



*Los Angeles  
World Airports*

**Request for Proposals  
for  
SAP BASIS Remote Support Services  
for  
Telecommunications Infrastructure**

City of Los Angeles  
Department of Airports  
Information Management and Technology Group  
Los Angeles, CA 90045

**Release Date:**  
**Submission Date:**

**February 3, 2009**  
**February 24, 2009, 12:00 PM PST**

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**I. PROPOSAL SUMMARY**

The City of Los Angeles (City), Department of Airports, also known as Los Angeles World Airports (LAWA), is seeking proposals from qualified contractors for professional consulting services to provide Systems Applications and Products (SAP) technical support. The primary objective of this project is to provide SAP BASIS Remote Support to the LAWA Financial Accounting and Management Information System (FAMIS) technical staff during a period in which SAP software will be undergoing an upgrade.

LAWA intends to enter into a contract with a vendor for a 12-month period in which the proposer is expected to provide a total of 80 base service hours per month based on an hourly rate. Proposers must have a proven track record of successfully completing similar projects in other similar operations. The consultant for this project will be selected through this competitive Request for Proposal (RFP) process and evaluated in accordance with a weighted evaluation based on pre-established criteria, as set forth in Section VIII, EVALUATION AND SELECTION PROCEDURES, of this RFP document.

**II. SCOPE OF WORK**

The SAP tasks and activities to be provided to LAWA per month in the area of BASIS support may include, but are not limited to, the following:

***Performance Monitoring and Tuning and Documentation***

- Identification, maintenance, monitoring, documentation, and analysis of daily, weekly, monthly, quarterly, annual housekeeping jobs
- Operating System (OS) performance monitoring, analysis and tuning
- Application performance monitoring, analysis, and tuning
- Database performance monitoring, analysis, and tuning
- Network performance monitoring, analysis, and tuning
- System monitoring and workload analysis
- System parameters maintenance (OS, database)

***Database Administration and Documentation***

- Identification, maintenance, monitoring, documentation, and analysis of daily, weekly, monthly, quarterly, annual housekeeping jobs
- Reorganization of tables and table space
- Creation of new/missing indices
- Table space expansion

***System Administration and Documentation***

- Identification, maintenance, monitoring, documentation, and analysis of daily, weekly, monthly, quarterly, annual housekeeping jobs
- Provide assistance in system testing
- System landscape maintenance
- Print spool administration
- Distributing installation files to remote servers

***Cluster Maintenance***

- Monitor cluster state
- Monitor Oracle resources in cluster
- Monitor SAP resources in cluster
- Perform periodic failover states
- Perform periodic failover test of Oracle in cluster
- Perform periodic failover test of SAP in cluster
- Resolve cluster issues relating to SAP
- Resolve cluster issues relating to Oracle
- Resolve database cluster issues

***Job Scheduling***

- Identification, maintenance, monitoring, documentation, and analysis of daily, weekly, monthly, quarterly, annual housekeeping

***Backup Job Scheduling***

- Identification, maintenance, monitoring, documentation, and analysis of SAP backup jobs

***Other BASIS Support***

- To be provided on an as-is basis in the following functional modules: FI (Financial Accounting), CO (Controlling), FM (Funds Management), HR (Human Resources and Timekeeping), and MM (Materials Management).

Proposers are expected to outline the strategy on how best to provide the services requested by LAWA. A description of the service level priorities, response time, commencement time, and escalation strategy should be included in the proposal.

**III. MINIMUM QUALIFICATIONS**

The Proposer and all proposed staff must clearly demonstrate and document in the proposal the minimum qualifications stated below. Proposals not meeting the minimum qualifications will not be reviewed or evaluated. At a minimum, the following should be included in the proposal:

Proposer:

- Experience and background information on the BASIS remote support activity of the organization;
- Must have the capability of providing the BASIS consulting services within the specified project time requirements;
- Must have experience in successfully providing SAP BASIS remote support to a public sector client. For the purpose of this contract, a public sector client must be a United States Federal, State, Municipal, or Local Government agency.

Proposer's Staff:

- Proposed staff must possess no less than ten (10) years of experience providing SAP BASIS consulting services;
- Proposed staff must be an SAP BASIS Certified Administrator;
- Proposed staff must be an Oracle Certified Professional;
- Proposed staff must be a Sun Solaris Certified Engineer.

