

**CITY OF LOS ANGELES
REQUEST FOR BID NO: 108-068**

(THIS IS NOT AN ORDER)

DUE DATE: BEFORE 2:00 P.M. ON THURSDAY APRIL 2ND 2009

***Return Bid in a sealed envelope
with the Bid Due Date and Bid No.
on the bottom right hand corner and addressed it to:
Los Angeles World Airports
Purchasing Office
7303 World Way West
Los Angeles, CA 90045
Attention: Terri Sabosky
Phone No. (310) 646-8724 Fax No. (310) 646-9625 e-mail: tsabosky@lawa.org***

THE FOLLOWING BID MUST BE SIGNED!

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized officers in the corporate name.

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted below:

Bidder's name: _____ Sole proprietor ☐ Partnership ☐ Corporation ☐
(Bidder's name must be the same as the name on the invoice!)

by Name(s) and Title(s): _____
(Sign with ink or indelible pen)

Street Address: _____ City: _____ State: _____ Zip Code: _____
Telephone No.: (____) ____ - ____ Fax No.: (____) ____ - ____ E-mail Address: _____

Cash Terms: _____ % _____ days (minimum 25 days for net bid award consideration)

All persons doing business with the City of Los Angeles must first file for and obtain a Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Office of Finance, Tax and Permit Division, located at 201 North Main Street, Room 101, Los Angeles, CA 90012-5701 Telephone No: (213) 473-5901. If known, bidder may list their City of Los Angeles BTRC or VRN here. / / / / / / / / - / / / /

Bids are requested for furnishing the annual requirements of the City of Los Angeles, Department of Airports, as may be ordered during the contract period beginning from date of execution and ending in three (3) years for the following:

COMMUNICATIONS EQUIPMENT & SUPPLIES

BIDDER'S CONFERENCE:

ON, THURSDAY, MARCH 12TH 2009, PROSPECTIVE BIDDERS ARE INVITED TO A BIDDERS' CONFERENCE. ALL BIDDERS PLANNING TO ATTEND SHALL MEET AT 10:00 A.M. ON THIS DATE AT: 7303 WORLD WAY WEST, LOS ANGELES, CA. FOR ANY FURTHER INFORMATION ABOUT THE BIDDERS' CONFERENCE, CALL: Terri Sabosky AT: (310) 646-8724.

DISCOUNT/MARK UP:

Bids are requested in the form of a percentage discount from the Vendor's Pricing Schedule/Retail Price or a percentage mark-up to the Vendor's Cost for the equipment and supplies listed in the Manufacturers Listing (Exhibit A) of this Bid Specifications. **The discount/mark up must be expressed in a single whole number, such as minus or plus 5%. Range of percentages such as "between 4% and 6%" is not acceptable. Bids submitted in violation of the above requirement will not be considered.**

EVALUATION WORKSHEET INSTRUCTIONS

BIDDERS ARE REQUIRED TO COMPLETE BOTH **EXHIBITS A AND B** OF THE BID SPECIFICATIONS. FAILURE TO DO SO WILL INVALIDATE YOUR BID.

To ensure equitable evaluation, bidders must provide price verification information. Please attach copy of the page from the manufacturer's/supplier's price list that shows the list price or base cost, (before discount/mark-up) for each of the items quoted below. FAILURE TO SUPPLY PRICE VERIFICATION INFORMATION MAY INVALIDATE YOUR BID.

The price evaluation worksheet (Exhibit B) is not intended to restrict orders placed under the contract. Parts not listed in the worksheet will be subject to the discount/mark-up percentage(s) and manufacturers identified in Exhibit A.

PRICE AGREEMENT CONDITIONS

Percentage discount/mark-up shall remain firm for the duration of the contract. However, the Pricing Schedule/Cost Sheet may be subject to change in accordance with the price adjustments made by the manufacturers. Vendors shall be required to notify LAWA's Purchasing Office of any decline or increase in prices immediately upon the manufacturer's effective date and give LAWA the benefit of any price decline during the entire contract term. Bidders shall provide the most current Pricing Schedule or Cost Sheet upon request by LAWA. Price Lists which are submitted with BID must be currently in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

At the time of award of contract, contractor shall **send to the Purchasing Office 3 copies of the price list** to be distributed to the LAWA Department for purpose of price contract compliance. Said copies of the price list shall show contractor's name and contract/outline agreement number.

Submission of electronic date pricing (CD, Website, etc.) is highly desired.

If prices on the price list are raised, the City reserves the right to accept such raises or to cancel such items from the contract. The City is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date the notice of change is received by the Purchasing Office, or at a later date designated by the contract. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

Copies of New or Revised Price List shall be sent immediately to the Purchasing Office. Price List shall show Contract Name along with the Contract Purchase Order/Outline Agreement Number.

PRICE VERIFICATION

The Contractor must have the capability to provide list price or cost information, before discounts or mark-ups and net prices after discounts or mark-ups, for all items ordered and invoiced. This information will be used by ordering and accounts payable personnel to verify compliance with the pricing terms of the contract. Price verification information may be provided on invoices or on a separate sheet attached with invoices. Failure to provide price verification information will delay payments until such information is provided.

ELECTRONIC CATALOG AND ELECTRONIC PRICE LIST

If the Bidder produces electronic catalogs and/or electronic price lists, either by means of diskette, CD-ROM or website, the Bidder shall provide authorized City personnel with such electronic catalogs and price lists or access via internet connection to them at no additional charge to the City.

CHANGES OR ALTERNATIVES

The bidder shall not change any wording in the documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the bidding documents. Alternatives which do not substantially comply with the Department's specifications cannot be considered. Language of negation or limitation of any rights, remedies, or warranties provided by law will not be considered part of the proposal. Bids offered subject to conditions or limitations may be rejected.

NEW AND UNUSED:

The equipment furnished shall be a new and unused, current model. If and when parts and/or materials are to be provided, they will also be new and unused.

SALES TAX:

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

DELIVERY:

See Section 2.4 in the attached Bid Specifications for delivery requirements.

