7:30 – 4:30 p.m.
Wed. 9:00 a.m.-4:30 p.m.

APPLICATION FOR TAX REGISTRATION CERTIFICATE OR
VENDOR REGISTRATION NUMBER

In order to obtain the required Tax Registration Certificate or a Vendor Registration Number, please complete the following information:

LEGAL NAME OF OWNER: _____
(Individual, Partnership, or Corporation)

BUSINESS NAME: _____
(DBA or Fictitious Name of Business)

BUSINESS ADDRESS: _____
(Do Not Use a P.O. Box) Residential
 Non-residential

MAILING ADDRESS: _____
(If Different from Business Address)

C/O: _____

DESCRIPTION OF BUSINESS: _____

BUSINESS START DATE WITHIN THE CITY OF LOS ANGELES: _____
MONTH DAY YEAR

Please circle the exhibit(s) you are submitting with EXHIBIT A:

B C D E F G H I J K L M

SOCIAL SECURITY NUMBER (SSN), if there
ARE NO business related employees:

FEDERAL EMPLOYER IDENTIFICATION
NUMBER (FEIN), if there ARE related employees:

OR

SSN

FEIN

NOTE: SSN/FEIN is confidential, not part of public record.

Signature: _____

Title: _____

Telephone: () _____

Date: _____

Return this application and the applicable exhibits to the Office of Finance, Special Desk Unit, 200 N. Spring St, Room. 101, Los Angeles, California 90012.

FOR OFFICE USE ONLY

INFORMATION AND VENDOR QUESTIONNAIRE PACKAGE
CONTENTS

EXHIBIT A	APPLICATION
EXHIBIT B	SELLING GOODS, WARES, OR MERCHANDISE AT WHOLESALE OR RETAIL
EXHIBIT C	PROFESSIONAL OR OCCUPATIONAL/MISCELLANEOUS SERVICES
EXHIBIT D	CONTRACTOR
EXHIBIT E	LEASING OR RENTING TANGIBLE PERSONAL PROPERTY
EXHIBIT F	LEASING OR RENTING COMMERCIAL PROPERTY
EXHIBIT G	LEASING OR RENTING HOTEL ROOMS, APARTMENTS OR RESIDENTIAL UNITS
EXHIBIT H	TRUCKING OR HAULING
EXHIBIT I	TRANSPORTING PERSONS FOR HIRE
EXHIBIT J	CERTIFICATION OF EXEMPTION – CONSTITUTIONAL/GOVERNMENT EXEMPTIONS
EXHIBIT K	CERTIFICATE OF EXEMPTION – ONE TIME PURCHASE OVER \$200
EXHIBIT L	CONDUCTING, OPERATING, OR PROMOTING ANY ENTERTAINMENT, SHOW OR EXHIBITION
EXHIBIT M	CERTIFICATE OF EXEMPTION – VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

SELLING GOODS, WARES, OR MERCHANDISE AT WHOLESALE OR RETAIL

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, through the physical presence of yourself, your employees, your agents, or your equipment, you carry on activities within the City of Los Angeles which are designed to solicit, promote, stimulate, or otherwise encourage the sale of goods, wares, or merchandise seven (7) or more days per calendar year. This includes the delivery of your merchandise within the City of Los Angeles in vehicles owned and operated by you or your employees.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO", but you do have customers within the City of Los Angeles, please indicate below the method or methods by which activities in Question No. 1 are accomplished:

YES NO

a. Advertising

b. Telephone orders

c. Bid by mail

d. Independent Commission Brokers/Sales Representative

If method (d) is used, please provide:

Name _____

Address _____

City _____ State _____

Telephone _____

e. Deliveries are made by means other than vehicles operated by you.

Signature _____

Title _____

CONTRACTOR

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, as a contractor or subcontractor, you or your employees undertake any job or project upon land located within the City of Los Angeles including the erection, alteration, improvement, or repair of any type of structure; plumbing, plastering, sheet metal, electrical, cement or tile work; excavating; erection of scaffolding; construction of roads, railroads, pipe lines for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO", but you do have contracts with the City of Los Angeles, please provide the Los Angeles City job site addresses below.