The proposer is expected to provide information to demonstrate that the consulting staff proposed for this project has experience in providing the services requested in this RFP. Specifically, the proposer is to provide the following information for all key staff assigned to this project:

- Name and title;
- Specific work to be performed and/or services to be provided;
- Description of qualifications and relevant experience that makes the proposed individual suitable for their designated role on this project;
- Any additional information that indicates the individual's ability to successfully perform the services required in this RFP, including resumes (can be included as an appendix to the technical proposal). These additional information documents or resumes must be clearly marked "team member resumes".

**IV. BACKGROUND INFORMATION / PROJECT INFORMATION**

LAWA is an enterprise fund of the City of Los Angeles. LAWA owns, operates, and maintains four airports in Southern California: Los Angeles International Airport (LAX), LA/Ontario International Airport (ONT), Van Nuys Airport (VNY), and LA/Palmdale Regional Airport (PMD). LAWA is under the management and control of a seven-member Board of Airport Commissioners (BOAC) appointed by the Mayor and approved by the City Council. LAWA centralizes many of its administrative functions at LAX from which it provides services to all four airports. LAWA employs approximately 4,000 employees at four locations and has an annual budget of approximately \$3.2 billion.

LAWA procured and implemented the Systems Applications and Products (SAP) R/3 release 4.6C software on July 1, 2001. The system provides LAWA with the ability to manage its overall financial portfolio including its human capital. The major business functions at LAWA supported by SAP include:

- Financial Systems (general ledger, accounts receivable, accounts payable, fixed assets, funds management, and special purpose ledger)
- Controlling (cost center accounting and internal orders)
- Budget planning (planning, plan activity rates, and monitoring)
- Human Resources organization management, personnel administration, time management, travel, training, and events management)
- Purchasing (materials and services, contracts, fixed assets, and warehouse inventory)
- Project Systems (project planning and budget monitoring)

During this proposed 12-month contract period, a technical upgrade of the SAP software will be occurring, and the existing LAWA technical staff will be heavily involved in the software upgrade process and therefore will not be available to provide the work outlined in this RFP. Since SAP is the backbone of LAWA's financial reporting system, it is critical that it continues to be monitored and maintained consistently during this period of upgrading.

**V. CONTENTS OF PROPOSAL**

If your company is qualified and would like to be considered for this proposed contract, then please submit a formal proposal that describes your qualifications and conforms to the following content requirements. The contents of the proposal shall be complete in description and shall be in a narrative format. After submittal, proposals cannot be altered in any way without prior written consent of the City. The proposal shall be prepared on 8 1/2" X 11" sheets (one sided only). The proposal, except for the Administrative Requirements, shall not exceed 20 pages.

The contents of your proposal shall be complete in description and concise in volume. Do not include brochures or other advertising materials. The proposal shall include, at a minimum, the following:

**A. Cover Letter**

Each contractor shall submit with its proposal a single page cover letter on the contractor's letterhead that identifies the contractor and the proposal package being submitted. The contractor may include any important general information that is deemed significant enough to be highlighted. The cover letter must be signed by a representative of the contractor who is authorized to commit the offers made in the proposal.

**B. Table of Contents**

Each Contractor must include a Table of Contents listing the various sections included in the Proposal. The Table of Contents shall include, but not be limited to the following:

1. Executive Summary
2. Team Identification and Organizational Chart
3. Proposed Description and Methodology of Work
4. Project Management and Training Experience
5. Proposed Costs
6. Administrative Documents and Exhibit Submittals

**C. Executive Summary**

Each contractor must include a brief statement of how the contractor, and any proposed sub-contractor(s), are best qualified to provide development, operations,

and training services to LAWA. The text for the Executive Summary should not contain more than two (2) pages of 11 point font.

**D. Team Identification and Organizational Chart**

Provide an Organizational Chart identifying the proposed Team Leader and team members for this proposed Scope of Work.

**E. Proposed Description and Methodology of Work**

Describe in detail the approach that your firm would take to provide the required services.

**F. Project Management and Training Experience**

Provide detailed and relevant descriptions of your firm's experience relative to providing the services as described in Section II – Proposed Scope of Work. Expound on your experience working at commercial airports, transportation centers, or organizations similar to LAWA. The contractor shall also provide three (3) client references that will substantiate such experiences. Client references must include the dates and locations of services provided, a description of the exact services performed, and client names, addresses and current telephone numbers.