DELIVERY COSTS:

Prices quoted shall include all delivery and unloading charges to Los Angeles International Airport (LAX) and/or Ontario International Airport. Respective addresses are listed in Section 2.3 of the attached Bid Specifications.

WARRANTY:

Vendor shall guarantee any equipment delivered under this order unconditionally for a 90-day period after equipment is placed in use (free parts and labor for defective material on workmanship or failure to operate properly) and one-year guarantee against defective parts.

DEFECTIVE PARTS/MATERIALS/EQUIPMENT:

The Bidder (Supplier) agrees to replace any and all defective parts/materials/equipment supplied under the contract to be awarded, at no cost to the City.

SPECIFIED MATERIALS OR EQUIVALENT

Whenever any particular material or process is specified by a patent or proprietary name, by a trade or brand name, or by the name of a manufacturer, such wording is used for the purpose of describing the material or the process and shall fix the standard of quality required and shall be deemed to be followed by the words "or equivalent". The bidder may offer any material or process

which shall be the equivalent of that so specified. Submit complete illustrative and technical data on item(s) bid on. Failure to do so may nullify bid.

NOTE: If bidding on an "equal" brand, bidder must submit proof of equivalency for the items described in this bid. Be sure to include as a part of your proof printed/technical data, Manufacturer's Material Safety Data Sheet (M.S.D.S.) and brand name. (A sample may be required for evaluation).

OPTIONS AND FEATURES

As technologies advance, LAWA intends to acquire the latest models or products from any new manufacturers of related technology available on the market that were not originally included in this RFB on an ongoing basis. **Bidders are asked to indicate whether they will grant LAWA the option to purchase the products or models from any new manufacturers of related technology that were not listed in this RFB.**

Yes ☐ No ☐

If yes, please indicate the percentage discount or mark-up for any of these new manufacturers in an amount **not to exceed:** _____ % mark-up from Vendor's Cost **or not less than:** _____ % discount off Retail Price.

LAWA reserves the right to acquire all models and products from any new manufacturers of related technology during the contract term in accordance with the percentage discount or mark-up provided in this section. Vendors may be requested to submit to the IMTG Contract Manager a list of new manufacturers of related technology as they become available on the market.

PRINTED LITERATURE:

Deviations from Specifications contained within printed literature will not be accepted. Only separately stated written deviations will be considered and/or accepted.

SAFETY CODE:

Any equipment or material furnished shall conform with the current SAFETY CODE of the California Division of Industrial Safety and all OSHA requirements in effect at time of award of contract. Any required certification necessary to place equipment into service shall be the responsibility of the Contractor. A copy of the certification shall be delivered with the equipment.

ESTIMATED EXPENDITURE:

Total expenditures under the contract(s) is estimated to be \$1,200,000.00 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

SAFETY APPROVAL:

Electrical items quoted herein shall have the UNDERWRITER's LABORATORY or LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA requirements, where applicable. Indicate approval your product carries:

UL Label _____ City of LA Building and Safety _____

BASIS FOR CONTRACT AWARD

The written bid you submit is for the use of the Executive Director (through his authorized designee) of the Los Angeles World Airports (LAWA), to assist in arriving at a final decision to award a contract

that reflects the lowest and best regular responsible bidder who, in the best judgement of the LAWA, can and will meet all of the requirements of the LAWA, including the various terms for submitting a qualified bid, and all of the other specified provisions of this request for bids.

WHOLE OR SPLIT AWARDS

Under the terms of this request for bid, the Executive Director (or authorized designee) of the Department of Airports reserves the right to award a resultant contract as a combined award as a whole for all items to a single qualified bidder, or award separately for individual items or groups of items to several qualified bidders.

GENERAL CONDITIONS:

The request for bid is subject to the attached "General Conditions"

TABULATION OF BID RESULTS:

Bid results shall be tabulated, usually within one week of the due date of the bid, and posted for public inspection in the lobby of the Purchasing Section, at 7303 World Way West, Los Angeles, CA 90045. **Bid results will not be communicated over the telephone or by fax.**

Bidders, wishing to obtain bid results, may either:

- **attend the public bid opening or**
- **submit with the bid response a written request referencing the bid number and a self-addressed stamped envelope or**
- **check the web site www.labavn.org. If this is the first time, click on Free Registration and register, upon receiving emailed confirmation of registration, log-in name and password.**

To access the bid response(s) tabulation, follow these steps:

On the "Welcome to BAVN!" screen, center area, look for "Contractual Opportunities", and click on "Search for all opportunities on BAVN". The next screen is "Search for Opportunities". Under "Select Status", select "Closed". Under "Select Department", select "Los Angeles World Airports". Under "Category", "Contract Type", "Interest (NAICS code) search according to your needs or select "All" for all three items. The next screen "Search Results" displays the current closed opportunities, 100 results at a time. Under the left most column "Opportunity", identify the bid in question and click on its description. The next screen relates to the selected bid. In the middle of the screen, under "Scope of Work Documents", click on "Recap.pdf". The next screen states: Download " - -Recap.pdf" "Download the document by right clicking the link below and selecting "Save Target As...." The next and final screen is the tabulation itself.

PRIMARY AND SECONDARY CONTRACTS

In order to achieve consolidation of products for several manufacturers, and to meet project schedules based on product availability, the Department of Airports reserves the right to award multiple contracts to Primary and Secondary suppliers. Based upon product availability quoted by the primary supplier at the time of order, the Department may place orders with secondary suppliers that can provide required products with shorter lead times.

RIGHT TO REJECT BIDS:

The City, through the Board of Airport Commissioners of the Department of Airports, reserves the right to reject any and all bids; to waive any informality in such bids; to advertise for new bids; or to otherwise proceed to fulfill the City's needs.

The City reserves the right to reject the bid or proposal of any company, firm, business, corporation or individual that is indebted to the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the Board of Airport Commissioners, but the same shall be subject to acceptance by the City for a period of three (3) months.

CARE AND CUSTODY:

The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his possession or the possession of any of his agents. Contractor shall reimburse the City for any loss or damage to City equipment in his or his agents care or custody.