Signature _____

Title _____

LEASING OR RENTING TANGIBLE PERSONAL PROPERTY

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, through the physical presence of yourself, your employees, your agents, or your equipment, you carry on activities within the City which are designed to solicit, promote, stimulate or otherwise encourage the leasing or rental of tangible personal property for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO":

YES NO

a. Is the property installed at a location within the City of Los Angeles?

b. Is there a provision in the lease or rental agreement that use of property is to take place within the City of Los Angeles?

Signature _____

Title _____

LEASING OR RENTING COMMERCIAL PROPERTY

YES NO

1. Are you engaged in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you rent or let a building, or structure, or any space therein of any kind on land located in the City of Los Angeles to a tenant for purposes other than dwelling for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20_____	\$ _____
20_____	\$ _____
20_____	\$ _____

3. Please provide the location(s) of the leased property within the City of Los Angeles.

Signature _____

Title _____

LEASING OR RENTING HOTEL ROOMS, APARTMENTS OR RESIDENTIAL UNITS

YES NO

1. Are you engaged in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you conduct or operate in the City of Los Angeles a hotel, rooming house, apartment house, house court or bungalow court, any public camp, trailer camp, park or lot where the public may rent camping, trailer or tent space, and renting or letting rooms, apartments or other accommodations for dwelling in any such place for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If the answer to Questions No. 1 is "Yes" and you do not have a valid City of Los Angeles Tax Registration Certificate, please answer the following:

a. Do you rent four (4) or more units within the City of Los Angeles? _____

c. Does your total gross receipts from the activity exceed \$20,000 per calendar year? _____

Signature _____

Title _____

TRUCKING OR HAULING

Supporting documentation identified by the Office of Finance may be required.

YES NO

1. Are you engaged in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you, your employees or your agents operate a motor vehicle within the City for hire or compensation seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

3. Do you operate as a for hire motor carrier of property required to pay a fee to the State Under the Household Goods Carriers Uniform Business License Tax Act or the Motor Carriers of Property Uniform Fee Act? _____

If your answer to questions 2 and 3 is "NO", please contact the Office of Finance, Call Center at (213) 978-1521 for instructions on completing the following:

Please provide the following information for all vehicles:

<u>YEAR</u>	<u>UNLADEN WEIGHT</u>	<u>VEHICLE DAYS</u>	<u>NO. OF DAYS OPERATED</u>
20_____	_____	_____	_____
20_____	_____	_____	_____
20_____	_____	_____	_____

Signature_____

Title_____

TRANSPORTING PERSONS FOR HIRE

Supporting documentation identified by the Office of Finance may be required.

YES NO

1. Are you or do you plan to engage in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you, your employees or your agents operate a motor vehicle within the City for transportation of persons for hire or compensation seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

If yes, please provide your Tax Registration Certificate account number: _____

3. Do you operate a charter party limousine(s) and have a business address outside the City of Los Angeles where all your vehicles are limousine(s) or luxury sedan(s) only, with a seating capacity of no more than 9 including the driver? _____

4. Do you have a franchise granted by the City Department of Transportation? _____

5. Do you operate your vehicle exclusively in Interstate Commerce? _____

6. Do you operate a vehicle(s) that meets all of the following: (1) Operated exclusively between fixed termini or over regular routes in passenger stage operations. (2) Operated as indicated in (1) under certificate issued by the Public Utilities Commission, AND (3) Operation has been issued a certificate of public convenience and necessity by the Interstate Commerce Commission. _____

If your answer to questions 2, 3, 4, 5 or 6 is "NO", please contact the Office of Finance, Tax Exemption Unit at (213) 978-3057 for instructions on completing the following information for all vehicles:

<u>YEAR</u>	<u>SEATING CAPACITY</u> <u>(including driver)</u>	<u>VEHICLE DAYS</u>	<u>NO. OF DAYS</u> <u>OPERATED</u>
20_____	_____	_____	_____
20_____	_____	_____	_____
20_____	_____	_____	_____

Additionally, please provide the following information for all vehicles that are operated within the City.