Describe the professional capabilities, experience, education, training, and present office location of your proposed team members. Provide a list of relevant past and ongoing experience related to this proposed Scope of Work. Provide the company name, current telephone number for each relevant experience listed, and reference/representative contact person.

Please identify other key personnel who will be responsible for the performance of the tasks or functions of this project. Provide a list of relevant past and ongoing experience.

Proposers shall provide single page resumes for designated Team Leader and each key person on the team that describes the professional competence, relevant experience, and education of each.

LAWA reserves the right to contact the firm's referenced clients to verify the information and/or to solicit comments and verify experience and education of the Team Leader and key staff members.

**G. Proposed Costs**

In this section, the proposer shall detail the proposed costs and cost structure for providing the required services. Where applicable, please include the hourly rates for different job classifications (for services that may vary by demand) and the mark-up structure for any services to be provided by sub-contractors.

#### **H. Administrative Requirements and Exhibit Submittals**

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

#### **VI. QUESTIONS CONCERNING PROPOSAL REQUIREMENTS**

To ensure LAWA is able to provide timely pertinent information to proposers, please submit all questions via email to LAWA's contact person for the RFP shown below. Questions regarding this RFP will be accepted until **3:00 p.m. on February 18, 2009**.

Questions may be submitted by email to:

Suzette F. Abille-  
SAP Technical Support  
Information Management and Technology Group  
IT Systems and Project Management Division  
E-mail Address: [sabille@lawa.org](mailto:sabille@lawa.org)

Telephone inquires will not be accepted.

Official responses to questions will be posted on Los Angeles Business Assistance Virtual Network - [www.labavn.org](http://www.labavn.org) under the heading of Bid Opportunities/By Department, Los Angeles World Airports. Responses will be posted as an addendum to the RFP as soon as practical, but no later than **February 20, 2009**.

#### **VII. SUBMISSION OF PROPOSAL**

One (1) original and five (5) copies of the proposal must be received by LAWA no later than **12:00 p.m. PST on February 24, 2009**. Proposals received after this time and date will not be accepted or considered and will be returned unopened to the sender.

The original proposal and copies shall be enclosed in a single sealed package, with the name and address of the contractor in the upper left corner. Mark the envelope "SAP BASIS Remote Support Services".

All necessary forms and statements for the various provisions described herein must be completed, properly signed, notarized where necessary, and included with the proposal. Once submitted, proposals cannot be altered without prior written consent of the City.

Address your proposal to:

Suzette F. Abille  
Los Angeles World Airports

SAP Technical Support  
7301 World Way West, Room 613  
Los Angeles, CA 90045

Proposals can be mailed and/or hand delivered.

There will be no Pre-Proposal Conference. LAWA will respond to questions by email or by RFP addendum.

**VIII. EVALUATION AND SELECTION PROCEDURES**

All proposals will be evaluated on the basis of professional experience, qualifications, costs, approach, and the response to RFP requirements. LAWA reserves the right to evaluate and accept or reject any and all proposals.

There will be no interviews of proposers as part of the evaluation and selection process for this RFP. Written proposals will be evaluated utilizing the following weighted criteria:

- The experience and qualifications of the contractor and key personnel from previous similar types of work in providing the specified services required for this Scope of Work. **(35%)**
- The contractor's proposed approach to provide the services. **(10%)**
- Past performance on contracts of similar size and scope at other government agencies or airports (to be checked by references). **(15%)**
- The contractor's proposed cost(s) for performing services defined in the proposed scope of work. **(40%)**

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

**IX. RIGHT OF REJECTION**

LAWA reserves the right to reject any or all proposals, to waive any informality in such submittals, to request new submittals, or to proceed to do work otherwise, or not award a portion of the agreement at any time. The receipt of proposals and/or subsequent submittals shall NOT in any way obligate the Board, LAWA, or the City to enter into a contractual agreement of any kind with any contractor.

**X. PROTEST PROCEDURES**

Any proposal protest must be submitted in writing to the Executive Director, Los Angeles World Airports, Los Angeles International Airport, P.O. Box 92216, 1 World Way, Los Angeles, CA 90009, before 5 p.m. of the 5th business day following notification by the Executive Director or her designee of a recommendation to award the Contract. All protests must comply with the following:

- A. The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- B. The protest must refer to the specific portion(s) of the document that forms the basis for the protest.
- C. The protest must include the name, address, and telephone number of the person (and firm) representing the protesting party.
- D. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest or which may be adversely affected by the outcome of the protest. Such parties shall include all other contractors or bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- E. The BOAC will issue a decision on the protest. If the BOAC determines that a protest is frivolous, then the party originating the protest may be determined to be ineligible for future contract awards.
- F. The procedure and time limits set forth in this section are mandatory and are the contractor's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

**XI. EXPENSE, OWNERSHIP AND DISPOSITION**

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

**XII. CITY HELD HARMLESS**

The following is the “City Held Harmless” language that will be included in the successful proposer’s contract.