TERMINATION OF CONTRACT FOR CAUSE:

A) Unsatisfactory contract performance by Contractor or its agent(s) shall be grounds for 30-days written notice to the Contractor of cancellation of the contract by the Department of Airports (DOA). The DOA shall be the sole judge of the Contractor's contract performance.

B) Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting the DOA shall be grounds for immediate and unconditional cancellation of the contract, with or without further notice.

C) Upon notice (written or otherwise) to the Contractor of DOA action to cancel the contract, the Contractor shall be responsible to immediately and forthwith surrender to the DOA, all DOA property, including items of authority (badges, permits, etc., issued by the DOA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

RENEWAL OPTION:

State if you will grant to the City the option to extend any contract awarded hereunder for a period of one or two years from the date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding the contract(s).

Renewal Option for one additional year

_____ Option Granted

_____ Option Not Granted

Renewal Option for second additional year

_____ Option Granted

_____ Option Not Granted

If any renewal option granted on the original contract is to be exercised, the City will notify the Contractor as soon as possible.

OPTION TO PURCHASE ADDITIONAL ITEMS:

Indicate whether the City of Los Angeles Department of Airports will be granted the option to purchase items your company supplies that are not listed hereunder. This option shall apply to purchases that are \$1,000 or less, per order.

_____ Option Granted

_____ Option Not Granted

EXPENSE, OWNERSHIP, AND DISPOSITION

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

CITY HELD HARMLESS

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

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's departments, boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses, (including, but not limited to, attorney's fees and cost of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s), or for damage to, or destruction of, any property (including property of Contractor) or for any and all other losses alleged to arise out of, pertain to, or relate to the Contractor's performance of the contract, whether or not contributed to by any act or omission of City, or of any of City's departments, boards, officers, agents or employees; provided, however, this paragraph shall not be construed as to require Contractor to defend, indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, liabilities, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence; provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Contractor's design professional services as defined by California Civil Code section 2782.8, Contractor's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Contractor's negligence, recklessness or willful misconduct in the performance of the contract.
- B. In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City and any and all of City's departments, boards, officers, agents, employees, assigns and successors in interest from and against any and all claims, damages, liabilities, losses and expense arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including cost of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City and any and all of City's departments, boards, officers, agents, employees, assigns and successors in interest arising out of, or relating to, the matters set forth above in this paragraph of the City's Hold Harmless agreement."

ATTORNEY FEES

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

REFERENCES:

Bidders are required to submit below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid:

1. _____

2. _____

3. _____

4. _____

BILLING DISCOUNT

Billing discount terms will be considered in making evaluation for award. Discount information must be completed on the following page under the space provided for "Cash Terms". Billing discount terms must be offered at minimum of twenty-five (**25**) days in order to be considered in comparing bids.

INVOICE INSTRUCTIONS

Complete and explicit Invoice instructions are outlined in Section 3 of the attached Bid Specifications.

Terri Sabosky
Purchasing Division
Los Angeles World Airports



Los Angeles World Airports

COMMUNICATIONS EQUIPMENT & SUPPLIES BID SPECIFICATIONS

1. INTRODUCTION

City of Los Angeles, Los Angeles World Airports (LAWA), is advertising this bid to establish annual contract(s) for the purchase of communications equipment and supplies to be used at the Los Angeles International Airport (LAX), LA/Ontario International Airport (LA/ONT), LA/Van Nuys Municipal Airport (LA/VNY) and LA/Palmdale Regional Airport (LA/PMD). The primary user of this contract is the Information Management & Technology Group (IMTG). IMTG provides communications and technology services and support to all other groups and divisions within LAWA.

This RFB is divided into five (5) different Communications Equipment and Supplies categories as listed below. Bidders may submit a bid for any or all of these categories.

- I. Wire/Cable Equipment & Supplies
- II. Fiber Optic Cable Equipment & Supplies
- III. Security Audio, Video, Systems Equipment & Supplies
- IV. Network/Transmission Path, Electronics Equipment & Supplies
- V. General Telecommunications Equipment & Miscellaneous Supplies

LAWA reserves the right to withdraw this bid or not to award contract(s) on any or all parts of this bid at anytime. In addition, LAWA reserves the right to award contracts to more than one company for different equipment and supplies categories requested in this RFB. The supply contract term(s) will be for one year from the contract execution date with two (2) one-year renewal options.

2. MINIMUM REQUIREMENTS

2.1 Unit Price Determination

Bids are requested in the form of a percentage discount from the Vendor's Pricing Schedule/Retail Price or a percentage mark-up to the Vendor's Cost for the equipment and supplies listed in the Manufacturers Listing (Exhibit A) of this Bid Specifications. The Vendor's Pricing Schedule/Retail Price or Vendor's Cost may be provided in the form of a spreadsheet, computer printout or electronic format that show the appropriate percentage discount and/or mark-up as provided in the Vendor's bid.

Percentage discount/mark-up shall remain firm for the duration of the contract. However, the Pricing Schedule/Cost Sheet may be subjected to change in accordance with the price adjustments made by the manufacturers. Vendors shall be required to notify LAWA's Purchasing Office in writing of any decline or increase in prices immediately upon the manufacturer's effective date and give LAWA the benefit of any price decline during the entire contract term. Vendors shall provide the most current Pricing Schedule or Cost Sheet upon request by LAWA.

