

City of Los Angeles Department of Water and Power



**Request for Proposal
RFP No. RFP252-09**

**Change Management and Facilitation Services for SCTP and
eRSP Projects**

April 17, 2009

LETTER OF ANNOUNCEMENT

Request For Proposal (RFP)
Change Management Facilitation Services for SCTP and eRSP Projects
RFP No. RFP252-09

Department of Water & Power
of the City of Los Angeles

The Los Angeles Department of Water and Power (LADWP), Supply Chain Services Division (herein referred to as SCS) is issuing a Request for Proposals (RFP) to select a qualified and experienced Contractor that has experience in Supply Chain Organizations, specifically in procurement and materials management, that can step in and provide change management services for two projects that are directly related. It is also required that Contractor can provide various types of skills like and not limited to coaching, facilitation, analysis, implementation, writing policies and procedures, communication strategies, planning, organizing, and training for a one year term and one one-year renewal at the sole option of LADWP.

Please download a copy of the Request for Proposal (RFP) on the LADWP website under the RFP section of Available Bids at www.ladwp.com/Purchasing.

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

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

Please submit your written proposal, one (1) original and three (3) copies, no later than 3:00 pm on May 20, 2009, in a sealed package, clearly marked with the RFP number and title of work to be done. Proposals will not be accepted via electronic mail or facsimile. The LADWP will not be responsible for any delay in delivery. Proposals received after 3:00 pm on May 20, 2009, including delivery to a location other than that specified below, will be deemed to be non-responsive and may be returned unopened to the proposer.

Address the proposal package to:

Lisa Aubrey, RFP Coordinator
Vendor Liaison Office
Los Angeles Department of Water and Power
111 North Hope Street, Room L43
Los Angeles, CA 90012

Proposal shall be identified as:

RFP No. RFP252-09
Change Management & Facilitation
Services for SCTP and eRSP
Due date: May 20, 2009

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

As proposals are received, they will be time-and-date stamped and logged into a Register of Proposals, which will include the name of the proposer, and the date and time of the proposal receipt.

Proposals must be received by the LADWP at the exact address listed above. No allowance will be made for delays in the U.S. Mail, consumer mailing services, or the LADWP's internal mail service. Proposals will be time stamped prior to the 3:00 p.m. closing time, unless otherwise instructed (by addendum). Submittals received after this time and date will be considered late and will not be opened or considered for evaluation and will be returned unopened in accordance with purchasing policies.

For questions regarding this RFP, submit all inquiries in writing to Lisa Aubrey, Contract Administrator, via RFP252-09@ladwp.com or via fax at (213) 367-2268 no later than Tuesday, April 28, 2009. LADWP's responses to the questions will be posted on the LADWP website at www.ladwp.com under the 'Bids & RFPs' section of 'Doing Business' tab no later than Wednesday, May 6, 2009. LADWP recommends all proposers to visit the above mentioned LADWP website on a regular basis as the responses may be posted earlier than the posting date.

REQUEST FOR PROPOSAL

Change Management and Facilitation Services
for Sctp and eRSP Projects

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1.0 Introduction

1.2 Purpose of Project

The LADWP has two projects in need of Change Management Services. These programs are Supply Chain Transformation Program (SCTP) and the Electronic Request-Solicit-Procure System (eRSP). Through this Request for Proposal (RFP) LADWP intends to hire a Contractor that has knowledge and experience in Supply Chain organizations, specifically in procurement and materials management, that can step in and provide change management services for two projects that are directly related. It is also required that Contractor can provide various types of skills like and not limited to coaching, facilitation, analysis, implementation, writing policies and procedures, communication strategies, planning, organizing, and training for these two projects that are currently underway. The term will be for one year with one one-year renewal option to be exercised at the sole discretion of LADWP.

1.2 Background of Project

LADWP Supply Chain Services has previously contracted with a vendor to provide an independent, comprehensive assessment of its internal supply chain operations. Subsequently this same vendor assisted LADWP to embark on a series of initiatives to improve its supply chain services. As a result LADWP has launched a SCTP and established a Program Management Office (PMO). LADWP created teams to handle the following initiatives; Transition Management, Reduce Purchasing Backlog, Purchasing Process Redesign, Supply Chain Technology, Supply Chain Professional Development, and Strategic Sourcing. LADWP is in need of facilitation and implementation services to assist the PMO and other initiatives and its teams to manage, fix, improve, accelerate, transform, and enable the transformation. The initiatives are currently between the stages of design (approximately 25%) and construct (less than 5%).

LADWP has also begun implementing an electronic procurement system called Electronic Request-Solicit-Procure System (eRSP) in early 2008. It is being implemented by a system integrator, Sierra Systems Inc., using a proprietary software tool that belongs to their subcontractor OGMA Consulting Inc. (a Canadian Co.). The proprietary software tool is called Opportunities & Purchasing Exchange Network, (O&PEN). Phase 1 of the implementation has been completed and the project is now in Phase 2. The project is in process and there is currently no change management support.

The SCTP Purchasing Process Redesign and the eRSP efforts are merging together because the SCTP redesign plan (workflow) will be made part of the eRSP design for implementation. Both of these projects have program leadership. SCTP is lead by SCS Program Director and the eRSP is lead by the Chief Information Officer. There is a Steering Committee that serves both of these programs and includes Assistant General Managers and senior management.

2.0 Definition of Terminology

2.1 Acronyms

SCTP - Supply Chain Transformation Program
eRSP - Electronic Request-Solicit-Procure System
using O&PEN Application software
O&PEN - Opportunities & Purchasing Exchange Network
PMO - Program Management Office
SCS - Supply Chain Services

3.0 Statement of Work (SOW)

3.1 Scope of Work

The contractor shall provide the services necessary to successfully manage coordinate, document, and validate change for each of the projects (SCTP and eRSP) individually and collectively. The contractor shall have the knowledge and experience in Supply Chain Management, specifically in the areas of procurement and materials management. The contractor shall provide the services with competence and skills required for best practices in change management, facilitation, implementation, coaching, documentation, communication (written and verbal), writing policies and procedures, planning, organizing, directing, and training support.

3.2 Description of Work

The major project tasks shall be fully developed in a task order in accordance with the Task Management Section of Professional Services Agreement, Attachment H, Article V, Section 501, attached. The tasks are as follows, and include, but are not limited to:

3.2.1 Change Management Services for eRSP and SCTP

The contractor shall develop, direct, document, validate, manage, support, and sustain a comprehensive organization-wide change management initiative for each of the projects (eRSP and SCTP) individually and collectively that shall include, but is not limited to the following:

1. eRSP/SCTP initiative/project visions/mission/goals documentation/communication

2. Organizational assessment/documentation/impact/readiness
 - a. Impact analysis/management
 - b. Risk identification/assessment/management
3. Stakeholder identification/assessment/engagement/readiness
4. Communication strategy/lan/material
5. Leading change
 - a. Change management activity tracking
 - b. Change agent training
6. Training assessment/strategy
7. Support Change
8. Sustaining Change
9. Lessons learned assessment/documentation/remediation

3.2.2 Facilitation Services for the SCTP Project

The contractor shall assist LADWP in the SCTP. There were six initiatives that have been identified to proceed in the transformation program. LADWP requires support in further developing and completing these initiatives. The contractor shall facilitate in the development and execution of leadership alignment and stakeholder management plans. The contractor shall maintain efforts in escalating workforce transition plans to address organization and/or job impacts resulting from the transformation initiatives. The contractor shall provide services that will facilitate SCTP through the phases of work that includes design, construction, completion, and maintenance of the following list of activities.

1. Manage the Transformation
 - a. Providing coaching and support to the Program Management Office (PMO) team within the SCTP.
 - b. Conduct a "Transformation Risk Assessment" to identify potential risks to successful program completion. Risk Assessment may include and not limited to:
 - Cost of Status Quo
 - Vision Clarity
 - Sponsorship
 - Change Agent Skills
 - People Response
 - Communication
 - Culture/Organization Alignment
 - Program Management

2. Fix Backlog Issues
 - a. Provide support to Backlog Reduction Team.
 - b. Assist with the development of a backlog tracking and reporting tool that utilizes a current application being used at LADWP.
 - c. Provide training and support in the use of the backlog-reporting tool.
 - d. Assist with the development of new policies and procedures related to how to better purchase low dollar request and recurring purchases.
3. Improve Supply Chain Processes
 - a. Assist with the eRSP project to support the process changes for the various purchasing channels.
 - b. Assist with development of new policies and procedures needed to support the new purchasing processes.
 - c. Assist with development of training for change to include and not limited to communication, materials, train change sponsor, and provide initial training to personnel impacted by the new policies and procedures.
 - d. Support implementation, including elements of change management, of new policies and procedures.
 - e. Provide assistance with writing proposals to increase delegation of authority to Board of Water and Power Commissioners, Major, and City Council.
 - f. Update redesigned processes and procedures as needed to reflect lessons learned during implementation.
 - g. Document lessons learned.
4. Accelerate Strategic Initiatives
 - a. Assess strengths and weaknesses of current SCS organization structure.
 - b. Assist SCS leaders to identify issues associated with transforming current SCS organization from transaction processing to more customer-facing structure
 - c. Assist SCS leadership to design Key Performance Indicators (KPI) for the supply chain function and a reporting and monitoring program to support the KPI metrics.
 - d. Assist with identifying tools for periodical collection and reporting of KPIs to SCS and LADWP management.
 - e. Assist with developing a detailed organization design for SCS.
 - f. Support SCS leadership in implementing the new design.
 - g. Formalize the roles and responsibilities of a new Supply Chain Council.
5. Transform the Organization
 - a. Assist with implementation of strategic sourcing concepts and practices.
 - b. Provide support and facilitation services to implement Wave 1 of strategic sourcing for approximately \$100 million in spend.
 - c. Assist with the development of Category Teams.
 - d. Provide support to Category Teams in the areas of spend analysis, market analysis, and sourcing strategy.
 - e. Provide ongoing coaching to the Category Teams including training updates.