“Consultant shall defend, indemnify and hold harmless City and any and all of City’s departments, boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses, (including, but not limited to, attorney’s fees and cost of litigation), claimed by anyone (including Consultant and/or Consultant’s agents or employees) by reason of injury to, or death of, any person(s), or for damage to, or destruction of, any property (including property of Consultant) and alleged to arise out of, pertain to, or relate to the Consultant’s performance of the contract, whether or not contributed to by any act or omission of City, or of any of City’s departments, boards, officers, agents or employees. However, this paragraph shall not be construed to require Consultant to defend, indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City’s sole negligence, willful misconduct or active negligence.

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

**XIII. ATTORNEY FEES**

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

**XIV. ADMINISTRATIVE REQUIREMENTS**

1. All Contractors must include, as an attachment to the proposal, the original

documents indicating compliance with the attached “Administrative Requirements”. Please compile all administrative documents into one binder, clearly labeled “Administrative Requirements” and submit with the proposal.

**XV. ADDITIONAL LAWA REQUIREMENTS**

A. Nondisclosure

1. The Contractor, in the interaction or relationship with LAWA Information Management and Technology Group (IMTG), whether by contact or otherwise, will have access to information that is proprietary and confidential. This information is protected by applicable laws regarding secrecy of communications and trade secrets, and shall remain the exclusive property of LAWA IMTG.
2. The Contractor agrees that unless otherwise specified in writing by the Manager of IMTG, the Contractor, including the Contractor’s employees, agents, subcontractors, and any other entities related to the Contractor for the purpose of interacting with IMTG, shall comply with the following:
  - a. The Contractor shall consider information proprietary and confidential and shall keep information as such;
  - b. The Contractor shall not disclose or permit disclosure of any information to any third party or any other employer of the Contractor including other City and LAWA entities;
  - c. The Contractor shall limit access to information to a need-to-know basis in completing contract obligations with LAWA;
  - d. The Contractor shall not cause or permit anyone to copy, publish, or disclose information to others, including other City and LAWA employees not directly involved with this project;
  - e. The Contractor shall use the information only for purposes of rendering services under contract with LAWA IMTG.
3. A Contractor’s non-compliance with the provisions specified herein is grounds for contract termination for cause.

B. Invoice Instructions

1. General: Contractors shall be responsible for the submittal of invoices in a form acceptable to LAWA. Any inaccurate invoices or invoices without the appropriate back-up documentation as specified in the contract will be rejected. Rejected invoices will extend the payment term and/or discount term until all corrections are made by the Contractor.

2. Invoices: All invoices shall be submitted to the LAWA Contract Manager for review and approval prior to submitting the respective invoice to LAWA's Accounts Payable address listed below. This is important to avoid unnecessary delays in payments to the Contractor. The aging of an invoice in considering discount terms shall not commence until such invoices are sent to LAWA Accounts Payable by the Contractor; and only after the Contractor has received approval by the LAWA Contract Manager.

Discounts and payment terms shall be clearly printed on invoices and shall be based on the LAWA actual receipt stamped date and not the invoice date. It is LAWA's goal to take all available discounts being offered by vendors. When issuing credit memos, contractors must reference the purchase order number and invoice number to which the credit is applying. Contractor can contact the designated LAWA contract manager or the Accounts Payable Help Desk at 310-417-0542 for any invoice inquiries. LAWA reserves the right to request additional, detailed substantiation with respect to any of the contractor's invoices. The Contractor shall include any information on such invoices as requested by LAWA. All invoices shall include the following information clearly printed on them:

- a. Contract and Purchase Order Number: All invoices shall have the appropriate Contract and Purchase Order (PO) Number provided by the entity ordering/receiving the materials or services. LAWA's contract number begins with either "DA" follow by a four-digit number or Outline Agreement (OA) followed by a ten-digit number that begins with "46". LAWA's PO number is a ten-digit number beginning with "45".
- b. Vendor Code
- c. The statement: "I CERTIFY THAT THIS CONTRACTOR HAS COMPLIED WITH THE PROVISIONS OF THE CITY'S LIVING WAGE ORDINANCE"
- d. Timesheets (by total hours per day for each individual) shall be provided as back-up documents for services rendered.
- e. Bill To:  
Los Angeles World Airports  
Attention: Accounts Payable  
PO Box 92882  
Los Angeles, CA 90009

C. Marketing References

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

# **Administrative Requirements**

## Administrative Requirements

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

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

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

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

### 1. AFFIDAVIT OF NON-COLLUSION

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

Bidders/Proposers must complete, notarize, and submit the attached “Affidavit to Accompany Proposals or Bids” with the bid/proposal.

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

Attachment:

- Affidavit to Accompany Proposals or Bids

## **2. AFFIRMATIVE ACTION**

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

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

Attachments:

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

For further information regarding this requirement please contact:

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

## **3. ASSIGNMENT OF ANTI-TRUST CLAIMS**

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

Attachment:

- California Government Code Section 4550--4554

#### 4. BUSINESS TAX REGISTRATION CERTIFICATE

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

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

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

Additional information regarding this requirement may be obtained at:

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

Attachment:

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

#### 5. CHILD SUPPORT OBLIGATIONS

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

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

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

Attachments:

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

For additional information please contact:

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

## 6. EQUAL BENEFITS ORDINANCE

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

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

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

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

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

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

For additional information regarding the EBO, as well as forms, ordinances, please contact Contract Services at (310) 417-6495 or Public Works, Bureau of Contract Administration, Office

of Contract Compliance at (213) 847-1922 or visit our website at <http://www.lawa.org/welcomeLAWA.cfm?id=658>.

## 7. FIRST SOURCE HIRING PROGRAM

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

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

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

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

## 8. INSURANCE

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

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

Attachments:

- Insurance Requirement Sheet
- Insurance Language

The following supplementary information is available at [www.lawa.org](http://www.lawa.org).

- Guidance for Submitting Evidence of Insurance

- Workers' Compensation Special Endorsement
- Automobile Liability Special Endorsement
- Aviation/Airport/Aircraft Liability Special Endorsement
- General Liability Special Endorsement
- Frequently Asked Questions

## **9. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS**

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

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

Attachment:

- Current and Prior City of Los Angeles Contracts

## **10. LIVING WAGE AND SERVICE CONTRACT WORKER RETENTION ORDINANCES**

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

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

Unless otherwise exempt in accordance with the provisions of the Service Contractor Worker Retention Ordinance Section 10.36 et seq., as amended from time to time (the "SCWRO"), contractors under service contracts primarily for the furnishing of services to or for the City or financial assistance recipients and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall comply with the provisions of the SCWRO.

Generally, for SCWRO compliance, the successor contractor shall agree to retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer and who were earning less than Fifteen Dollars (\$15.00) per hour.

**Compliance with LWO and SCWRO does not require any form to be submitted with the bid/proposal**, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions ([Collective bargaining agreement with supersession language or Occupational license](#); [501\(c\)\(3\) Non-Profit Organizations or One-Person Contractors](#); [Small Business, for lessees and licensees only](#)), or SCWRO Exemption (City Financial Assistance Recipient), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

**Once the contract is executed**, the contractor is required to complete and submit the following forms:

- [Employee Information Form](#)
- [Subcontractor Information Form](#)

**All the forms as well as the draft contract language** pertaining to LWO and SCWRO compliance are available at: <http://www.lawa.org/welcomeLAWA.cfm?id=596>. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO and SCWRO compliance at LAWA, please contact us at 310-417-0409 or [procurementrequirements@lawa.org](mailto:procurementrequirements@lawa.org).