Bidders shall use the formulas shown below to compute the City's Net Unit Price based on the percentage discount or mark-up submitted in their bid.

a. Percentage Discount Method:

$$\text{\$Retail Price} - (\text{\$Retail Price} \times \% \text{ Discount}) = \text{\$ City's Net Unit Price}$$

Example: The Retail Price for camera Model #ABC is \$550.00 each. Vendor offers a 10% discount off the Retail Price. The unit price to the City for this camera would be:

$$\$550.00 - (\$550.00 \times 10\%) = \underline{\$495.00} \text{ or } \$550.00 \times 90\% = \underline{\$495.00}$$

b. Percentage Mark-up Method

$$\text{\$Vendor's Cost} + (\text{\$Vendor's Cost} \times \% \text{ Mark-up}) = \text{\$ City's Net Unit Price}$$

Example: The Vendor's cost for camera Model #ABC is \$450.00. Vendor offers a 10% mark-up or cost plus. The unit price to the City for this camera would be:

$$\$450.00 + (\$450.00 \times 10\%) = \underline{\$495.00} \text{ or } \$450.00 \times 1.10 = \underline{\$495.00}$$

2.2 Bidders Responsibilities

Bidders shall be required to complete and submit the Manufacturers Listing and the Evaluation Worksheet enclosed herein as Exhibits A and B of this bid specifications, respectively. The Evaluation Worksheet (Exhibit B) is not intended to restrict orders placed under the contract and will be used to assist LAWA in the evaluation of bids only. To ensure equitable evaluation, bidders must provide price verification information by attaching copy of applicable page from the manufacturers/suppliers' price lists or base costs for each of the items quoted in Exhibit B.

Bidders must complete and submit both Exhibits A and B with its bid. Failure to do so may render the bid non-responsive.

Additionally, bidders shall be required to submit one (1) original set and two (2) copies of the complete bid package to LAWA Purchasing Agent by the bid submittal date.

2.3 Delivery

All equipment, materials and parts shall be delivered to one of the "SHIP TO" addresses listed below unless otherwise noted on the Purchase Order. All deliveries shall be made Monday through Thursday during the hours of 9:00 a.m. to 1:00 p.m. Pacific Standard Time. **No Friday deliveries will be accepted.**

Los Angeles International Airport
Information Management & Technology
Attn: Contact names as shown on the PO
7151 World Way West
Los Angeles, CA 90045

LA/Ontario International Airport
Information Management & Technology
Attn: Contact names as shown on the PO
1923 E. Avion Street
Ontario, CA 91761

3. INVOICES AND DOCUMENTATIONS

The Selected Vendors shall be responsible for the submittal of an itemized invoice in a form acceptable to LAWA showing the unit prices, descriptions and quantities matching the line items indicated on the Purchase Order issued.

Additionally, Selected Vendors shall be required to provide the appropriate back-up retail price lists when submitting a quote to LAWA for all items that are percentage discount based. For all cost plus (mark-up) bids, invoices shall be accompanied by the vendors' invoices or cost sheets. All material quote inquiries shall be submitted within 3 working days upon request by IMTG Contract Manager.

All back-up documents shall make reference to the corresponding invoice number(s).

Please note that all payment/discount term offers shall be based on the date that the invoice is date stamped by LAWA Accounts Payable and not the printed invoice date.

Any inaccurate invoices or invoices without the appropriate back-up documents may be rejected. Rejected invoices shall extend the payment term and/or discount term until all corrections are made by the vendor.

All invoices must have the following information clearly printed on them:

Bill To:

Los Angeles World Airports
Attn: Accounts Payable
PO Box 92882
Los Angeles, CA 90009

Ship To:

LAWA - IMTG/Group Name
(Attn: Contract Manager/Ordering Entity)
Delivery address as specified in Section 2.4
_____, CA _____

- Contract No.: LAWA's Contract No. begins with either "DA" follow by four-digit number or "Outline Agreement" followed by a ten-digit number that begins with "46".
- Purchase Order Numbers (P.O. #): LAWA's PO numbers is a ten-digit number that begins with "45".
- ***Discounts or payment terms*** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors. **The payment/discount term shall start based on the date stamped by LAWA's Accounts Payable Office and not on the date printed on the invoice.**
- When issuing credit memos, contractors must reference the invoice number to which the credit is applying. Vendor can contact the designated LAWA contact person or the Accounts Payable Help Desk at 310-417-0542 for any invoice inquiries.
- LAWA IMTG reserves the right to request additional, detailed substantiation with respect to any of the vendors' invoices.

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

EXHIBIT A

Category I: Wire/Cable Equipment & Supplies		
Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
3m		
Agilent/Agilent Technologies		
Alpha		
Amphenol		
Avalontest		
Belden		
Belkin		
Berk-Tek		
Cable Exchange		
Clark		
CommScope		
Corning Cable Systems		
Erico		
Fluke		
General Cable		
Gepco		
Green Lee		
Hellermann Tyton		
Houston Wire		
Hubbell		
Ideal		
Kings		
Klein		
Leviton		
Manhattan/CDT		
Master Wire and Cable		
Mohawk/CDT		
Nexans		
Okonite		
Ortronics		

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Communications Equipment and Supplies
Request For Bids

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Communications Equipment and Supplies
Request For Bids

Category II: Fiber Optic Cable, Equipment & Supplies		
Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
3M		
Agilent/Agilent Technologies		
AFL Telecommunications		
Amp		
Avaya		
Belden		
Berk-Tek		
Cable Exchange		
Carlson		
Clauss		
CommScope		
Condux		
Corning/Corning Cable Systems		
Exfo		
Fiber Options		
Fluke		
Fujikura America		
GE (IFS)		
Ideal		
LanShark		
Leviton		
Light Brigade		
Mohawk/CDT		
Noyes		
OFS		
Optelecom		
Optical Cable Corporation		
Ortronics		
Panduit		

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Communications Equipment and Supplies
Request For Bids

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Communications Equipment and Supplies
Request For Bids

Category III: Security, Audio, Video, and Systems Equipment & Supplies

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
Aethra		
Aiphone		
Allen Bradley		
Altinex		
American Dynamics		
Amx		
Astatic		
Atlas Sound		
Audio Technica		
Avidd		
Axis		
B & B		
Beyer Dynamic		
Bi-Amp		
Blonder Tongue		
Bogen Communications		
Bosch		
Bose		
B-Tron		
BTS		
California Amplifier		
Canon		
CCTV Products		
Censormatic		
CommScope		
Community		
Comnet		
Compression Labs, Inc.		
Computar		