6. Enable the Transformation
 - a. Support the Supply Chain Technology team during roll-out of the eRSP application to each of the purchasing processes redesigned under Task 3 above.
 - b. Assist with identifying additional software applications that may support the continued supply chain improvements.
 - c. Support the Supply Chain Professional Development Team to identify training requirements associated with key positions within SCS and help develop appropriate training materials.
 - d. Assist with developing and launching the use of individual employee Personal Development Plans

3.3 Deliverables

Deliverables will be defined during the development of a task order.

3.4 General Requirements

Contractor shall be able to work onsite and offsite as required.

Contractor shall have full working knowledge of Change Management concepts and application.

Contractor shall have full working knowledge of Supply Chain Services functions and issues specifically related to procurement and materials management.

Contractor shall have full working knowledge and skills of Microsoft Office Suite which includes and not limited to Tools, Access, Excel, InfoPath, Outlook, Power Point, Publisher, Word, and Visio.

3.5 Schedules

Phase 2 of the eRSP system implementation is currently scheduled to be completed by July 2009, however, there have been some delays and a new completion date is being established, which will incorporate the changes in process flow identified by SCTP. The eRSP project is expected to be completed within the first year of the subsequent contract from this RFP.

The plan is to have most of the services provided during the first year of the contract and provide for a one year option to renew the contract which shall be exercised at the sole discretion of LADWP.

3.6 LADWP Furnished Resources

LADWP will provide working space, desk phone, and connection to internet and LADWP network for Contractors employees during the time they work onsite. LADWP shall also provide a projector that works with a laptop during presentations that require this type of equipment. LADWP shall also provide staff assigned as Change Sponsors, Change Agents, and Team Members.

NOTE: LADWP will not provide parking in LADWP facilities.

3.7 Contractor Furnished Property

Contractor shall provide their own laptop computer and other electronic tools necessary to perform work.

3.8 Progress Reporting

The PMO currently has several reporting documents that the Contractor shall use. Contractor shall also provide assistance to PMO for improving the use of these reports. Contractor shall assist PMO in keeping track of and documenting lessons learned. The task orders shall further define the need for reporting if necessary.

4.0 Evaluation Process and Criteria

LADWP will select the proposer that best meets the criteria presented in this RFP and in accordance with the City Charter. Factors other than price will be considered in determining proposer selection, including the criteria listed below. In addition to materials provided in proposals, the LADWP may rely on references and generally available industry information.

4.1 Evaluation Process

The evaluation consists of:

- Level 1 An initial review of the responses for content, completeness, and price competitiveness.
- Level 2 A detailed analysis of the quality of service offered in the responses. This review will include evaluation of each component of the evaluation criteria below, and oral presentation if needed.
- Level 3 An interview and/or presentation may be scheduled with only those bidders that fall within a competitive range in order to demonstrate thoroughly the ability to provide these services in accordance with the LADWP policies

and programs.

4.2 Evaluation Criteria

4.2.1 Compliance of RFP Requirements

Proposals will be evaluated pass/fail on their responsiveness to RFP requirements, including, but not limited to:

1. Correct number of proposal copies submitted;
2. Formatting requirements described in section 5.0 of this RFP;
3. All requested information provided and included.

4.2.2 Technical Ability

Proposers will be evaluated on the following:

1. Knowledge and experience in Supply Chain Management and Change Management.
2. Capabilities and skills related to the type of services that are described throughout this RFP and Section 5.5.

4.2.3 Management/Organization

Proposers will be evaluated on the following:

1. Financial capacity and depth of organization to provide the services and maintain stability
2. Qualifications and experience of assigned personnel (including subcontractor and/or partner personnel offered).
3. Quality assurance approach
4. Coordination and management approach to handling multiple task at the same time as described in Section 5.6, item 6 of this RFP.

4.2.4 Past Performance

Proposers past performance on other projects based on references will be evaluated.

4.2.5 Subcontractors

Proposers will be evaluated on whether or not they identify and utilize subcontractors for the work requested in this RFP as described in Section 5.8 and 5.9 of this RFP.

4.2.6 Cost

Price will be evaluated by performing a price analysis. The fee schedule to perform the services described in the RFP must be reasonable and competitive with other proposals and the market place without diminishing the quality of services. Reasonableness of Proposer's detailed cost including travel cost to accomplish change management services as described in Section 5.10, item 3 will be evaluated.

In order for LADWP to determine the reasonableness of the cost offered, Proposers may be required to substantiate their offered prices upon request of LADWP.

4.2.7 Job Opportunities and Training Program

Proposer's ability to meet the program goals and the demonstrable indicators in accordance with Attachment J of this RFP will be evaluated.

5.0 Requirements for Proposal

5.1 Writing Requirements for Proposal

Submitted proposals shall conform to the following requirements:

1. One original and three copies of the proposal shall be enclosed in a single, sealed package plainly marked with the words "Proposal for Change Management and Facilitation Services RFP252-09."
2. Proposals shall be prepared simply and economically, without the inclusion of unnecessary promotional materials.
3. Proposals submitted shall be written in the English language.
4. Proposals shall be submitted on recycled paper that has a minimum of 30-percent post-consumer recycled content.
5. The proposals shall be duplex copied (double-sided pages).
6. Neon or fluorescent paper shall not be used.
7. Company/Corporate letterhead or stationery that accompanies the proposal is exempt from these requirements

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

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

5.2 Coverage of RFP Items

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

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

5.3 Letter of Transmittal

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

- A brief statement of the Contractor's understanding of the work to be done and commitment to perform the work as scheduled.
- A list of the sections/parts of the RFP being bid.
- A summary of exceptions taken to the RFP requirements, statement of work, specifications, and/or proposed contractual terms and conditions.
- A reference to any contractual terms and conditions required by the Contractor.
- The names of individuals authorized to represent the Contractor, the titles, addresses, telephone numbers, and e-mail addresses.
- An officer authorized to bind must sign each proposal on behalf of the Proposer and must include the following declarations on the transmittal letter:

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

5.4 Table of Contents

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

5.5 Technical Ability

1. Describe proposers understanding of LADWP's need related to the Statement of Work Section 3.0 of this RFP. Be sure to include information related to your level of knowledge and experience in Supply Chain Management and Change Management.
2. Describe proposers capability, including any subcontractors and/or partners firm plans to utilize, to handle the various work requested. Specifically describe firms capabilities to perform the following skills:
 - a. Organizational
 - b. Performing assessments
 - c. Communication written and verbal
 - d. Conducting and facilitating meetings
 - e. Writing proposals, policies, and procedures
 - f. Training
 - g. Coaching and mentoring
 - h. Designing Key Performance Indicators (KPI) and monitoring
 - i. Strategic sourcing concepts and practices. Include information describing how firm will implement a strategic sourcing at LADWP and at the same time coach and develop LADWP staff to continue strategic sourcing independently

5.6 Management/Organization

1. Describe firms business type and size. Include an organization chart of the firm or of the division of the firm that will be responsible for providing the services requested in this RFP.
2. Describe firms financial capacity to handle the requirements of this contract and maintain stability
3. Identify the personnel including the subcontractors that would be assigned to LADWP. Include information on their experience and education directly related to the types of knowledge and services requested in Statement of Work, Section 3.0 and of Technical Ability, Section 5.5 of this RFP. Also, include the following information for each person provided:
 - a. Company name they currently work for,
 - b. their current work location, and
 - c. the length of service time with this company.
4. Identify the personnel that will be designated as key personnel for this project. Their skills and level of experience will be made part of any subsequent contract in accordance with Professional Service Agreement, Attachment H, Exhibits C and D of this RFP.
5. Describe firms approach to quality assurance and overall ability to provide the services requested without delay or failure.
6. A major task that may be performed is the Change Management Services related to

the implementation of the eRSP Project including the requirement to coordinate the future state process redesign of various contracting methods. The work for this will begin upon contract execution and will last eight (8) to twelve (12) months. Simultaneously the selected contractor will have to work on other SCTP initiatives of which there will be various and possibly multiple tasks happening at the same time.

- a. Describe how you will coordinate multiple tasks.
- b. Describe the availability of resources to handle more than two tasks at a time.
- c. Describe how you will manage the billing to assure that each task is properly billed for the actual services provided.
- d. Describe how you will manage the progression and completion of work so that it is completed on schedule and within the cost of the task

5.7 Past Performance

1. Provide most recent references and projects in which the Proposer has provided Change Management Services within the past five years. Include the following for each reference's information for items 1 - 4 of this section:
 - a. Company Name
 - b. Business Address
 - c. Name of Contact
 - d. Title of Contact
 - e. Telephone number of Contact
 - f. Term of Services
 - g. Contract value
 - h. Brief description of services performed (if it was for implementation of a software application, be sure to provide the name of the software)
 - i. Identify whether your firm's function was as prime contractor or subcontractor (if subcontractor provide the same information in this list for the Prime Contractor you worked for.
2. If applicable, provide at least one and up to three references in which the subcontractor and/or partner have provided Change Management Services within the past five years.
3. Provide at least one reference in which the Proposer has provided any one or combination of services listed under Technical Ability, Section 5.5 of this RFP.
4. If applicable provide at least one reference in which the subcontractor and/or partner has provided one or a combination of services listed under Technical Ability, Section 5.5 of this RFP.

LADWP may, at its option, contact other known Proposer's customers for references. Based on the references provided, LADWP may visit/evaluate one or more references.

5.8 Subcontractors

State whether proposer will use Subcontractors to perform services pursuant to this RFP. Each Subcontractor known at the time the proposal is submitted shall be listed in this section. Provide the following information; company name, contact person, address, telephone number, the type of services they will provide, identify whether they are woman or minority owned business enterprise (W/MBE), identify the agency they are certified as W/MBE, and attach a copy of the certification to the proposal. For all non-W/MBE subcontractors please identify them as Other Business Enterprises (OBE). Provide the Subcontractor personnel experience and education information in Qualification of Assigned Personnel section below.