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

## **11. MUNICIPAL LOBBYING ORDINANCE**

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

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

Additional information regarding this requirement may be obtained at:

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

**Attachments:**

- Municipal Lobbying Ordinance, available at [http://ethics.lacity.org/PDF/laws/law\\_mlo.pdf](http://ethics.lacity.org/PDF/laws/law_mlo.pdf)
- Bidder Certification CEC Form 50

## **12. MINORITY, WOMEN, AND OTHER / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

Pursuant to United States Code of Federal Regulations Title 49—Transportation, Subtitle A, Part 26 (49 CFR 26), Executive Directive No. 2001-26 of Mayor Richard Riordan and the provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), all Other Business Enterprises (OBEs), and Disadvantaged Business Enterprises (DBEs) an equal opportunity to participate in the performance of all LAWA contracts. The objective of this policy is to achieve the participation of MBE/WBE/OBE/DBEs at levels comparable to their availability to provide goods and services to Los Angeles World Airports, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

**No specific M/W/DBE levels of participation have been set for this project.**

If subcontracting opportunities are identified, Bidders/Proposers should submit a completed MBE/WBE/DBE Participation Form outlining the portion of the work that will be performed by each listed MBE/WBE/DBE subcontractor. The form must include the name and address of the subcontractor, the percentage of the total contract the subcontractor will perform, and the dollar amount the percentage represents. A copy of the required form is included in the attached.

Attachments:

- MBE/WBE/DBE/OBE Policy Statement

# Checklist

# Administrative Requirements Checklist

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

### **1. AFFIDAVIT OF NON-COLLUSION**

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

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

### **2. AFFIRMATIVE ACTION**

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

### **3. CHILD SUPPORT OBLIGATIONS**

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

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

### **4. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS**

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

## 5. LIVING WAGE / SERVICE CONTRACT WORKER RETENTION ORDINANCES

If you are claiming exemption from said Ordinances:

- Is the appropriate Exemption form completed and signed?
- Is the Exemption form enclosed in the Packet?

## 6. MUNICIPAL LOBBYING ORDINANCE

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

### **IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:**

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

- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance

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

- Affirmative Action
- Business Tax Registration Certificate
- Child Support Obligations
- Insurance
- Living Wage Ordinance

# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA )
) ss.:
COUNTY OF \_\_\_\_\_ )

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

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

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

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

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

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

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

Signed:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

(Notarial Seal)

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

**Affirmative Action**

CITY OF LOS ANGELES

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 DESIGNEE 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

TELEPHONE

DATE

**TOTAL COMPOSITION OF WORK FORCE**

OCC# \_\_\_\_\_

Contractor \_\_\_\_\_ Project Title \_\_\_\_\_ Length of Contract \_\_\_\_\_

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

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

**FOR CONSTRUCTION PROJECTS (L.A. County Only)**

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																									
Gunite 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)

# Assignment of Anti-Trust Claims

# **GOVERNMENT CODE**

## **SECTION 4550-4554**

4550. As used in this chapter:

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

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

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

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

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

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

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

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

# Business Tax Registration Certificate

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

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

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

Company Name: \_\_\_\_\_

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

ACCOUNT NUMBER								FUND		CLASS			
						-							

**New format:**

ACCOUNT NUMBER												FUND		CLASS					
												-							

State effective dates here: \_\_\_\_\_ to \_\_\_\_\_

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

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

Exemption Number:

						-		
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Explanation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Child Support Obligations

## CHILD SUPPORT OBLIGATIONS

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

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

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

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

**City of Los Angeles**  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT**  
**OBLIGATIONS**

**This document must be returned with the Proposal/Bid Response**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

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

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

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business Address

\_\_\_\_\_  
Signature of Authorized Officer of Representative Print Name

\_\_\_\_\_  
Title Telephone Number

# Equal Benefits Ordinance

## **EQUAL BENEFITS ORDINANCE**

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

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

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

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

**Insurance**

## INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

**NAME: City of Los Angeles Department of Airports**

**AGREEMENT / ACTIVITY: RFP - SAP Basis Remote Support Services**

**TERM: One year**

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

### LIMITS

<p><b>(X)</b> Workers' Compensation (Statutory)/Employer's Liability</p> <ul style="list-style-type: none"> <li><b>(X)</b> Broad Form All States Endorsement</li> <li><b>(X)</b> Voluntary Compensation Endorsement</li> <li><b>(*)</b> Longshoremen's and Harbor Workers' Compensation Act Endorsement</li> <li><b>(X)</b> Waiver of Subrogation (Specifically naming "Los Angeles World Airports" Blanket endorsements are unacceptable)</li> </ul>	<p><b><u>Statutory</u></b></p>
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<p><b>(X)</b> Automobile Liability - covering owned, non-owned &amp; hired auto</p>	<p><b><u>\$1,000,000CSL</u></b></p>
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<p><b>(X)</b> Aviation/Airport Liability</p>	<p><b><u>\$1,000,000CSL</u></b></p>
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### OR