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

Cosmicar		
Crestron		
Crown		
Category III: Security, Audio, Video, and Systems Equipment & Supplies (continue)		
Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
Da-Lite		
Dell		
Edwards		
Electrosonic		
Elkay		
Elmo		
Extron Electronics		
Fujinon		
Ganz		
Gitzo		
Gpt Video Systems		
Grass Valley		
Gray Engineering Laboratories		
Grundig		
Gyr		
Harris		
Hewlett Packard		
IED		
Ikegami		
Infax		
Inline		
Iqeye		
Ivie		
Jabra		
Javelin		
JBL		
JVC		
Kalatel		

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

K-Tec		
Klark Teknik		
Leightronix		
Lindsay Electronics		

Category III: Security, Audio, Video, and Systems Equipment & Supplies (continue)

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
Lectrosonic		
Louroe		
Lucent		
Mac Kenzie		
Marshall Electronics		
Matthews		
Mitsubishi		
Mlk Telecommuting Products		
Monroe Electronics		
Mole Richardson		
National Audio-Visual Supply		
National Instruments		
NEC+A100 America		
Net TV		
Netgear		
Network Associate		
Neutrik		
Nextel		
Nikon		
Noise Cancellation Tech, Inc.(NCT Group, Inc.)		
Nortel		
Noyes		
Okidata America, Inc.		
Olson Technology		
Opamp Labs		
Owi		

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

Oxmoor		
Panasonic		
Peavey		
Pelco		
Pentax		
Phillips		

Category III: Security, Audio, Video, and Systems Equipment & Supplies (continue)

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
Pinnacle		
Pioneer		
Plantronics		
Polycom		
Premier		
Protech Audio Corporation		
QSC		
Rane		
Renkus-Heinz		
Robot Research		
Rolm/Siemens		
Rycote		
Samsung		
Sanyo		
Sennetech		
Sennheiser		
Shure		
Sigma Electronics		
Sony		
Soundolier		
Soundtube		
Symetrix		
Talk-A-Phone Company		
Tandberg		
Tannoy		
Tec International		

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

Telecall		
Teltone		
Tecktronix		
Toa		
Trompeter		
Troxell Communications, Inc.		

Category III: Security, Audio, Video, and Systems Equipment & Supplies (continue)

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
Unicam		
Van San		
Verint		
Vicon		
Videoconferencing Systems Inc.		
Vtel Corp		
Whirlwind		
Williams Sound		
Yamaha		
Zenith		
Others		

(Please list below any additional Manufacturers that your company can provide; Include additional sheet if necessary)

[illegible]

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

Category IV: Network and Transmission Path Electronics, Equipment & Supplies

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
3com		
Agere Systems		
Agilent/Agilent Technologies		
Allen Bradley		
Allied		
Avaya		
B & B Electronics		
Black Box		
Blonder Tongue		
Cisco Systems		
Cutler Hammer		
Display System International		
Extreme Networks		
Fluke Networks		
General Electrics		
General DataComm		
Harris		
Kontron		
Maxrad		
National Instruments		
NetGear		
Network Associates		
Nortel Networks		

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

Rohn		
Telex		
Tessco		
Toner Cable Equipment		
Woller		
Others		

(Please list below any additional Manufacturers that your company can provide; Include additional sheet if necessary)

Category V: General Telecommunications Equipment & Miscellaneous Supplies

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
3M		
Akro-Mills		
Allen Tel		
Altronics		
Ameriphone		
Ameritec		
Amprobe		
APC - American Power Conversion		
APW		
Aeroflex		
Astron		
AT&T		
Avaya		
Badger Industrial Equipment		
Best Power/Powerware		
Black Box		
B-Line Systems		
Bogen		
Bosch		
Brady		
Brother		
Burnay		

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

Bussman Fuses		
Cabletek		
Caddy		
Caldwell		
CalOlympic Safety		
Chatsworth		
Construction & Rigging Supply		
Cooper B-Line		
Cortelo		
CRC		

Category V: General Telecommunications Equipment & Miscellaneous Supplies (continue)

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
Damac		
Delta		
Dewalt		
Dremel		
Duracel		
Dymo		
EAO		
Eaton		
Edwards Signal		
Ematerial Handling		
Emcor		
Energizer		
Erico		
Federal Signal Corp		
First Aid Supplies & Safety Products		
General Datacom		
General Electric (GE)		
Global Industrial Equipment		
GN Netcom		
GTI - GAW Technology Inc.		
Greenlee		

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

Hammond Manufacturing		
Harris		
Heavy Duty Shelving USA		
Hello Direct		
Hilti		
Hoffman		
Honda		
Hewlett Packard		
IBM		
Icom		
Ideal		

Category V: General Telecommunications Equipment & Miscellaneous Supplies (continue)

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
Industrial Ladder & Supply Co.		
Jensen		
Johnson Lift		
Klein		
Kohler Power Systems		
Kroy		
LanShack		
Leviton		
Maxtor		
Makita		
Megger		
MGE UPS Systems		
Middle Atlantic		
Miller Safety Products		
Milwaukee		
Motorola		
Multitech		
Nortel		
Old Castle Precast		
Paladin Tools		

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

Platt Lugg		
Powerware		
PTouch		
Radio Design Labs (RDL)		
RAE Systems		
Rack Solutions		
Rittal		
Rockwell		
Rosco		
Sheving Direct		
Siemon		
Securall Products		

Category V: General Telecommunications Equipment & Miscellaneous Supplies (continue)

Manufacturer	% Discount Off Vendor's Pricing Schedule	% Mark-Up Vendor's Cost
Seton		
Specialized Products Company		
Stanley		
Techni-Tool		
Telect		
Telewave		
Tempo		
Thomas & Betts		
Time Motion Tools		
Tripplite		
Viewsonic		
Viking		
Werner Ladders		
Western Digital		
Wiremold		
Work Area Protection Corporation		
Yamaha		
Other		

(Please list below any additional Manufacturers that your company can provide; Include additional sheet if necessary)

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

[illegible]

Additional Sheet for Write-In Additional Manufacturers

[illegible]

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies
Request For Bids

LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies RFB
EVALUATION WORKSHEET