<u>Vehicle Make</u> <u>(e.g. Lincoln, Ford, Chevrolet, etc.)</u>	<u>Model</u> <u>(e.g. Towncar, Excursion, Express, etc.)</u>	<u>Body Style</u> <u>(e.g. Sedan, SUV, Van, etc.)</u>	<u>Seating Capacity</u> <u>(including Driver)</u>

Print Name _____

Date: _____

Signature _____

Title _____

CERTIFICATION OF EXEMPTION
CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

The following entities are exempted from paying Business Taxes by the Constitution of the United States, the Constitution of the State of California or the Los Angeles Municipal Code:

1. Banks
2. Insurers – Insurance related activities which “In Lieu” taxes are paid to the State of California
3. Foreign governments – Agencies exempt from Domestic Taxation by Treaty, International Law or Custom
4. United States Government and Agencies
5. State of California
6. University of California
7. California State Universities and Colleges
8. Community Redevelopment Agency of the City of Los Angeles
9. Housing Authority of the City of Los Angeles
10. County of Los Angeles
11. Los Angeles Convention and Exhibition Center
12. Los Angeles Memorial Coliseum Commission
13. Districts and Political Subdivisions under the Laws of the State of California (such as):
 - a. Los Angeles Unified School District
 - b. Los Angeles Community College District
 - c. Los Angeles County Flood Control District
 - d. Metropolitan Water District
 - e. Metropolitan Transit Authority
 - f. Mosquito Abatement Districts
 - g. Wilmington Cemetery District
 - h. Sanitation Districts

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge I/we are one of the entities described above and is/are exempted from paying the City of Los Angeles Business Tax.

Name of Agency

Nature of Business/Type of Agency

Address

Printed Name of Authorized Representative or Agent Phone Number

Signature Title

PLEASE RETURN THIS FORM TO THE DEPARTMENT TO WHICH YOU ARE PROVIDING SERVICES AND A COPY TO THE OFFICE OF FINANCE, 200 N. SPRING ST, RM. 101, LOS ANGELES, CALIFORNIA 90012, MAIL STOP 170 – ATTN: TAX EXEMPTION UNIT.

CERTIFICATION OF EXEMPTION
FOR
ONE TIME PURCHASE OR SERVICE RENDERED OVER \$200*

The _____ hereby certifies that a one time
(Name of Department/Bureau)

purchase of _____
(Type of Product/or Service)

costing _____ was made from the
(Cost of Purchase)
following business:

(Name of Company)

(Address)

(Company Representative) (Title) (Phone Number)

I/we further certify that to the best of our knowledge, the business is **NOT LOCATED IN THE CITY OF LOS ANGELES**, does not solicit or conduct business in the City for seven (7) or more days during a calendar year, and does not deliver the goods or merchandise in its own vehicles within the City for seven (7) or more days during a calendar year. Based on the information provided, this business would not appear to owe a Business Tax.

(Department/Bureau Representative)

(Title) (Phone Number) (Date)

c: Office of Finance
200 N. Spring St., Rm. 101
Los Angeles, CA 90012
Mail Stop 170
Attn: Tax Exemption Unit

CONDUCTING, OPERATING, OR PROMOTING ANY ENTERTAINMENT, SHOW OR EXHIBITION

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, Answer #2) (If No, Answer #3)

You are engaged in business within the City of Los Angeles when, through physical presence, you conduct, operate or promote any entertainment, show or exhibition, where an admission fee is charged, collected or received, or where no admission fee is charged, collected or received but donations of any kind or character are solicited or accepted seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO" and you do not have a valid City of Los Angeles Tax Registration Certificate, but you have conducted, operated, or promoted any entertainment, show or exhibition within the City of Los Angeles, please provide the name, location and dates of the shows/exhibitions below.

<u>NAME OF SHOW/EXHIBITION</u>	<u>LOCATION</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(If additional space is needed, please use a separate sheet)

Signature _____

Title _____

VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

EMPLOYEE STATEMENT:

I _____ certify that I
(Name of employee)
am currently working for

(Name of City Department/Bureau)

and that I am under contract with this department in the capacity of an employee as defined in Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code and therefore not subject to payment of business taxes.