5.9 Supplier Diversity

State whether the Contractor is a Women's or Minority Business Enterprise. The LADWP encourages Contractors to use Women's and Minority Business Enterprises and all other business enterprises and equal opportunity to participate in the performance of this contract. Policy regarding W/MBE is presented in Professional Services Agreement Attachment H, Exhibit E, Section PSC-26.

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

It is the policy of the LADWP to provide Women Business Enterprises (WBEs), and Minority Business Enterprises (MBEs), and all other business enterprises an equal opportunity to participate in the performance of all LADWP contracts. Bidders shall assist the LADWP in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including WBEs and MBEs, have an equal opportunity to compete for and participate in the work being requested by this RFP.

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

5.10 Compensation: Fees and Labor Costs

Prepare a fee schedule for each item below in accordance with attached sample Fee Schedule, Attachment A.

1. Provide a fee schedule that includes the price per hour for all personnel including Subcontractors personnel for staff identified in Assigned Personnel, Section 5.6, items 3 and 4 above.
2. Provide a fee schedule for other staff or positions, not identified as key personnel, that may or may not participate on the subsequent contract as support staff either working onsite or offsite.
3. Detail the cost to accomplish Change Management Services for the eRSP project as described in Statement of Work, Section 3.2.1. Include a total "not to exceed" cost for this particular description of work. Include the following in the cost:

the positions required
the number of hours per position
the cost per hour per position
any training cost
any travel cost*
any miscellaneous cost (identify specifically what these cost elements are)

* Travel cost shall not exceed 10% of the total "not to exceed" cost. The proposer shall follow all LADWP Allowable Travel Expense in accordance with Professional Services Agreement, Attachment H, Exhibit B.

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

Note: Prior to contract award, the successful bidder shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.

5.11 Background Check Certification

All Contractors and their subcontractors are required to undergo a background check prior to execution of the Professional Services Agreement (PSA), Attachment H. Contractors and their subcontractors shall have proof of compliance by presenting LADWP with a letter, on corporate letterhead by the individual designated in the PSA as one who has the authority to bind the corporation, in a format as shown in Attachment K.

5.12 Previous Services Provided to City of Los Angeles

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

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

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

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

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

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

5.14 Living Wage Ordinance

Submittal of a response to this Request for Proposal stipulates and confirms that the undersigned (Proposer) agrees to comply with the applicable provisions of the Service Contract Workers Retention Ordinance (Section 10.36) and Living Wage (Section 10.37) of the Los Angeles Administrative Code. (SCWRO/LWO). The City of Los Angeles policy regarding Living Wage/Service Contractor Worker is presented in Professional Service Agreement, Attachment H, Exhibit E, Section PSC-20.

SCWRO/LWO forms must be completed by the successful proposer, only. Refer to instructions attached in Attachment C.

5.15 Child Support Policy

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

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

5.16 Insurance Requirements

Describe the Contractor's ability to comply with the Insurance Requirements presented in Section 10.0 and Attachment I of this RFP.

5.17 Los Angeles City Tax Registration Certificate

Provide the Contractor's Business Tax Registration Certificate (TRC) or Business Tax Exemption Number. Policy regarding TRC is presented in Professional Service Agreement, Attachment H, Exhibit E, Section PSC-15.

The instructions for TRC are attached in Attachment E of this RFP

5.18 Taxpayer Identification Number

Provide the proposer's Taxpayer Identification Number on Form W-9, Attachment F. Policy regarding Tax ID is presented in Attachment Professional Service Agreement, Attachment H, Exhibit E, Section PSC-29.

5.19 Job Opportunities and Training Policy

Provide response that complies with the Job Opportunities and Training Policy, Revised 3/6/2009 as presented in Attachment J.

6.0 Task Management System

The LADWP's Task Management System is a means to contract for a specific service when the exact work product is not known at the initiation of the contract. Rates quoted in the proposal are used as the basis for establishing the compensation for the tasks requested.

Any contract awarded as a result of this RFP will be administered and managed using the LADWP's Task Management System with compensation for a task being calculated and established on a time-and-material or fixed cost basis. Upon acceptance of a task order, the Service Provider agrees to provide the deliverable(s) required by the order within the cost and schedule estimates included in the task order. See Professional Services Agreement, Attachment H, Article V.

7.0 Contract Period

7.1 Contract Period

The resulting contract will be one year with one (1) one-year renewal option to be exercised at the sole discretion of LADWP.

8.0 Conditions for Submitted Proposal

8.1 Clarification

If additional information is needed to interpret RFP, written questions shall be submitted to Lisa Aubrey, RFP Coordinator, via RFP252-09@ladwp.com or fax to (213 367-2200) no later than Tuesday, April 28, 2009

8.2 Responsiveness

The detailed requirements set forth in all paragraphs of Section 5.0 are mandatory. Failure by a proposer to respond to a specific requirement may result in disqualification.

8.3 Right to Reject Proposals

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

8.4 Incurring Costs

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

8.5 Disposition of Proposals

All proposals submitted in response to this RFP shall become the property of the LADWP and a matter of public record. Also, the Contractor must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 et seq.). In the event such an exemption is claimed, the Contractor shall be requested to state in the proposal that they will defend any action.

8.6 Discussions

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

8.7 Award

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

8.8 Council Review

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

8.9 Protest Policy

Protest Policy is described in Attachment G of this RFP.

9.0 Standard Contract Provisions

At the conclusion of the evaluation process, negotiations between the LADWP and the successful proposer for a contract will proceed. In order to ensure the negotiations are successfully completed within an appropriate time frame, the standard terms and conditions required by the LADWP is presented in Attachment H, Professional Services Agreement. This agreement includes Standard Terms and Conditions that will be made part of the final contract including City/LADWP required socioeconomic programs and requirements.

10.0 Insurance Requirements

Insurance – General Statement

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

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

For further information regarding these requirements, please contact:

Los Angeles Department of Water and Power
 Risk Management Section
 Phone: (213) 367-4674
 Fax: (213) 367-0214
 Web: <http://www.ladwp.com/ladwp/cms/ladwp005363jsp>

Insurance – Applicable Terms and Conditions

10.1 Additional Insured Status Required

Contractor/Vendor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Contractor's/Vendor's acts or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor/Vendor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor/Vendor assumed under the contract.

10.2 Severability of Interests and Cross Liability Required

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

10.3 Primary and Non-Contributory Insurance Required

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

10.4 Deductibles Subject to LADWP's Discretion

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

10.5 Proof of Insurance for Renewal or Extension Required

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

10.6 Submission of Acceptable Proof of Insurance and Notice of Cancellation

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

10.7 Claims-Made Insurance Conditions

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

10.8 Failure to Maintain and Provide as Cause for Termination

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

10.9 Sub-Contractor Compliance

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

10.10 Periodic Right to Review/Update Insurance Requirements

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

10.11 Specific Insurance Requirements

See Attachment I, "Contract Insurance Requirements".

10.12 Indemnification

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

Attachment A

Fee Schedule Sample

RFP No. _____
Firm Name: _____
Firm Address: _____
Contact Name: _____

Direct Labor Key Personnel

Staff Name	Position Title	Hourly Rate
		\$

Other Staff

Staff Name	Position Title	Hourly Rate
		\$

Detail Cost for Change Management Services for Statement of Work Section 3.2.1 of RFP

Direct Labor Cost

Position Title	No. of Hours required	Cost per hour	Total Cost

Other Direct Cost

Item Description & Purpose	Billing Unit	Amount
Travel		
Training		
Other Misc. cost (list and describe)		

Attachment B

CITY OF LOS ANGELES

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

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

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

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

E. Equal Employment Opportunity Officer:

Please be advised that _____ is hereby

NAME OF 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

A-1

TELEPHONE

DATE

☐ PRIME ☐ SUB ☐ BCA Form (6/08) **TOTAL COMPOSITION OF WORK FORCE** OCC# _____ Length of Contract _____
 Contractor _____ Project Title _____ (If you have no employees, write "no employee at this time.")
 Contractor Address _____ Work Force as of (Date) _____

FOR CONSTRUCTION PROJECTS (L.A. County Only)												
	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE		
	J	A	T	J	A	T	J	A	T	J	A	T
CRAFT												
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

	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	
OCCUPATION															
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

A-7

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Attachment C

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

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

6. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$440,792 (effective July 1, 2008). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the Office of Contract Compliance website at <http://www.bca.lacity.org>.

LIVING WAGE FORMS CHECKLIST

To be completed by Contractors

- ✓ LW 6 - Employee Information Form
 - *Due within 30 days of contract execution.*
- ✓ LW 18 - Subcontractor Information Form
 - *Due within 30 days of contract execution.*
- ✓ LW 10 - OCC Exemption Application (if applicable)
 - *To be submitted along with bid or proposal.*
- ✓ LW 13 - Departmental Exemption Application (if applicable)
 - *To be submitted along with bid or proposal.*
- ✓ LW 26 - Small Business Exemption Application - English (if applicable)
- ✓ LW 26A - Small Business Exemption Application - Spanish (if applicable)
 - *To be submitted along with bid or proposal.*

To be completed by Subcontractors

- ✓ LW 5 - Subcontractor Declaration of Compliance (if applicable)
 - *Due within 90 days of the execution of the subcontract.*

To be completed by Contract Administrators

- ✓ Contract Summary Sheet
- ✓ LW 1 - Departmental Determination Form
 - *To be submitted to OCC after the contract execution.*
- ✓ LW 13 - Departmental Exemption Application
 - *Bottom portion to be signed prior to returning forms to SCS Contract Compliance Section*

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2008 a wage of at least \$10.00 per hour with health benefits of \$1.25 per hour, or \$11.25 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No If YES:
 - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
 - 5b. **STATE** how much, if any, employees pay for co-premiums: \$ _____
6. **SUBMIT** a copy of your company's current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company's current UNPAID time off policy for the employees working on the City contract.