EXHIBIT B

NOTE: THIS WORKSHEET IS TO ASSIST LAWA IN THE EVALUATION OF BIDS ONLY!
THIS IS NOT INTENDED TO BE AN ORDER COMMITMENT NOR A LIMITATION ON THE ITEMS REQUESTED IN THIS RFB.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	\$ RETAIL PRICE/ VENDOR COST	% DISCOUNT/ MARKUP	CITY'S NET UNIT PRICE	\$ EXTENDED PRICE
CAT. I: WIRE/CABLE EQUIPMENT & SUPPLIES							
1	WEST PENN 151, 20 AWG 2PR (IN 1000 FT ROLL)	20	RL				
2	BELDEN 1505A, RG59U PLENUM RATE CABLE (IN 1000 FT ROLL)	20	RL				
3	GENERAL CABLE 6P4P24-BL-S-GCC-TP7131688 CAT6 PLENUM CABLE (IN 1000 FT ROLL)	20	RL				
4	SIEMON SM2-02 2PT, SURFACE MOUNT BOX WHITE	500	EA				
5	PANDUIT P110CB5-C, 5PR CONN BLOCK FOR 110 SYSTEM (100/PK)	100	EA				
6	GEPCO VS10230, 10-COAXIAL CABLE (IN 400 FT ROLL)	20	RL				
7	BERK-TEK 10033817, CAT 6, 24-4 UTP, BLUE JACKET (IN 1000 FT ROLL)	20	RL				
8	KINGS KNG-2065-6-9, BNC PLUG	1000	EA				
9	ALLEN TEL AT216SM-4-EI FLSH JK 4-WIRE ELEC IVORY	1000	EA				
10	AMPHENOL 31-9-75, 75 OHM BNC 90 DEGREE ADAPTOR, PLUG/JACK	1000	EA				
11	TYCO 1375055-6 CAT 6 SL 110 MODULAR JACK, BLUE	1000	EA				
12	WIREMOLD V5744-2, 500 DUCT 2-3/4" DEVICE BOX 2G	100	EA				
	SUBTOTAL						
CAT. II: FIBER OPTIC CABLE/EQUIPMENT AND SUPPLIES							
1	CORNING 05-LC PC DUPLEX MM TO 57-SC DUPLEX MM, 2 FIBER ZIPCORD RISER CABLE/JUM	100	EA				
2	CORNING 8-METER SM SIMPLEX FIBER JUMPER ST UPC/SC UPC	100	EA				
3	BEJED BJ-1646-047, FIBER SPLICE CASE	50	EA				
4	IDEAL VFF5 FIBER OPTIC VISUAL FAULT FINDER	4	EA				
5	NOYES FTS1-2 FIBER OPTIC TALK	2	EA				
6	EXFO FTYB-150-S2-PM2X-E15-FP1 COMPACT OTDR	2	EA				
7	FLUKE DTX-1800 CABLE ANALYZER	2	EA				
8	INFOS OF3 OPTICAL FIBER CHECKER	50	EA				
	SUBTOTAL						
CAT. III: SECURITY AUDIO, VIDEO & SYSTEMS EQUIPMENT & SUPPLIES							
1	PELCO ES31PC22-2N, ESPRIT CAMERA SYSTEM	50	EA				
2	IQeye IQ853-V6-PE-SS, 3.1 MP Day/Night Camera, Telephoto PoE Injector, Standard Enclosure	50	EA				
3	PEAVEY A/A-8, 8-CH PRE-AMPLIFIER	10	EA				
4	SONY SSC-E453, HIGH RESOLUTION CAMERA	100	EA				
5	LG 37LC2D 37" LCD MONITOR	50	EA				
6	ELECTROSONIC ES-IL-PAS LAMP	50	EA				
7	SONY LMD-2010 20" LCD MONITOR	50	EA				
8	LECTROSONICS DM1624 AUDIO MIXER	10	EA				
9	COMPUTAR TG10Z0513FCS, LENS W/ CONNECTOR	100	EA				
10	PANASONIC WV-LD2000A, 20" LCD MONITOR	10	EA				
11	SIGMA ELECTRONICS VDA-2102X3, DUAL VIDEO DIST. AMPLIFIER	100	EA				
12	POLYCOM 2200-03200-001, SOUNDSTATION W/ MICS & REMOTE	2	EA				
13	IED 508DT-H PAGING STATION	10	EA				
	SUBTOTAL						
CAT. IV: NETWORK & TRANSMISSION PATH ELECTRONICS, EQUIPMENT & SUPPLIES							
1	BLACK BOX KV104A-R3, KVM SERVSELECT 4-PORT SWITCH	10	EA				
2	BLACK BOX EHN094-0010, SERCSELECT CABLE 10FT	100	EA				
3	IFS VT73230-R3, 32-CH DIGITAL VIDEO TRANSMITTER	2	EA				
4	TRANSITION NETWORKS E-100BTX-FX-05 (SM), ETHERNET MEDIA CONVERTER	5	EA				
5	ALLEN BRADLEY 1785-L60B, PLC-5/60 CONTROLLER	2	EA				
6	BLONDER TONGUE 5400-73, BIDA 750-30 AMPLIFIER	10	EA				
7	NETGEAR GS108/3540378 8-PORT GIG	10	EA				
8	CISCO WS-C3560-48PS-S, CATALYST 3560 48 10/100 PoE + 4 SFP	50	EA				
9	OPTELECOM 9872Y SM-15T-ST, RX HIGH SPEED PORT	10	EA				
10	CISCO WIC-IDSU-T1-V2 WAN CARD	20	EA				
	SUBTOTAL						