<p><b>(X)</b> Commercial General Liability, including the following coverages:</p> <ul style="list-style-type: none"> <li><b>(X)</b> Premises and Operations</li> <li><b>(X)</b> Contractual (Blanket/Schedule)</li> <li><b>(X)</b> Independent Contractors</li> <li><b>(X)</b> Products /Completed Operations</li> <li><b>(X)</b> Broad Form Property Damage</li> <li><b>(X)</b> Personal Injury</li> <li><b>(X)</b> Explosion, Collapse &amp; Underground (required when work involves digging, excavation, grading or use of explosive materials.)</li> <li><b>(X)</b> Additional Insured Endorsement (Specifically naming "Los Angeles World Airports" Blanket endorsements are unacceptable)</li> </ul>	<p><b><u>\$1,000,000CSL</u></b></p>
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<p><b><u>***</u></b> Coverage for Hazardous Substances</p>	<p>Sudden Occurrence Non-sudden Occurrence</p>	<p><b><u>\$ ***</u></b> <b><u>\$ ***</u></b></p>
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<p><b><u>**</u></b> Builder's Risk Insurance - (All Risk Coverage, including material in transit)</p>	<p><b><u>Value of Improvements</u></b></p>
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Comments:

- \* If exposure exists, coverage is required.
- \*\* Required if property or building ultimately revert to City.
- \*\*\* Must meet Federal and/or State requirements.

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

**INSURANCE COMPANIES WHICH DO NOT HAVE A BEST RATING OF B OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE SUBMITTED TO EXECUTIVE DIRECTOR FOR ACCEPTABILITY.  
PLEASE RETURN WITH EVIDENCE OF INSURANCE**

## **Insurance**

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

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

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

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

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

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

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

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

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

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

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

### ***City Held Harmless***

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

### ***Hazardous and Other Regulated Substances***

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

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

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

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

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

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

# List of Other City of Los Angeles Contracts

**Current and Prior City of Los Angeles Contracts**

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

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

# Municipal Lobbying Ordinance



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

# Bidder Certification

## CEC Form 50

<b>Bid/Contract Number:</b>	<b>Department:</b>
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<b>Name of Bidder:</b>	<b>Phone:</b>
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**Address:**

**Email:**

### CERTIFICATION

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Los Angeles Administrative Code § 10.40.1(h)

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

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

## Los Angeles Administrative Code § 10.37.1(i)

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

**MBE, WBE, DBE and OBE Program**

## **Policy Statement**

Pursuant to United States Department of Transportation 49 Code of Federal Regulations (CFR) Subtitle A Part 26, Executive Directive No. 2001-26 of Mayor Richard Riordan and the provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), Disadvantaged Business Enterprises (DBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LAWA contracts. Current and prospective contractors, subcontractors, lessees, permittees, and concessionaires shall assist LAWA in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by MBE/WBE/DBE/OBEs and to encourage the development of existing and new MBE/WBE/DBE/OBEs.

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

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

## **Outreach**

Los Angeles World Airports is committed to increasing the number of minority and woman-owned and disadvantaged firms participating in Airport contracts. Firms may participate in LAWA contracts as prime contractors, member firms of a joint venture, subcontractors, or suppliers.

## **Subcontractor Listing**

If subcontracting opportunities are identified, your bid/proposal should also include a completed MBE/WBE/DBE Participation Form outlining the portion of the work that will be performed by each listed MBE/WBE/DBE subcontractor. The form must include the name and address of the subcontractor, the percentage of the total contract the subcontractor will perform, and the dollar amount the percentage represents. A copy of the required form is included in this section.

An MBE/WBE/DBE Utilization Form for reporting the actual utilization of MBE/WBE/DBE firms is to be submitted monthly by each prime contractor. A copy of this form will be provided prior to the commencement of work.

## **Certification**

A firm which wants to be considered an MBE, WBE or DBE for this project should be certified by the City of Los Angeles, Centralized Certification Administration. If not currently certified, the company must submit all necessary documents, including the Application for Certification to the Centralized Certification Administration, no later than the due date of the bid/proposal.

Definitions, instructions, and an Application for Certification are available at [www.lawa.org](http://www.lawa.org). If additional clarification of the Minority and Woman-Owned Business Enterprise Program or the Disadvantaged Business Enterprise Program is required, please contact the Centralized Certification Administration at (213) 847-6480.