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

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

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

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

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFORMATION

Company Name: _____ Contact Person: _____ Phone Number: _____
 Do you have subcontractors working on this City contract? ☐ Yes ☐ No
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.
 If YES, 1) **STATE** the number of subcontractors working ON THIS CITY CONTRACT: _____
 2) Fill in PART A for EACH subcontractor in Section II below AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

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

SECTION II: SUBCONTRACTOR INFORMATION (continued)				
PART A	PART B			
	CHECK OFF ONLY ONE BOX (I-IV) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:			
	I 501(c)(3) ¹	II One- Person Contractor ²	III Collective Bargaining Agreement ³	IV Occupational License ⁴
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? ☐ Yes ☐ No 8. Is the length of the subcontract over three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	☐	☐	☐	☐
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? ☐ Yes ☐ No 8. Is the length of the subcontract over three (3) months? ☐ Yes ☐ No If you checked off YES for Questions 7 AND 8, continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . If you have additional Subcontractors, please attach another copy of LW-18. Otherwise, continue to Section V.	☐	☐	☐	☐
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS) If you checked off any boxes in Part B, your Subcontractor(s) may qualify for an LWO exemption. Have your subcontractor fill out the form in the right-hand column below. Continue to Section V, and submit this form (along with LW-13 or LW-10) to the Awarding Department for approval. If you did NOT check any boxes in Part B or do NOT qualify for an exemption, Continue to Section IV.				
☐ One-person contractors, lessee, licensee ☐ 501(c)(3) non-profit organization		LW-13: http://bca.lacity.org/site/pdf/lwo/exemptioncertification.pdf		
☐ Occupational license required ☐ Collective bargaining agreement w/supersession language		LW-10: http://bca.lacity.org/site/pdf/lwo/ExFormW2.pdf		
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS) Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the following forms and submit them (along with LW-18) to the Awarding Department (and supporting documentation, where applicable):				
a. Employee Information Form b. Subcontractor Information Form c. Subcontractor Declaration of Compliance Form		LW-6: http://bca.lacity.org/site/pdf/lwo/eiLW6.pdf LW-18: http://bca.lacity.org/site/pdf/lwo/siflw18.pdf LW-5: http://bca.lacity.org/site/pdf/lwo/doc.pdf		
SECTION V: SIGNATURE I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.				
Print Name of Person Completing This Form _____		Signature of Person Completing This Form _____		
Title _____	Phone # _____	Date _____		
AWARDING DEPARTMENT USE ONLY:				
Dept: _____ Dept Contact: _____		Contact Phone: _____ Contract #: _____		

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

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

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

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

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

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

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

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

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

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

LWO – OCC EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE OCC APPROVAL

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

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ Service contracts / Public Licenses / Lessees NOT Subject ☐ Grant Funded Services ☐ CFAR	A memorandum explaining the basis for the request for application for exemption.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
☐ Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Date _____
Phone # _____	
ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDDING DEPARTMENT USE ONLY	
Dept: _____	Contract #: _____
Dept Contact: _____	Contact Phone: _____
OCC USE ONLY	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

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

EXEMPTION INFORMATION:

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

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ 501(c)(3) Non-Profit Organizations: ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.	1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> _____ 3. Based on Question 2 above, is A less than C? ☐ YES ☐ NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? ☐ YES ☐ NO
☐ One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	NONE REQUIRED.

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

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

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

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

EXEMPTION THAT REQUIRES OCC APPROVAL

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

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: _____
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____

SECTION I: BUSINESS INFORMATION

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

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
☐ I am a lessee or licensee beginning my first year of operation as a business.	None Required.
☐ I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
☐ I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

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

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

SECTION II: EMPLOYEE INFORMATION

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

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

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

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

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

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDED DEPARTMENT USE ONLY:

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

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By OCC Analyst: _____

Date: _____

3. Enter # of Hours worked:

7. If 6c is NO then this contract is NOT ELIGIBLE FOR AN EXEMPTION. If 6c is YES SIGN and ATTACH this form to LW-26A

Date _____

OFFICE OF CONTRACT COMPLIANCE EEOE SECTION: (213) 847-2625

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

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

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
2. Company Address: _____
3. Awarding Department: _____
4. Project Name: _____

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

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

THE SERVICE CONTRACT WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

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

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

- As of July 1, 2008 a wage of at least \$10.00 per hour with health benefits of \$1.25 per hour, or \$11.25 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
2. Company Address: _____
3. Type of Service Provided by Subcontractor to Prime: _____
4. Amount of Subcontract: _____ Subcontract Start Date: ____/____/____ End Date: ____/____/____

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

Attachment D

City of Los Angeles
Department of Water and Power
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The Undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

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

City/County/State

Date

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

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

Attachment E

ANTOINETTE CHRISTOVALE
DIRECTOR OF FINANCE

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

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

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

IMPORTANT NOTICE

Dear City of Los Angeles Vendor:

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

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

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

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

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

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

Enclosures

(Revised 11/05)

Office of Finance

(Main Office)

City Hall

200 North Spring Street

Room 101

Los Angeles, CA 90012

(213) 978-1521

Hours: 8:00 a.m. – 5:00 p.m.

Monday – Friday

BRANCH OFFICES

TELEPHONE NUMBERS

HOURS

Van Nuys Civic Center

6262 Van Nuys Blvd #110

(818) 374-6850

Monday – Friday

8:00 a.m. – 5:00 p.m.

West Los Angeles

1828 Sawtelle Bl., Room 102

(310) 575-8888

Monday – Friday

8:00 a.m. – 5:00 p.m.

Hollywood

6501 Fountain Ave.

(213) 485-3935

Monday – Friday

8:00 a.m. – 5:00 p.m.

San Pedro

638 S. Beacon St. Room 211

(310) 732-4537

Mon, Wed, Fri.

7:30-Noon/1-4:30 p.m.

Westchester Municipal Building

7166 W. Manchester Ave., Room 9

(213) 473-6750

Tues. & Thurs.

8-Noon/1-4:30 p.m.

Watts Civic Center Building

10221 Compton Ave., Room 202

(213) 473-5109

Tues. & Thurs.

1:00-4:30 p.m.

Figueroa Plaza Bldg. One Stop Ctr.

201 N. Figueroa St., 3rd Floor

(Counter 17)

(213) 482-7032

Mon, Tue, Thu, Fri.

7:30 – 4:30 p.m.

Wed. 9:00 a.m.-4:30 p.m.

INFORMATION AND VENDOR QUESTIONNAIRE PACKAGE CONTENTS

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

**APPLICATION FOR TAX REGISTRATION CERTIFICATE OR
VENDOR REGISTRATION NUMBER**

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

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

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

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

MAILING ADDRESS: _____
(If Different from Business Address)

C/O: _____

DESCRIPTION OF BUSINESS: _____

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

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

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

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

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

OR

SSN

FEIN

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

Signature: _____ Title: _____

Telephone: () _____ Date: _____

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

FOR OFFICE USE ONLY

EXHIBIT B

SELLING GOODS, WARES, OR MERCHANDISE AT WHOLESALE OR RETAIL

YES NO

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

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

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

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

Account Number _____

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

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

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

	<u>YES</u>	<u>NO</u>
a. Advertising	_____	_____
b. Telephone orders	_____	_____
c. Bid by mail	_____	_____
d. Independent Commission Brokers/Sales Representative	_____	_____

If method (d) is used, please provide:

Name _____

Address _____

City _____ State _____

Telephone _____

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

Signature _____

Title _____

PROFESSIONAL OR OCCUPATIONAL/MISCELLANEOUS SERVICES

YES NO

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

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

You are engaged in business within the City of Los Angeles when, through physical presence, you carry on any trade, calling, occupation, vocation, profession or other means of livelihood, as an independent contractor, and when the gross receipts are derived from or attributable to activities engaged in within the City of Los Angeles for seven (7) or more days per calendar year.

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

Account Number _____

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

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

3. If your answer to Question No. 1 "NO", but you do have gross receipts derived from activities within the City of Los Angeles, please indicate below the nature of your activity.

Signature _____

Title _____

CONTRACTOR

YES NO

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

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

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

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

Account Number _____

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

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

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

Signature _____

Title _____

LEASING OR RENTING TANGIBLE PERSONAL PROPERTY

YES NO

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

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

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

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

Account Number _____

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

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

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

YES NO

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

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

Signature _____

Title _____

LEASING OR RENTING COMMERCIAL PROPERTY

YES NO

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

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

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

Account Number _____

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

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

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

Signature _____

Title _____

LEASING OR RENTING HOTEL ROOMS, APARTMENTS OR RESIDENTIAL UNITS

YES NO

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

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

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

Account Number _____

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

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

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

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

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

Signature _____

Title _____

EXHIBIT H

TRUCKING OR HAULING

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

YES NO

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

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

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

Account Number _____

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

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

Please provide the following information for all vehicles:

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

Signature _____

Title _____

TRANSPORTING PERSONS FOR HIRE

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

YES NO

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

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

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

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

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

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

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

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

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

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

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

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

Print Name _____

Date: _____

Signature _____

Title _____

CERTIFICATION OF EXEMPTION
CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

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

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

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

 Name of Agency

 Nature of Business/Type of Agency

 Address

 Printed Name of Authorized Representative or Agent

 Phone Number

 Signature

 Title

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

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

The _____ hereby certifies that a one time
(Name of Department/Bureau)
purchase of _____
(Type of Product/or Service)
costing _____ was made from the
(Cost of Purchase)
following business:

(Name of Company)

(Address)

(Company Representative) (Title) (Phone Number)

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

(Department/Bureau Representative)

(Title) (Phone Number) (Date)

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

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

YES NO

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

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

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

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

Account Number _____

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

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

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Signature _____

Title _____

VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

EMPLOYEE STATEMENT:

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

(Name of City Department/Bureau)

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

(Signature of employee)

(Date)

EMPLOYER STATEMENT:

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

(Department/Bureau Representative)

(Signature and Title)

(Phone Number)

(Date)

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

Attachment F

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Attachment G

PROTEST POLICY AND PROCEDURES

These procedures provide a method for resolving, prior to award, protests regarding the award of contracts by and through the Los Angeles Department of Water and Power's Board of Commissioners (Board). No contractor shall have any right to due process, should the Department fail to follow these procedures, for any reason within its discretion. However, failure by a contractor to follow protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of contract.

1.0 Filing of a Protest: Protests may only be filed by interested parties whose direct economic interest would be affected by the award or non-award of a contract.

Formal protests must be filed in writing to the Los Angeles Department of Water and Power (Department) Supply Services Manager of Purchasing Operations at the address below, and received not later than 3:00 p.m., 14 calendar days after the bid opening or after the receipt of proposals, whichever is applicable, to:

SUPPLY SERVICES MANAGER OF PURCHASING OPERATIONS
CARE OF VENDOR LIAISON CENTER
PROTEST FOR BID/SPEC/RFP NO. _____
LOS ANGELES DEPARTMENT OF WATER AND POWER
PO BOX 51111 RM L43
LOS ANGELES, CA 90015-0100

At the protestor's discretion, a protest may be filed by electronic facsimile to Fax Number (213) 367-2268, with an original copy postmarked by U.S. Mail or any other return receipt means to the addressed specified herein.

Protest submissions shall include the following information:

- a. The name and address of the protestor.
- b. The protestor's relationship to the procurement sufficient to establish that the protest is being filed by an interested party.
- c. The title or identification number.
- d. The specific objection(s) to the content of a solicitation or the award of a contract.
- e. Any documentation that may support the allegations of the protest.

PROTEST POLICY AND PROCEDURES

- f. A statement of the relief requested.

If the protest does not comply with the preceding requirements, it may not be considered for evaluation and may be returned to the protestor who submitted the written documentation without appropriate substantiating information.

The Department is not responsible for lost or otherwise delayed deliveries. A protest not filed within the time limits herein may be rejected without consideration or evaluation.

The Department may consider protests concerning ***contract compliance matters or the Request for Proposal review and evaluation process*** beyond the protest period. These protests will receive due consideration if:

- a. the protest is filed in prior to consideration of award of the contract by the awarding authority, ***and***
- b. such protests affects a contractor who appears to have substantial and reasonable prospect of being selected if the protest is accepted.

2.0 Department Response: The Department will respond in writing to each substantive issue raised in timely filed protests. Protests will be evaluated and the Director of Supply Chain Management will issue a written decision on the determination of the protest within 45 calendar days or prior to award of contract, whichever occurs earlier.

3.0 Appeals: Any decision rendered on a contract may be appealed to General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Such appeal must be filed with the Director of Supply Chain Management within 10 calendar days from the date of mailing of the Departments response to the protest. Appeals must contain detailed information regarding the basis of the appeal. The Director of Supply Chain Management will provide a written report to the General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Protesting parties will be notified of the time that the contract will be considered by General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Protesting parties will be given the opportunity to present their arguments to the Contract awarding authority.

Protests and appeals may be withdrawn at any time before a final decision is issued.

Attachment H

PROFESSIONAL SERVICES AGREEMENT

Consultant: *Consultant Name*

Subject: *Subject of Agreement*

Agreement Number: _____

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

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

RECITALS

(Note this section should largely reflect the information included in the Board Resolution and is intended to present the basis of the Agreement and conformance to City/Department procedures)

WHEREAS the Department [*explain need for services*]; and

WHEREAS the; and

WHEREAS in [date], the Department released a Request for Proposals (RFP) seeking proposals from qualified firms/organizations to [*describe services sought in RFP; If this is a sole source contract, sole source findings should be included here.*]; and

WHEREAS, the Department evaluated the proposals submitted in response to the RFP, interviewed firms/organizations, and contacted references, and selected the Consultant as being the most qualified firm for the [*title of project, should reflect subject on cover sheet*] project; and

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

WHEREAS the services to be performed are of a [*Summarize City Charter Section 1022 findings (e.g. professional, expert, temporary, and occasional nature)*].

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

ARTICLE I INTRODUCTION

101. Parties to the Agreement

The Parties to this Agreement are:

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

102. Representatives of the Parties and Service of Notices

102.1 Authorized Representatives

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

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

[Department representatives are the persons designated to execute Task Orders, Change Order Notices, formally approve Deliverables, etc. The level of supervisor or manager authorized in this Section shall depend upon the contract. However, the Department representative should be at a minimum one level of supervision above the Project/Contract administrator.]

Title

Division

Primary Location

Los Angeles, California 90012

Facsimile Number:

And [depending upon the Agreement more than one representative may be appropriate]

Name
Title
Division
Primary Location Address
Facsimile Number:

[Copies of all correspondence should go to the Project/Contract Administrator and others as deemed appropriate for the specific contract]

With copies to:

Name
Project Manager
Project name
Division
Primary Location Address
Facsimile Number:

B. The authorized representatives of the Consultant shall be:

Name
Title
Division
Primary Location Address
Facsimile Number:

And

Name
Title
Division
Primary Location Address
Facsimile Number:

With Copies to:

Name
Title
Division
Primary Location Address
Facsimile Number:

102.2 Service of Notices

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

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

103. Purpose of the Agreement

[Generally state the purpose and goal of the contract. What is the contract ultimately trying to achieve?]

OPTIONAL SECTION – Not all contracts require definitions. The template internally defines terms; however, a complex project may require unique definitions.

104. Definitions

Key terms used in this Agreement are defined as below:

[Definitions may be listed in a separate Exhibit if desired.]

ARTICLE II TERM OF THE AGREEMENT

201. Term of the Agreement

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

OPTIONAL SECTIONS – As applicable to a specific contract.

201.1 Extension Options

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

202. Time is of the Essence

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

Alternative Language

The Department and the Consultant understand and agree that "Time is of the Essence" in performance of this Agreement, and the Project Schedule, set forth in Exhibit #, [list appropriate Exhibit name. Note: Exhibits should be numbered in the order they appear in the Agreement.], which is attached hereto and made a part hereof, reflects the Parties' agreement as to the project schedule.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

301. Compensation

301.1 Not-to-Exceed Amount

The total compensation that may be paid to the Consultant by the Department for complete and satisfactory performance of services under this Agreement shall not exceed [amount of contract both written and in numbers].

301.2 Authorized Expenditures

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

302. Allowable Fees and Costs

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

302.1 Reimbursement of Subconsultant Costs

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

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

302.2 Reimbursement of Travel Expenses

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

302.3 Other Reimbursable Expenses

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

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

302.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight (8) hours a day, on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable shall be based on the labor rates established in Exhibit A, Consultant Labor Rates and Fees. In special circumstances an overtime or labor rate premium may be allowed at the sole option of the Department, with prior written approval by the Department authorized representative designated in Section 102 of this Agreement.

302.5 Taxes

All costs contained herein are inclusive of any applicable State of California Sales Tax, California Use Taxes or Federal Excise Tax. Such taxes are the only taxes for which the Department shall be liable for payment and any such taxes paid by the Consultant for tangible property to be delivered to the Department pursuant to Section 302.3 of this Agreement shall be separately identified on the Consultant's invoices. The Consultant agrees to abide by the Board of Equalization's determination for all sales or use taxes and payment thereof, and shall adjust for any

overpayment or underpayment of such taxes to date on the next regularly scheduled invoice following receipt of the determination. The Consultant agrees to assist the Department in preparing and filing any application for a refund of any overpayment of such taxes. In the event that pursuant to state or federal law, the Department is required to pay taxes for tangible property delivered to the Department by the Consultant pursuant to Section 302.3 of this Agreement directly to the state, the amount of said taxes shall be deducted from the costs contained herein.

303. Method of Payment

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

303.1 Required Invoice Information

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

1. Consultant name, address, and vendor code number as registered on the Department vendor database.
2. City of Los Angeles Business Tax Registration Number
3. Date of invoice
4. Invoice number
5. Contract number
6. Summary of individual Task Orders, including amount of current invoice, total invoiced to date, total authorized Task Order amount, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order.
7. Taxes
8. Total amount of invoice
9. Description of services and deliverables provided related to each individual Task Order and associated costs
10. Supporting documentation for all costs and expenses, in a format acceptable to the Department.
11. Following certification statement signed by the Consultant:
"I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this

invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq.

12. Approval signature blocks for Department project manager and Department authorized representative(s) identified in Section 102.1, Representative(s) of the Parties and Service of Notices, of this Agreement .
13. An accompanying LADWP Subcontractor Tracking Form, or its successor reporting format, identifying the amounts paid to each authorized subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated subconsultant percentages identified in Exhibit C, List of Subconsultants, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in subconsultant utilization.

If the Job Opportunities and Training Program applies the following invoice provision should be included

14. An accompanying document identifying the Consultant labor amounts paid for both the current invoice and total invoiced to date. The Consultant shall explain the amounts expended on implementation of the job opportunities and training program developed pursuant to Section 401.## [identify the appropriate Agreement section] of this Agreement, the actual programs implemented, and the location and date the activities occurred.

Invoices shall be submitted to:

Name
Organization
Los Angeles Department of Water and Power
Address

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

303.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice the Department on a monthly basis for costs and expenses. The Consultant shall provide documents supporting costs and

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

303.3 Fixed Price Task Order Invoices

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

303.4 Notice of Items Not Approved for Payment

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

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

303.5 Notification of Status of Task Order Expenditures

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

303.6 Timely Invoicing

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

303.7 Maximum Authorized Amount

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

ARTICLE IV SERVICES TO BE PROVIDED

401. Services to be Provided by the Consultant

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

401.1 Description of Consultant Services

[The Scope of Services should be presented in this section. If services are extensive, a Scope of Services Exhibit should be developed. This Section should then summarize the services here and reference the Exhibit.]

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

401.2 Department Approval of Work

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

401.3 Errors and Omissions

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

OPTIONAL SECTION: If your project is subject to public review, the following clarification may be appropriate:

Revising Consultant-prepared documents at the request of the Department to incorporate comments by the public or by agencies having jurisdiction in matters of the particular task assignment is not considered to be a remedy of errors or omissions, but is considered an integral part of document preparation which may be called for by a task assignment.

OPTIONAL SECTION: If your project is for engineering or architectural design, the following clarification may be appropriate:

Revising Consultant-prepared designs at the request of the Department to incorporate comments or recommendations by Department engineers or Department value engineering consultants is not considered to be a remedy of errors or omissions, but is considered an integral part of engineering and architectural designs which may be called for by a task assignment.

401.4 Industry Standard of Care

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

401.5 Additional Services

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

401.6 Safety and Non-Interference

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

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

OPTIONAL SECTIONS: Additional provisions that may be appropriate for specific contracts

For professional service contracts in excess of \$500,000

401.x Job Opportunities and Training Program

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

Construction/Design contracts

401.x. The Consultant shall employ value engineering practices and reviews in development of engineering and architectural designs.

401.X The Consultant shall do everything reasonable to protect the life, safety, and health of persons at the construction site. The Consultant shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render safe and healthful employment. The Consultant shall be responsible for ensuring that each of the Consultant's subconsultants meets the standards of this Article.

401.x The Consultant is not authorized to operate the Department's equipment. All operation of the Department's equipment shall be performed by the Department. The Consultant's personnel shall at all times remain under the control of the Consultant.

401.x Drawings produced by the Consultant shall conform to the best standards of the profession. Information shall be organized in a logical, systematic manner with as much information on a single drawing as can be done without impairing clarity and quality.

401.x. Drawings shall be positive and right reading. They shall not be folded and shall be sufficiently legible to make 35 mm microfilm negatives which can be read clearly when enlarged 14.5 times. Drawings shall incorporate the Department's title block, legends and numbering system. When requested by the Department, drawings shall be made on Department-furnished sheets. Final drawings shall be furnished either on mylar sheets or on vellum sheets accompanied by electronic data suitable for the Department's automated drafting system.

401.x. Drawings shall fully demonstrate the work to be done and the materials required. Dimensions, diagrams, descriptions, cross sections, and details shall demonstrate adequacy of design. Upon request by the Department engineering calculations which demonstrate the adequacy of the design shall be provided to the Department. The Consultant shall maintain all such records for ten (10) years, consistent with NEED TO ADD CITATION OF APPLICABLE CODE SECTION

401.x. Drawings shall be composed using an automated drafting system in a manner which shall facilitate revisions on the Department's system. This includes layering of information and the attachment of data files to the drawings as appropriate and where requested. Drawing shall identify field conditions against as-built drawings.

401.x. Drawings, specifications, and reports shall be signed and sealed by professional engineers and architects with appropriate legal registration.

If peer review of work may be required:

401.x. The Department reserves the right to contract with other consultants to review the Consultant's deliverables and other work products produced in accordance with the terms of this Agreement. If the Department contracts with other consultants to assist the Department in reviewing the Consultant's Deliverables and other work products, the Consultant agrees to cooperate fully and coordinate with such other consultants.

401.x. The Consultant shall provide access and make available to the Department the Consultant's internal documents, reports, and reviews directly related to the work being performed pursuant to this Agreement, such as Project Schedule related documents and performance and project management audits.

402. Department Responsibilities

[Department responsibilities should be identified in the contract, to avoid confusion with the Consultant. Department responsibilities may be incorporated directly into this contract section; however if the Scope of Services is lengthy and thus incorporated as an Exhibit, Department Responsibilities can be listed in that Exhibit. At a minimum the section below should be included in the Department Responsibilities section, it may be the only provision depending upon the specific agreement and should be renumbered accordingly.]

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

403. Consultant Personnel

403.1. Key Consultant Personnel

Key Consultant personnel to be assigned to this Agreement are identified in the List of Key Consultant Personnel set forth in Exhibit D, which is attached hereto and made a part hereof. Exhibit D, List of Key Consultant Personnel, also contains a description of the Consultant's business location the person is assigned to, the position within the Consultant's

organizational hierarchy, special expertise of the person, the number of years employed by the Consultant, and the number of years of experience for each person identified in Exhibit D. Key Consultant personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

[Note that subconsultant personnel may also be considered "key" in some instances. If that is the case, they should also be listed in this Exhibit.]

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

403.1.1 Unavailability of Key Personnel

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

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

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

was predicated upon the competency of the personal services provided.

403.2 Removal of Consultant Personnel

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

404. Consultant Use of Subconsultants

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

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

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

404.1 Department Pre-Approval of Subconsultants

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

404.2 Subconsultant Subcontracting

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

404.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Sections 404.2 and 404.3, the provisions of Article VI, Ownership, and Article VII, Confidentiality, Restrictions on

Disclosure, and, PSC-13, PSC-19, PSC-21, PSC-22, and PSC-24 of this Agreement.

[Note: some OPTIONAL SECTIONS may be applicable to subconsultants, such as 110X. If those OPTIONAL SECTIONS are utilized, they need to be added to this Section.]

404.4 Copies of Consultant Subconsultant Contracts

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

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

ARTICLE V. TASK ORDER DEVELOPMENT AND APPROVAL

501. Task Order Development

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

501.1 Task Order Proposal

A Department Task Order proposal shall specify the following:

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

501.2 Task Order Development

Within ten (10) calendar days following the Consultant's receipt of the Department's written Task Order proposal, the Consultant, at its own expense, shall prepare and deliver to the Department a written response to the Department's request evaluating the Task Order proposal for completeness, clarity, ability to perform the work and services, schedule, and proposed use of subconsultants and Consultant personnel. The Consultant may suggest to the Department that changes be made to the work and services contemplated in the Task Order proposal. The Consultant shall provide the Department with a detailed cost estimate, including identification of all required personnel, rates, and hours of effort, for the requested Task Order proposal.

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

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

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

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

501.3 Task Order Approval and Authorization

A Task Order executed by the Department's authorized representative(s) as identified in Section 102.1 of this Agreement, or their designee established in writing, shall be delivered to the Consultant for execution,

consistent with Section 102.1 of this Agreement. The Task Order shall contain the full and complete agreement among the Parties regarding the work and services contemplated in the Task Order. The Department shall not be liable for payment for Consultant services, work, task, deliverables or costs which are performed outside an authorized Task Order.

501.4 Task Order Modifications

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

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

ARTICLE VI. OWNERSHIP

601 Ownership Rights

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

In the event it should be determined that any of such deliverables or supporting documentation, or parts thereof, do not qualify as a "Works-Made-for-Hire" the Consultant shall and hereby does transfer and assign to the Department for no additional consideration, all right, title, and interest that it may possess in such

deliverables and documentation including, but not limited to, all copyrights to the work and all rights comprised therein, and all proprietary rights relating thereto. Upon request, the Consultant shall take such steps as are reasonably necessary to enable the Department to record such assignment. Further, the Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the Department all rights, title, and interest, including copyrights to all such "Works-Made-for-Hire."

601.1 Use of Deliverables

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

601.2 Execution of Ownership Documents

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

602. Warrant Against Infringement

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

603. Subconsultants Subject to This Article VI

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

604. Survival of Provisions

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

OPTIONAL SECTIONS: May be appropriate for certain contracts.

604.x. The Consultant shall assist the Department and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications and assignments relating to deliverables. The Consultant shall sign any applications, upon request, and deliver them to the Department. The Consultant shall sign any necessary documents to assure or effectuate such applications and assignments, upon request and deliver them to the Department. The Department shall bear all expenses that it causes to be incurred in connection with the copyright, trademark, and/or patent protection, provided that the Consultant has complied with the provisions of Section 601.3 of this Agreement.

604.x As part of the Consultant's provision of the services hereunder, the Consultant may utilize pre-existing proprietary works of authorship that have not been created specifically for the Department, including without limitation methodologies, templates, and research, as well as, ideas, concepts, know-how, analytical approaches, and analytical processes which have been originated, developed or purchased by the Consultant or by third parties under contract to the Consultant that have not been created specifically for the Department (all of the foregoing, collectively, "Consultant's Information"). For the purposes of this Agreement, Consultant's Information shall remain the sole and exclusive property of the Consultant. The Consultant and the Department, including Department consultants, shall have the right to use for themselves and other clients the ideas, concepts, and know-how developed during the performance of work and tasks under this Agreement and retained in the unaided memory, provided they do not infringe upon the Department's copyright or patent rights as set forth in this Article V, Ownership. The Department acknowledges that the Consultant provides consulting and services to other clients, and agrees that nothing hereunder shall be deemed to prevent the Consultant from carrying on such business.

ARTICLE VII CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

701. Confidentiality

All documents, records, and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of the Department. All documents, records and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Consultant agrees that all documents,

records, or other information used or reviewed in connection with the Consultant's work for the Department shall be used only for the purpose of carrying out Department business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of Department documents, records, and information in its possession.

701.1 Document Access/Control

- A. The Consultant shall make the confidential information provided by the Department to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, available to its employees, agents and /or subconsultants, only on a need-to-know basis. Further, the Consultant shall provide written instructions to all of its employees, agents and subconsultants, with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The Consultant shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- C. The Consultant shall not remove documents, records, or information used or reviewed in connection with the Consultant's work for the Department from Department facilities without prior approval from the Department. The Consultant shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by the Department that are reviewed during work on this Agreement.
- D. The Consultant shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information. Provided however, with prior written approval from the Department, the Consultant may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
- E. The Consultant shall document and immediately report to the Department any unauthorized use or disclosure of confidential information of which the Consultant becomes aware.

- F. The Consultant shall require that all its employees, agents, and subconsultants who shall, or may, review, be provided, or have access to Department data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VII, Confidentiality and Restrictions on Disclosure, prior to performing work under this Agreement.

701.2 Return of All Documents to the Department

The Consultant shall, at the conclusion of this Agreement or at the request of the Department, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Consultant during the course of work under this Agreement to the Department, and all paper and electronic copies thereof. Provided however, the Consultant may retain duplicates and originals, as appropriate, of Consultant's administrative communications, records, files, and working papers relating to the services provided by the Consultant pursuant to this Agreement. Consultant shall under no circumstances retain any copies of Department financial or Department employee or customer confidential data or information.

701.3 Work Product and Deliverable Confidentiality

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

701.4 Subconsultants Subject to This Article VII

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

702. Survival of Provisions

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

OPTIONAL SECTION : *Section 704 below shall only be applicable to contracts where Consultants shall have access to sensitive information. The City Attorney should be consulted regarding the need to include this provision.*

704. Reference Checks

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

ARTICLE VIII TERMINATION AND SUSPENSION

801 Termination for Convenience

- A. The Department may terminate this Agreement, or any part hereof, for its convenience upon giving at least thirty (30) calendar [30-days is a generally accepted time period. However, the notification period should reflect the term of the agreement and associated services. For example for a 6 month contract, a 15-day notice period would be more appropriate than a 1 month period] days written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.
- B. After receipt of a notice of termination and except as otherwise directed by the Department, the Consultant shall:
 - 1. Stop work under the Agreement on the termination effective date and to the extent specified in the notice of termination.
 - 2. Deliver to the Department, within ten (10) calendar days after termination, any and all data, reports, other documents, and

deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.

3. Transfer title to the Department (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by the Department, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- C. The amount due Consultant by reason of termination for the Department's convenience shall be determined as follows:
1. The Consultant shall be paid on the basis of work completed as set forth in authorized Task Orders after Department review and approval of the work.
 2. The Consultant shall also be compensated by the Department on a percentage completed basis of the applicable Deliverables for work in process, when appropriate, in compliance with authorized Task Orders after Department review and approval of the work.

802. Termination for Cause

- A. The Department may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten (10) calendar days from the date of the Department's notice of breach to cure, or diligently commence to cure such breach. The Department's notice of breach shall include a time and location for the individuals identified in Section 102.1 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of breach. If the Consultant is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten (10) day timeframe, the Department may terminate this Agreement anytime thereafter upon providing the Consultant written notice..
- B. If this Agreement is terminated for cause, the Consultant shall comply with Section 801B, above. The Department shall pay for the Department accepted deliverables, less the amount of any damages incurred as a result of the Consultant's failure to perform its responsibilities under this Agreement.

803. Suspension of Work

The Department may orally direct the Consultant to suspend, and to subsequently resume performance of all or any of the work. Such Department direction shall

be confirmed in writing. In the event that the Department suspends work, the authorized Task Order scheduled and budget shall be adjusted as appropriate in accordance with the provisions of Section 501.4 of this Agreement.

ARTICLE IX AMENDMENTS AND CHANGE TO THE AGREEMENT

901. Amendments

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

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

902. Change Requests

902.1 Department Change Requests

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

902.2 Change Order Development

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

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

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

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

902.3 Change Order Approval and Authorization

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

903. Order of Precedence

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

- (a) Latest Amendment
- (b) Agreement
- (c) Latest Change Order
- (d) Task Assignment

(e) Other reference documents

(f) Response

[add vendor's proposals to agreements as an attachment in cases where it is necessary to refer to the proposal in the SOW]

ARTICLE X. DISPUTES

1001. Disputes

1001.1 Dispute Resolution

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

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

1001.2 Continued Work

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

1001.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter

shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et seq.*

ARTICLE XI STANDARD PROVISIONS

1101. Standard Provisions for Department Contract

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

OPTIONAL SECTION: If modifications to Standard Provisions for Department of Water and Power Professional Service Contracts are needed they must be made in this Section. The above Section should be modified to read as follows and the Standard Provisions for Department of Water and Power Professional Service Contracts attached unchanged.

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

[Example] PSC- 12 is amended to read as follows:

1102. Audit Cost Recovery

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

1103. Infringement of Intellectual Property Rights

- A. Consultant will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against the Department, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or

alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trade marks, service marks, and other proprietary information or rights (collectively "Intellectual Property Rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant in the construction of the work under this Agreement; or (2) as a result of the Department's actual or intended use under the specifications contained herein by the Department of any product furnished by Consultant (herein after "Consultant Product". Consultant Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Consultant also shall indemnify the Department against any loss, cost, expense, liability, and damages finally awarded against the Department for settlement as a consequence of such Action.

- B. Consultant, however, shall have no liability to the Department hereunder with respect to any claim of infringement which is based upon the combination or utilization of the Consultant Product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by the Department of the Consultant Product furnished hereunder.
- C. In Consultant's defense of the Department, negotiation, compromise, and settlement of any such infringement action, the Department shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the City Charter, particularly Article II, Sections 271, 272 and 273 thereof.
- D. In addition, if any part of the Consultant Product (a) becomes the subject of an action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, Consultant shall, with the Department's consent, do one of the following immediately. Consultant shall at its expense either: i) procure for the Department the right to continue using said part of the product; ii) replace the product with a functionally equivalent, non-infringing product; or iii) modify the Product so it becomes non-infringing.

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

- E. Rights and remedies available to the Department hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.
- F. This Section 1104 shall survive the expiration or other termination of this Agreement.

OPTIONAL SECTIONS; Maybe appropriate for certain contracts.

110X. Conflict of Interest

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

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

110x. Performance Bond

Within thirty (30) calendar days of execution this Agreement, the Consultant will post a performance bond in the sum of the not-to-exceed amount established in Section 301.1 of this Agreement for the work detailed in this Agreement, including all Exhibits, from a corporate surety which is acceptable to the Department, conditioned for the faithful performance by the Consultant of all terms, covenants and conditions of this Agreement. The performance bond must remain effective for thirty (30) days after the termination or expiration of all Task Orders authorized pursuant to this Agreement.

Duplicate copies of all performance bonds required hereunder must conform to the requirements established by the City Charter, ordinance or Department policy and must be filed with the Office of the City Attorney for its review in accordance with the Los Angeles Administrative Code Sections 11.47 through 11.56.

110x. Expansion of PCS-11

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

**ARTICLE XII
ENTIRE AGREEMENT**

1201. Complete Agreement

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

1202. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes [twenty-three (23)] pages and [eight (8) Exhibits], which constitute the complete understanding among the Parties.

1203. Represented by Counsel

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

[Signature page follows].

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

*Two company executive signatures
are required*

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

For: CONSULTANT'S NAME

By: _____

By: _____

Los Angeles Department of Water and Power - [Consultant name]
[Subject of Contract]

H. DAVID NAHAI
Chief Executive Officer
and General Manager

Managing Principal

Date: _____

Date: _____

And: _____
Secretary

By: _____

Vice-President

Date: _____

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

EXHIBIT A

Consultant Labor Rates and Fees

Labor Category	Hourly Rate
<i>Contractor's Name</i>	
Project Director	\$
Manager	\$
<i>Subcontractor 2</i>	
Senior Manager	\$
Manager	\$
<i>Subcontractor 2</i>	
Manager	\$
Senior Associate	\$
<i>Reimbursable Expenses</i>	
Drill Rig	\$
	\$

The Department will reimburse reasonable and necessary subconsultant costs at the actual amount paid by the Contractor to the subconsultant, consistent with the subconsultant rates established in this Exhibit. The Department will not pay mark-up on subcontractor services, costs, or expenses.

EXHIBIT B

Allowable Travel Expenses

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

- 1.1 Air fare and Car Rental: Air fare is limited to coach class only. Car rental is limited to one compact rental per 4 passengers per trip. Original receipts for airfare and car rental must be submitted.
- 1.2 Meal and Lodging expenses:
 - 1.2.1 Meal expenses up to a maximum limit of \$52.10 per day. This should include taxes and tips. The following Breakdown for Meals shall be used as a guideline:

Breakfast	\$12.56
Lunch	\$16.19
Dinner	\$23.35

Meal receipts must be the detailed receipts. Reimbursement will not be made for alcoholic beverages.
 - 1.2.2 Lodging expenses up to a maximum limit of \$178.48 per day. This should include taxes and tips. Lodging receipts must show paid in full with zero balance owed.
 - 1.2.3 Meals and Lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in this Agreement.
 - 1.2.4 Original receipts must be submitted for necessary travel expenses \$25.00 or more.
- 1.3 Mileage for non-rental car travel will be paid at the rate per Department's Administrative Bulletin for Mileage Reimbursement in effect at the time of travel.

EXHIBIT C

List of Subconsultants

The following subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Task/Service Responsibilities	Location	Firm Type (MBE/WBE/OBE)	Anticipated Compensation*
Thompson, Cobb, Bazilio & Associates, P.C.	Financial, compliance, and performance auditing	Mark-up reviews	Southern California	OBE	2%

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

EXHIBIT D

List of Key Consultant Personnel

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

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant/ Experience
Edward Salcedo	Project Director	Project Director	Los Angeles	Project oversight Client engagement management	10/20

[Note: all Labor categories listed should also appear on Exhibit A Contractor Labor Rates and Fees. Any subconsultant personnel that are key to the Project should also be included in this Exhibit]

EXHIBIT E

STANDARD PROVISION FOR DEPARTMENT OF WATER AND POWER PROFESSIONAL SERVICE CONTRACTS

PSC-1 Construction of Provisions and Titles Herein

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

PSC-2 Number of Originals

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

PSC-3 Applicable Law, Interpretation, Enforcement and Severability

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

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

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

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

EXHIBIT E

PSC- 4 Time of Effectiveness

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

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

PSC-5 Integrated Agreement

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

PSC-6 Amendment

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

PSC-7 Excusable Delays

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

EXHIBIT E

PSC-8 Breach

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

PSC-9 Waiver

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

PSC-10 Independent Consultant

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

PSC-11 Prohibition Against Assignment or Delegation

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

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

PSC-12 Licenses and Certifications

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

EXHIBIT E

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

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

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

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

PSC-14 Claims for Labor and Materials

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

PSC- 15 Los Angeles City Business Tax Registration Certificate Required

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

PSC -16 Bonds

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

EXHIBIT E

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

EXHIBIT E

PSC-17 Indemnification

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

PSC-18 Insurance

A. General Statement

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

B. Applicable Terms and Conditions

1. Additional Insured Status Required

Consultant shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance

EXHIBIT E

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

2. Severability of Interests and Cross Liability Required

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

3. Primary and Non-Contributory Insurance Required

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

4. Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department, its board, and all of its officers, employees and agents, and their agents and assigns, as additional

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insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Consultant in its operations.

5. Proof of Insurance for Renewal or Extension Required

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

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

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

7. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Consultant shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended

EXHIBIT E

three (3) years discovery period has been purchased on the expiring policy at least for the agreement under which the work was performed.

8. Failure to Maintain and Provide as Cause for Termination

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

9. Periodic Right to Review/Update Insurance Requirements

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

10. Specific Insurance Requirements

See Attachment 1, "Contract Insurance Amount Requirements."

C. Worker's Compensation

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

PSC -19 Child Support Policy

The Consultant and any subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any subconsultant(s)' employees. The Consultant and any subconsultant(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Consultant and any subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with

EXHIBIT E

any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Consultant and any subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

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

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

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

A. General Provisions

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

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

B. Termination Provisions

Under the provisions of Section 10.36.3(c) and Section 10.37.5 of the Los Angeles Administrative Code, the Department shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available, if the Department

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determines that the subject Consultant or financial assistance recipient violated the provisions of the referenced Code Section.

C. Invoice Provisions

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

“The Consultant fully complies with Section 10.36 et. seq. and Section 10.37 et. seq., of SCWRO and LWO, respectively, of the Los Angeles Administrative Code.”

PSC-21 American with Disabilities Act

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

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

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

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

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

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

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

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

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

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

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

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

PSC-23 Discount Terms

Consultant agrees to offer the Department any discount terms that are offered to its best customers for the goods and services at the same level and volume to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24 Consultant Responsibility

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

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

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

PSC-25 Warranty and Responsibility of Consultant

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

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

EXHIBIT E

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

PSC-27 Ownership

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

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

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

PSC 29 Taxpayer Identification Number (TIN)

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

PSC 30 Beneficiaries

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

PSC 31 Consultant's Successors and Assigns

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

PSC- 32 Attorney's Fees and Costs

EXHIBIT E

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

[Note: Remember to attached "Attachment 1 - Contract Insurance Amount Requirements" as stated in PSC 18 item #10.]

Attachment I

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

Agreement/Activity/Operation: Services-Facilitation/Implementation/Change Management-ERSP & SCTP
Reference/Agreement: RFP at 3/09
Term of Agreement: _____
Contract Administrator and Phone: Lisa Aubrey
Buyer and Phone Number: Lisa Aubrey
Risk Manager /Date: AMN 3-5-09

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

PER OCCURRENCE LIMITS

- (x) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$100,000.00)
 (x) Broad Form All States Endorsement () US L&H (Longshore and Harbor Workers)
 () Jones Act (Maritime Employment) () Outer Continental Shelf
 (x) Waiver of Subrogation () Black Lung (Coal Mine Health and Safety)
 () Other: _____ () Other: _____
- (x) AUTOMOBILE LIABILITY: (\$300,000.00)
 (x) Owned Autos () Any Auto
 (x) Hired Autos (x) Non-Owned Auto
 () Contractual Liability (x) Additional Insured
 () MCS-90 (US DOT) () Trucker's Form
 () Waiver of Subrogation () Other: _____
- (x) GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$1,000,000.00)
 (x) Broad Form Property Damage (x) Contractual Liability (x) Personal Injury
 (x) Premises and Operations (x) Products/Completed Ops. (x) Independent Contractors
 () Fire Legal Liability () Garagekeepers Legal Liab. () Child Abuse/Molestation
 () Corporal Punishment () Collapse/Underground () Explosion Hazard
 () Watercraft Liability () Pollution (x) Addition Insured Status
 () Waiver of Subrogation () Airport Premises () Hangarkeepers Legal Liab.
 () Marine Contractors Liability () Other: _____ () Other: _____
- (x) PROFESSIONAL LIABILITY: (\$1,000,000.00)
 (x) Contractual Liability () Waiver of Subrogation (x) 3 Year Discovery Tail
 () Additional Insured () Vicarious Liability Endt. () Other: _____
- () AIRCRAFT LIABILITY: ()
 () Passenger Per Seat Liability () Contractual Liability () Hull Waiver of Subrogation
 () Pollution () Additional Insured () Other: _____
- () PROPERTY DAMAGE: () Loss Payable Status (AOIMA) ()
 () Replacement Value () Actual Cash Value () Agreed Amount
 () All Risk Form () Named Perils Form () Earthquake: _____
 () Builder's Risk:\$ _____ () Boiler and Machinery () Flood: _____
 () Transportation Floater:\$ _____ () Contractors Equipment\$ _____ () Loss of Rental Income: _____
 () Scheduled Locations/Propt. () Other: _____ () Other: _____
- () WATERCRAFT: ()
 () Protection and Indemnity () Pollution () Additional Insured
 () Waiver of Subrogation () Other: _____ () Other: _____
- () POLLUTION: ()
 () Incipient/Long Term () Sudden and Accidental () Additional Insured
 () Waiver of Subrogation () Contractor's Pollution () Other: _____
- () CRIME: () Joint Loss Payable Status () Additional Insured ()
 () Fidelity Bond () Financial Institution Bond () Loss of Monies/Securities
 () Employee Dishonesty () In Transit Coverage () Wire Transfer Fraud
 () Computer Fraud () Commercial Crime () Forgery/Alteration of Docs.
 () Other: _____ () Other: _____
- () ASBESTOS LIABILITY: () Additional Insured ()

RFP252-09

APPENDIX – J
Job Opportunities Training Policy (JOTP)

Job Opportunities and Training Program (JOTP)

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

Program Goals:

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

Bid/Proposal Evaluation Criteria:

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

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

Required documentation:

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

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

Required documentation:

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

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

Required documentation:

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

Also consider for inclusion, proof of the following:

- A statement of the purpose and objectives of training activities, setting forth the expected level(s) of skill and competency at the conclusion of training, methods employed to evaluate the success

of the contractor/consultant training activities, and identification of employment and placement opportunities for successful program participants.

- Methods of recruiting participants for training/partnership program activities to ensure inclusion within the community that LADWP serves.
- Methods to be used to monitor the progress of trainees/interns and their work and time spent on the project.

Commitments to provide training and job opportunities to JOTP participants will be considered by LADWP in the evaluation of your proposal for this project. 10 points will be allocated to this item.

Attachment K

Background Check Certification

1. The Contractor shall (1) perform the required background checks of all designated principals, employees and/or subcontractors of the Contractor; and (2) not assign principals, employees and/or subcontractors of the Contractor convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto (including, without limitation, the attachment entitled "Background Check Certification," if attached). Failure to perform either (1) or (2) above or any other requirement of this section shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination for breach of contract without opportunity to cure, and without liability on the part of LADWP."
2. Contractor agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Contractor was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.
Contractor is advised that submission of a false claim for payment to LADWP may subject Contractor to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 *et seq.*). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP. The following specific language in the invoices/bills is acceptable: "Contractor certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Contractor and LADWP) has been found."
3. None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the contractor's failure to comply with this section.

BACKGROUND CHECK CERTIFICATION

On behalf of _____ (name of vendor), _____ (name of company performing screening services) has performed background checks on the individuals named below. The background checks consisted of the following components:

1. Social Security Number (SSN) Trace:
 - a. Validates the SSN based on issuance data published by the Social Security Administration (not a work eligibility verification).
 - b. Provides independent address history going back at least 7 years; sources include multiple commercial databases, including header information from three credit bureaus.
2. Expanded Criminal History Search (search for felony and misdemeanor records in all jurisdictions of known employment and residence in the past seven years (includes State, County, and Federal levels):
 - a. Includes direct source searches (State, County, and Federal Courts) in all known jurisdictions where the subject has lived or worked in the past seven years. The entire Federal District Court level is automatically covered with the exception of four appeals courts.
3. Auxiliary National Criminal Index (ANCI)
 - a. Includes over 180 million felonies, misdemeanors, infractions, and sex offender records. Data sources from over 50 states, plus the District of Columbia, Puerto Rico, and Guam, consist of one or more of the following: County Court indexes, State Administrative and police repositories, State Department of Corrections, and sex offender registries.
4. Office of Foreign Asset Control (OFAC) Watch List:
 - a. A list of over 5,000 known terrorists, national drug traffickers, specially designated and block persons as identified by the OFAC, a Department of the United States (U.S.) Department of Treasury.
 - b. Based on U.S. foreign trade policy and national security goals, persons on the list should not be engaged in economic or commercial activities in the U.S.

NO DEROGATORY INFORMATION WAS FOUND ON THE FOLLOWING INDIVIDUALS:

Person Performing Screening Services

Date

Executive Management of Company

Date

Name of the Company