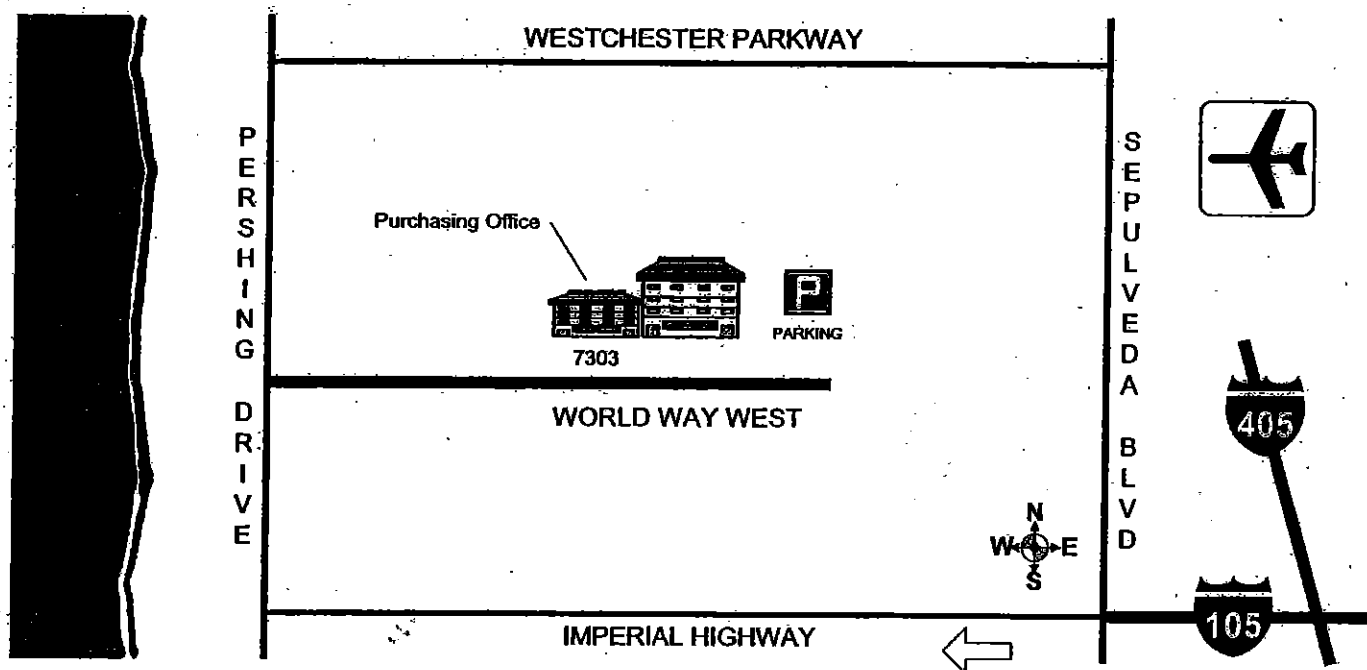
LOS ANGELES WORLD AIRPORTS
Communications Equipment and Supplies RFB
EVALUATION WORKSHEET

EXHIBIT B

**NOTE: THIS WORKSHEET IS TO ASSIST LAWA IN THE EVALUATION OF BIDS ONLY!
THIS IS NOT INTENDED TO BE AN ORDER COMMITMENT NOR A LIMITATION ON THE ITEMS REQUESTED IN THIS RFB.**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	\$ RETAIL PRICE/ VENDOR COST	% DISCOUNT/ MARKUP	CITY'S NET UNIT PRICE	\$ EXTENDED PRICE
CAT. V: GENERAL TELECOMMUNICATIONS EQUIPMENT & MISCELLANEOUS SUPPLIES							
1	ALLEN TEL AT216SM-4-EI FLSH JK 4 WIRE	100	EA				
2	APC SU-1400RMXL3U, 1400VA XL Smart UPS, 120V	10	EA				
3	APC SUM1500RMXL2U SMART UPS XL, 120V	10	EA				
4	CORTELCO 322041TP227E MEDALLION CID TWO-LINE ENHANCED PHONE	50	EA				
5	PLANTRONIC CS55 WIRELESS HEADSET SYSTEM W/ HL 10 HANDSET LIFTER	50	EA				
6	RITTAL 7203009-1, EQUIPMENT CABINET 2000H X 700W X 800D	50	EA				
7	TRE AS3MINI ELEVATOR PHONE	20	EA				
8	ASTRON SRM-25, SWITCHING POWER SUPPLY	20	EA				
9	ALTRONICS ALTV2416-ULCBX, 24VAC POWER SUPPLY	10	EA				
10	CISCO CP-7965G UNIFIED IP PHONE	100	EA				
11	RDL TX-VCR, VIDEO LOSS DETECTOR	100	EA				
12	LEVITON 4800PS, 6-OUTLET PLUG STRIP W/6' POWER CORD	100	EA				
	SUBTOTAL						

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS
PURCHASING OFFICE
7303 WORLD WAY WEST
LOS ANGELES CA 90045



Take Imperial Highway (West) to Pershing Drive. Make a right on Pershing Drive. Go about a 1/4 of a mile to World Way West. Make a right on World Way West. The building will be located on the left side of the street.

General Conditions

(In the general conditions listed below, the City of Los Angeles, Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

FORM OF BID AND SIGNATURE. The Bid must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental Purchasing Officer. Bids should be enclosed in a sealed envelope, showing the Bid No. The lower left corner, and addressed to Los Angeles World Airport, Purchasing Manager, 7303 World Way West, Los Angeles, Calif. 90045. The Bid must be signed with the firm's corporate name and by a responsible officer or authorized employee. If the Bid is submitted by a corporation it must be accompanied by a corporate resolution or other signed document granting the individual authority to sign bids and contracts for the corporation. If such authority has previously been filed with the Purchasing Manager new forms are not necessary. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

TAXES. Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Other taxes must be included in the bid prices.

AWARD. Bid shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

BRAND NAMES AND SPECIFICATIONS. Unless otherwise stated the detailed specification and/or brand name references are descriptive and indicate quality, design, and construction of items required. *Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.*

PATENTS. Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

SPECIFICATION CHANGES. If provisions of the Specifications restrict bidder from bidding, he or she may request in writing that the specifications be modified. Such request must be received by the Purchasing Manager at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

CITY HELD HARMLESS

Except for the City's sole negligence, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons, or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of this Contract. City shall endeavor to give notice of such claims.