(Signature of employee)

(Date)

EMPLOYER STATEMENT:

I certify that to the best of my understanding and belief, the above-named individual is deemed to be an employee of this City Department, based on Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code, which I have reviewed, and therefore not subject to payment of business taxes.

(Department/Bureau Representative)

(Signature and Title)

(Phone Number)

(Date)

c: Office of Finance
200 N. Spring St., Rm. 101
Los Angeles, CA 90012
Mail Stop 170
Attn: Tax Exemption Unit

APPENDIX F

Request for Taxpayer Identification Number and Certification

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
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Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

Privacy Act Notice

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

APPENDIX G
Contract Insurance Requirements

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER
For Contractors, Service Providers, Vendors, and Tenants**

For Internal Use Only:

Risk Cat: L

H

Agreement/Activity/Operation: Services - Federal Lobbying
 Reference/Agreement: RFP at 9/10
 Term of Agreement: Up to Three Years
 Contract Administrator and Phone: Lisa Tashiro
 Buyer and Phone Number: Cynthia Shaw
 Risk Manager /Date: AMN/9-8-10/Revised to Update Buyer 11-2-10

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required.

PER OCCURRENCE LIMITS

- () WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: ()
 (x) Broad Form All States Endorsement () US L&H (Longshore and Harbor Workers)
 () Jones Act (Maritime Employment) () Outer Continental Shelf
 (x) Waiver of Subrogation () Black Lung (Coal Mine Health and Safety)
 () Other: _____ (x) Other: Proof by COI/WOS endt

- () AUTOMOBILE LIABILITY: ()
 (x) Owned Autos () Any Auto
 (x) Hired Autos (x) Non-Owned Auto
 () Contractual Liability (x) Additional Insured
 () MCS-90 (US DOT) () Trucker's Form
 () Waiver of Subrogation (x) Other: Proof by COI/AI endt

- () GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate ()
 (x) Broad Form Property Damage (x) Contractual Liability (x) Personal Injury
 (x) Premises and Operations (x) Products/Completed Ops. (x) Independent Contractors
 () Fire Legal Liability () Garagekeepers Legal Liab. () Child Abuse/Molestation
 () Corporal Punishment () Collapse/Underground () Explosion Hazard
 () Watercraft Liability () Pollution (x) Addition Insured Status
 () Waiver of Subrogation () Airport Premises () Hangarkeepers Legal Liab.
 () Marine Contractors Liability () Other: _____ (x) Other: Proof by COI/AI endt

- (x) PROFESSIONAL LIABILITY: () (\$1,000,000.00)
 (x) Contractual Liability () Waiver of Subrogation (x) 3 Year Discovery Tail
 () Additional Insured () Vicarious Liability Endt. (x) Other: Proof by COI/CL endt

- () AIRCRAFT LIABILITY: ()
 () Passenger Per Seat Liability () Contractual Liability () Hull Waiver of Subrogation
 () Pollution () Additional Insured () Other: _____

- () PROPERTY DAMAGE: () Loss Payable Status (AOIMA) ()
 () Replacement Value () Actual Cash Value () Agreed Amount
 () All Risk Form () Named Perils Form () Earthquake: _____
 () Builder's Risk:\$_____ () Boiler and Machinery () Flood: _____
 () Transportation Floater:\$_____ () Contractors Equipment\$_____ () Loss of Rental Income: _____
 () Scheduled Locations/Propt. () Other: _____ () Other: _____

- () WATERCRAFT: ()
 () Protection and Indemnity () Pollution () Additional Insured
 () Waiver of Subrogation () Other: _____ () Other: _____

- () POLLUTION: ()
 () Incipient/Long Term () Sudden and Accidental () Additional Insured
 () Waiver of Subrogation () Contractor's Pollution () Other: _____

- () CRIME: () Joint Loss Payable Status () Additional Insured ()
 () Fidelity Bond () Financial Institution Bond () Loss of Monies/Securities
 () Employee Dishonesty () In Transit Coverage () Wire Transfer Fraud
 () Computer Fraud () Commercial Crime () Forgery/Alteration of Docs.
 () Other: _____ () Other: _____

- () ASBESTOS LIABILITY: () Additional Insured ()

APPENDIX H
Supplier Diversity

Department's Outreach Program Documentation

Instructions: In accordance with Outreach Program of this RFP all proposer(s) shall furnish all requested information and include it with any proposal in response to this RFP.