PURCHASE AGREEMENT DOCUMENTS. A copy of the Notice inviting Bids, the Bid and a copy of these General Conditions and the Specifications and Bid will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

DEFAULT BY SUPPLIER. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned the City thereby.

PAYMENTS. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

SAFETY APPROVAL. Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

PATENT RIGHTS. The supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or, equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell.

ASSIGNMENT. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

ATTORNEY'S FEES. If City shall, without any fault be made a party to any litigation commenced by or against Supplier arising out of Supplier's performance of this Agreement or incident to such performance and as a result of which Supplier is finally adjudicated to be liable, then Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

BID PROTEST.

Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of Bid opening. The day after Bid opening shall be considered as day one. Any Bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90009-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- a. The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- b. The protest must refer to the specific portion of the document which forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract award.
- f. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

Administrative Requirements

Administrative Requirements

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

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

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

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

2. AFFIRMATIVE ACTION

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

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

Attachments:

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

For further information regarding this requirement please contact:

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

3. BUSINESS TAX REGISTRATION CERTIFICATE

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

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

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

bid/proposal. To obtain a BTRC, VRN, or Exempt number, please apply with the Office of Finance.

Additional information regarding this requirement may be obtained at:

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

Attachment:

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

4. CHILD SUPPORT OBLIGATIONS

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

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

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

Attachments:

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

For additional information please contact:

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

5. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and

capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

Attachments:

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

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

- Contractor Responsibility Program Frequently Asked Questions

6. EQUAL BENEFITS ORDINANCE

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

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

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

- (1) Request additional time to comply with the EBO (complete Provisional Compliance form)

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

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

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

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

7. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

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

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

Attachment:

- Current and Prior City of Los Angeles Contracts

8. MUNICIPAL LOBBYING ORDINANCE

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

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

Additional information regarding this requirement may be obtained at:

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

Attachments:

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

9. MINORITY, WOMEN, AND OTHER / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

Attachments:

- MBE/WBE/DBE/OBE Policy Statement

Checklist

Administrative Requirements Checklist

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

2. AFFIRMATIVE ACTION

- ☐ Is the non-discrimination certificate (A-1) completed and signed?
 - ☐ Is the non-discrimination certificate enclosed in the Packet?
 - ☐ Is the ethnic composition worksheet (A-2) completed?
 - ☐ Is the ethnic composition worksheet enclosed in the Packet?
 - ☐ Is a copy of the City's Affirmative Action Plan (A-3) signed and enclosed in the Packet?
- or**
- ☐ If the company has an Affirmative Action Plan, is a copy of said plan enclosed in the Packet?

3. CHILD SUPPORT OBLIGATIONS

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

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

4. CONTRACTOR RESPONSIBILITY PROGRAM

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

5. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

☐
☐

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

6. MUNICIPAL LOBBYING ORDINANCE

☐
☐

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

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

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

- Business Tax Registration Certificate
- Equal Benefits Ordinance

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

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

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

)

) ss.:

COUNTY OF _____

)

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

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

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

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

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

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

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

Signed:

Name:

Title:

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

Notary Public

(Notarial Seal)

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

Affirmative Action

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:

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:

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:

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.

DATE _____

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

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

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

FOR CONSTRUCTION PROJECTS

(L.A. County Only)

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

FOR NON-CONSTRUCTION PROJECTS

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

Employment statistics were obtained from:

Available Records Visual Check Other (Specify) _____

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

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

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

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

DATE

OFFICER'S SIGNATURES

FIRM NAME

A-7

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Business Tax Registration Certificate

BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM

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

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

Company Name: _____

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER										FUND		CLASS		

New format:

ACCOUNT NUMBER															FUND		CLASS		

State effective dates here: _____ to _____

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

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

Exemption Number:

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Explanation:

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

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

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

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

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

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

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

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

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer of Representative

Print Name

Title

Telephone Number

Contractor Responsibility Program

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

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

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

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

A. PROJECT TITLE: _____

B. BIDDER/CONTRACTOR INFORMATION:

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

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

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

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

Print Name, Title _____	Signature _____	Date _____
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A. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☐ No

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

B. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

C. PERFORMANCE HISTORY

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

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

D. COMPLIANCE

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

E. BUSINESS INTEGRITY

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

☐ Yes ☐ No

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

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

Los Angeles World Airports
Contractor Responsibility Program
Questionnaire

4

☐ Yes

☐ No

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

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

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

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

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

CRP Pledge

Equal Benefits Ordinance

EQUAL BENEFITS ORDINANCE

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

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

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

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

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

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

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

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

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

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

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

COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

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

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

File/Bid/Contract**Number** _____**SECTION 1. CONTACT INFORMATION**

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

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

Approximate Number of Employees in the United States: _____

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

COMPLIANCE

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

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

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

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

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

DECLARATION UNDER PENALTY OF PERJURY

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

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

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN/TIN

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

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

PROVISIONAL COMPLIANCE

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

APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

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

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

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

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

B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

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

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

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

PROVISIONAL COMPLIANCE

C. COLLECTIVE BARGAINING AGREEMENTS

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

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

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

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

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

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

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

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

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

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

DECLARATION UNDER PENALTY OF PERJURY

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

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

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

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

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company		EIN/TIN	
Street Address	City,	State	Zip
Contact Person/Title	Telephone Number	Fax Number	

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

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

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

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

ACKNOWLEDGEMENT REGARDING APPLICATION

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

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

Name of Signatory (Print)	Signature	Title	Date
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List of Other City of Los Angeles Contracts

Current and Prior City of Los Angeles Contracts

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

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

Municipal Lobbying Ordinance



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

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

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

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

Date: _____ Signature: _____

Name: _____

Title: _____

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

Los Angeles Administrative Code § 10.40.1(h)

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

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

Los Angeles Administrative Code § 10.37.1(i)

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

MBE, WBE, DBE and OBE Program

Policy Statement

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

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

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

Outreach

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

Subcontractor Listing

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

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

Certification

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

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