A. Each principal firm, and/or joint venture partner, involved in the proposal shall furnish the following information:

1. Name of principal firm;
2. Indicate whether the firm is a :
Certified Women's Business Enterprise,
Certified Minority Business Enterprise, or
Other Business Enterprise.
3. Name all other principal and/or joint venture partners
4. Indicate whether other principal and/or joint venture partners are a:
Certified Women's Business Enterprise,
Certified Minority Business Enterprise, or
Other Business Enterprise

B. Each proposal shall include a List of Proposed Subcontractors indicating which, if any, of the subcontractors are Certified Women's Business Enterprises by use of the letters "WBE", or Certified Minority Business Enterprises by use of the letters "MBE", in the Status column of the list which shall be of the format that follows:

Proposed Subcontractors

<u>Firm Name, Address, and Telephone</u>	<u>Status</u>	<u>Description of Work to be Performed</u>	<u>Estimated Dollar Amount of Work to be Performed</u>
--	---------------	--	--

Note: Provide a copy of W/MBE certification from the certifying agency with the proposal.

C. Each proposal shall furnish a detailed statement of the good faith efforts to meet the Department's Outreach Program:

1. Participation achieved: ___ % WBE ___ % MBE
2. Attended Bidder's Conference ___ Yes ___ No
3. List of selected portions of the project to be performed by subcontractors
4. State the publication(s) and the dates of the advertisement(s) placed for bids from interested business enterprises. Attach copy(ies).
5. List the business enterprises that were sent written notices of intent to bid. Attach copy(ies).
6. Document the efforts to follow up initial solicitations

7. List the interested enterprises that were provided information about the proposal plans, specifications, and requirements.
8. List the organizations contacted that provided assistance in the recruitment and placement of WBEs, MBEs, and other business enterprises.
9. List the WBEs, the MBEs, and the other business enterprises that negotiations were conducted with.
10. Document the efforts to advise and to assist interested WBEs, MBEs, and other business enterprises in obtaining bonds, lines of credit, or required insurance.

APPENDIX I
Job Opportunities and Training Program (JOTP)

Job Opportunities and Training Program (JOTP)

Pursuant to the policy adopted on March 21, 2006, by the Board of Water and Power Commissioners, the Los Angeles Department of Water and Power (LADWP) requires that consultants/contractors devote 3% of direct labor costs to job development and training activities.

Program Goals:

- Partner with prospective (LADWP) consultants/contractors to dedicate minimum three percent (3%) of total direct labor costs (where applicable) of awarded contracts to the development and implementation of a job opportunities and training program
- Kindle current and future applicants' interest in working in the utility industry
- Improve the quality of the available workforce
- Facilitate job opportunities for underserved and unemployed workers

Bid/Proposal Evaluation Criteria:

LADWP shall also use the following demonstrable indicators to evaluate bids or proposals:

1. Clearly identified aspects of the project's scope of work, wherein the consultant/contractor anticipates training and employment opportunities for the underserved or unemployed, when feasible, dividing the entire project into smaller components to permit maximum engagement of Job Opportunities Training Program (JOTP) participants.

Required documentation:

A tabulated breakdown of project components and listing of potential tasks to be performed by/positions to be offered to JOTP participants

2. Proof of Contractor/consultant's efforts to outreach to high schools, community colleges, universities, WorkSource Centers, and other community resources specific to identifying program participants.

Required documentation:

Copies of each letter sent to the stated organizations. Faxed letters must include the fax transmittal confirmation slip showing date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters should state bidding/proposing firm's name, address, telephone number and contact person. It should specify the types of skills the needed JOTP participants should have and the positions the bidder/proposer anticipates to fill.

3. Percent of the total direct labor costs associated with the project, as set forth in the contractor/consultant cost schedule, that the above-referenced employment opportunities identified in item 1 (above) represent.

Required documentation:

Project cost schedule detailing the dollar amount of the direct labor costs versus the dollar amount and percentage to be dedicated to the JOTP.

Also consider for inclusion, proof of the following: