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CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

ROBERT R. "BUD" OVROM
GENERAL MANAGER

RAYMOND S. CHAN, C.E., S.E.
EXECUTIVE OFFICER

**REQUEST FOR PROPOSALS (RFP) NO. 2010DRI0002
THOROUGH STUDY TO RECOMMEND AND IMPLEMENT PROPOSED IMPROVEMENTS TO
THE DEVELOPMENT PROCESS IN THE CITY OF LOS ANGELES PROPOSERS' CONFERENCE,
AND PROPOSAL DUE DATE**

The City of Los Angeles, Department of Building and Safety (LADBS) is seeking proposals from interested firms to propose and implement improvements to the land use entitlement process, the public improvement permit process, and the building permit process of the City of Los Angeles. Development changes should include: a "development-wide" solution to better integrate relevant City Departments (Building and Safety, Planning, Public Works, Transportation, Fire, Water and Power, Housing, Cultural Affairs, etc.), as well as other regulatory agencies (the Air Quality Management District, School District, Community Redevelopment Agency, etc.). A six (6) month contract will be awarded to the most qualified proposer.

For more information and to discuss the RFP as well as other requirements, a **Proposers' Conference is planned to be held on Wednesday, August 18, 2010, from 10:00 a.m. to 11:00 a.m.**, at the following location:

Department of Building and Safety
201 N. Figueroa Street
9th Floor Commission Hearing Room
Los Angeles, CA 90012

Written notification of planned attendance for the Conference must be received in our office no later than 4:00 p.m. on Friday, August 13, 2010. To maximize the effectiveness of the conference, proposers shall provide questions in writing prior to the conference. This will enable LADBS to prepare responses in advance. Additional questions may be accepted at the conference. However, responses may be deferred and posted on LADBS' website at <http://ladbs.org/LADBSWeb/contractual.jsf> at a later date.

Send prepared questions in writing via email to paul.rill@lacity.org or faxed to (213) 482-6754 no later than 4:00 p.m. on Friday, August 13, 2010. Please state RFP number and indicate who from your company will attend the Conference.

Proposers are responsible for furnishing their own copies of the RFP document for the conference. **If no notifications of attendance are received by 4:00 p.m. on Friday, August 13, 2010, the Proposers' Conference will be canceled, and any questions received by that date will be answered on the LADBS website.**

Please contact Paul Rill, Contract Administrator, at (213) 482-6742 for general questions. Written proposals shall be submitted in accordance with the requirements set forth in the RFP. The RFP is available at the City's Business Assistance Virtual Network website, located at: <http://www.labavn.org/>, or at LADBS' website, located at: <http://ladbs.org/LADBSWeb/contractual.jsf>.

**WRITTEN, SEALED PROPOSALS MUST BE RECEIVED
ON OR BEFORE TUESDAY, SEPTEMBER 28, 2010, BY 10:00 A.M. PACIFIC TIME
AT 201 N. FIGUEROA STREET, ROOM 1080, LOS ANGELES, CA 90012**

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EXECUTIVE OFFICER
—

Request for Proposals

Thorough Study to Recommend and Oversee Implementation of Proposed Improvements to the Development Process in the City of Los Angeles

Request for Proposals No. 2010DRI0002

**Proposal Due Date
September 28, 2010 at 10:00 a.m.**

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Section 1 – Background and Introduction

Background

In the past three years, the City of Los Angeles has lost many jobs, and total annual construction valuation has fallen from \$5.3 billion in Fiscal Year 2006-07 to \$3 billion in Fiscal Year 2009-10.

While much of the decline is attributed to the recession, another major factor is the confusing and time-consuming City of Los Angeles development review process. Project review, permits, and approvals are required from up to 12 different City departments, and often include outside consultant and/or regulatory agencies.

The City seeks to retain the services of a qualified consultant to thoroughly study the development review process and recommend and oversee the implementation of the approved changes that result in a “best in class” process. Successful implementation will result in a simpler, faster, and more predictable process for applicants and an accessible, transparent process that better engages members of the community.

Introduction

The City seeks to retain the services of a qualified consultant (Consultant) to propose and implement improvements to the following processes:

- The land use entitlement process, which ensures that proposed projects comply with the General Plan for development of the City;
- The public improvement permit process, which ensures that proposed projects include public right-of-way improvements, as necessary;
- The building permit process, which ensures construction is completed according to the building, zoning, plumbing, electrical, and mechanical codes.

Development changes should include: a “development-wide” solution to better integrate relevant City Departments (Building and Safety, Planning, Public Works, Transportation, Fire, Water and Power, Housing, Cultural Affairs, etc.), as well as other regulatory agencies (the Air Quality Management District, School District, Community Redevelopment Agency, etc.).

Many of the affected departments in the City have recently been audited. The purpose of this project is not to re-do these audits. The Consultant will review the current development review process, including the results of recent audits. The focus will be on making recommendations and creating an implementation plan in sufficient depth and detail that will allow City staff to evaluate and implement improvements. It is expected that the Consultant will oversee the implementation of approved recommendations.

More specifically, the Consultant's goal will be the following:

1. Provide recommendations that streamline all City development review procedures and processes, create efficiencies, reduce redundancies and achieve a seamless city-wide system. Recommendations shall be in sufficient depth and detail so that City staff can properly evaluate and implement approved recommendations. Additionally, the documentation shall be used as a historical and audit reference as to why and how changes were made to the various development processes.
2. Provide recommendations for technology improvements that will track development projects in all relevant City Departments and outside agencies. This will allow department heads to monitor timelines, balance staff workload, and improve accountability. The project will be a user-friendly, transparent system that is easily accessible to both applicants and community members. Recommendations must be provided in sufficient depth and detail so that City staff can properly evaluate and use them as a basis for a technology improvement plan and requirements document.
3. Provide an implementation plan which includes resources (staff, tools, time, etc.) needed to implement approved recommendations.
4. Oversee the implementation of approved changes, ensuring the City realizes the benefits of recommended changes.

Section 2 – Objectives

The Mayor's Office, the Department of Building and Safety, and the Department of City Planning have compiled the following objectives for the Consultant to accomplish:

- 2.1 Evaluation and Research: Review the current development review process and provide recommendations that are informed by primary (i.e., interviews, surveys, etc.) and secondary research (i.e., recent audits, best practice studies etc.). It is expected that the Consultant's Work for this objective will include the following:
 - i. Review current audits of all departments involved in the City development review process to avoid duplication of work.
 - ii. Document the current City development review process including the roles of all City departments, commissions, and other regulatory agencies. Highlight critical project points, such as approval requirements from a decision-making body.
 - iii. Conduct a best practices study of development review processes for similarly large and complex cities, including performance metrics used to drive superior performance.
 - iv. Survey and interview local City managerial staff to identify process weaknesses and gather recommendations for process improvement.
 - v. Report on current City technology that tracks development review progress within each department from initial submittal to completion of construction. Conduct best practices study of technology used in similar jurisdictions.
 - vi. Analyze the current staffing capabilities at each City department and determine baseline needs. Propose flexible staffing solutions that can accommodate fluctuating demands.

2.2 Implementation Plan: Create a comprehensive plan for implementing approved recommendations for streamlining the development review process. It is expected that the Consultant Work will include the following:

- i. Prepare a comprehensive report recommending a strategy and approach for improving the City's development review process.
- ii. Propose short-term initiatives that can be accomplished with existing resources, and long-term initiatives that may require additional staff, outside resources, and additional investments in technology.
- iii. Establish timelines for implementation of initiatives and recommendations. Provide Gantt chart representing key milestones and deliverables.
- iv. Recommend oversight mechanisms for industry supervisory board to monitor implementation progress and results.
- v. Conduct general project administration throughout the project including managing timelines for deliverables, scheduling, and coordinating regular status meetings, etc.
- vi. Submit a proposed project timeline with associated budget. The budget shall provide a cost associated with each task on the timeline, elucidating both hard and soft costs. The timeline shall be subject to approval by the City. The study, all deliverables, and implementation of recommendations shall be completed to the satisfaction of the City no later than **six (6) months** from the start date indicated in the final contract and shall be within the "not to exceed" budget indicated in Section 4.10, Timeline and Budget.
- vii. Propose a staffing plan, including the number, characteristics, and schedule for the Consultant's staff that will support the project.
- viii. Identify the specific individual that will be proposed as project manager, and provide his or her resume, qualifications, background, and references.
- ix. Describe the roles and responsibilities for the project, both for the Consultant and City staff.
- x. Describe the critical factors for success of this project.
- xi. Describe how the progress for this project will be tracked and measured throughout the implementation.
- xii. Describe the change order process that will be followed when proposing changes to the project plan that were not covered in the original scope of work.
- xiii. Describe the plan for the development and delivery of training and documentation for implementation of recommended business processes and technology improvement.
- xiv. Describe how the staffing plan provides for a continued presence and support for the project.

2.3 Schedule and Budget: All work shall be completed to the satisfaction of LADBS no later than six (6) months from the start date indicated in the final contract. The Consultant shall submit a proposed project timeline with associated budget. The budget shall provide a cost associated with each task on the timeline. The timeline shall be subject to approval by the City.

- 2.4 Final Report: Create a comprehensive final report as stipulated in 4.7 – Comprehensive Final Report.

Section 3 – Definitions

The following terms shown below in bold print and italicized, whether used in this RFP or a Contract resulting from this RFP, shall be defined and interpreted as follows:

- 3.1 **CITY:** The City of Los Angeles, California, a municipal corporation.
- 3.2 **CONSULTANT:** The sole proprietorship, partnership, limited liability company, corporation or joint venture, to whom a Contract is awarded by the City as a result of this RFP, and who is a party thereto. Consultant may be used interchangeably with “Proposer.”
- 3.3 **CONTRACT:** The particular Contract awarded as a result of this RFP, and executed by the Contractor and the City, of which this RFP, including the Standard Provisions for City Contracts, Contract Provisions, and Certifications, are a part.
- 3.4 **CONTRACTOR:** The person, partnership, firm, or corporation, to whom this Contract is awarded by the City as a result of this RFP, and who is a party thereto. Contractor may be used interchangeably with “Proposer.”
- 3.5 **DELIVERABLES:** The Consultant is fully responsible for the preparation and delivery of all Deliverables/Work in the time frame, format, and method requested herein without additional cost to the City.
- 3.6 **PROJECT FACILITATORS:** City staff from the departments of Building and Safety, City Planning and Public Works’ Bureau of Engineering designated to work with Contractor to meet Work objectives.
- 3.7 **STEERING COMMITTEE:** Committee comprised of City staff as well as industry representatives that provides executive oversight and input on establishing project goals, deliverables, approval of recommendations and the implementation of them, and acts as the final decision maker regarding disputes between City agencies and/or Consultant and agencies.
- 3.8 **PROPOSER:** The person, partnership, firm, or corporation that submits a Proposal in response to this RFP. The Proposer must have the authority to submit the proposal on behalf of the partnership, firm, or corporation, for which the Proposal is submitted. Proposer may be used interchangeably with “Contractor.”
- 3.9 **PROPOSAL:** A formal written response and required work sample deliverables prepared and delivered in accordance with this RFP.
- 3.10 **REQUEST FOR PROPOSAL (RFP):** This document which is used by Proposer as a basis for their Proposal.

- 3.11 **WORK:** Services, and/or materials provided to City by the Consultant according to Contract provisions.

Section 4 – Scope of Work for the Contract

4.1 Scope of Work Format

The Scope of Work Section has been formatted so that related tasks have been grouped together beginning with Section 4.3. Each task is followed by an explanation as to the expected deliverable(s) related to that task.

4.2 Deliverables Overview

All deliverables shall be considered as “work for hire” and become the property of the City for use as it deems appropriate. Deliverables must be provided in paper copy as well as in electronic form as follows:

- All analytical data shall be submitted in Microsoft Excel or Access format. No portion of the cells, report items can be hidden or locked/password protected without full disclosure, including instructions (written and verbal) on how to access (unlock, access thru the password, etc.) the protected/hidden cells, report features.
- All text and text tables shall be submitted in Microsoft Word format.
- All charts, illustrations or graphic images shall be submitted in Graphic Interchange Format (.gif), Joint Photographic Experts Group (jp/jpeg) or Portable Document Format (PDF) format. Charts and graphs created in Excel must also be provided electronically in Excel format.

4.3 Development Process Review

4.3.1 - Task

Document the current City development review processes including the roles of all City departments, commissions, and other regulatory agencies. Highlight when project circumstances trigger approval requirements from each decision making body. Investigate the potential of a strictly dedicated group of employees in each department to form a cross-departmental development group, and the impact this will have on improving communication and efficiency.

4.3.1 - Deliverable

Provide a process flowchart that graphically represents the entire development review process, including actions that trigger the involvement of each City department.

4.3.2 - Task

Analyze the effectiveness of the current Case Management System. Assess whether case management can and should be expanded to serve smaller projects, and investigate an expanded fee structure for the Case management System.

4.3.2 - Deliverable

Report on the effectiveness of Case Management and its scalability, including recommendations for improving the scalability. Make recommendation for an ideal fee structure for Case Management, including the methodology that will enable Building and Safety to efficiently and effectively calculate fees based on effort needed to provide services relative to projects. Provide training to staff on the recommended methodology.

4.3.3 – Task

Review all application forms and other submittal documents. Report on the accessibility of department staff members, processing time frames, and transparency of information throughout the process. Identify communication channels and review interaction within departments, and with outside parties (elected officials, applicants, interest groups, etc.)

4.3.3 – Deliverable

Provide a written synopsis describing all of the above, including recommendations for improvements, especially related to improving transparency and communication between departments.

4.3.4 – Task

Report on performance indicators used by each City Department for measuring the effectiveness of their development review services. The Consultant shall research and identify procedures and protocols in place for managers to compare actual performance to missions, goals, and objectives.

4.3.4 – Deliverable

Provide analysis of procedures and performance metrics used by City departments. Analysis should include recommendations for additional performance metrics that City departments can implement to improve departmental performance.

4.3.5 – Task

Report on the processing times it currently takes for developers to navigate the City's process. The Consultant shall provide recommendations for improving processing times and improving the predictability of the timing for approvals.

4.3.5 – Deliverable

Provide analysis of current processing times required for developers and provide recommendations to improve these times.

4.4 Survey and Interview Development Professionals

4.4.1 - Task

Survey and interview development managers as well as City managerial staff to identify process weaknesses and gather recommendations for process improvements.

4.4.1 – Deliverable

Prepare and submit a list of survey and interview questions to the Steering Committee prior to conducting meetings or distributing surveys. Compile the data, and capture

interview responses in an Excel summary report with respondent names, responses, and an analysis of recurring themes, including the potential impacts and feasibility of implementation.

4.4.2 – Task

Conduct a best practices study of development review processes in similar jurisdictions. The Consultant will assess which processes are most successful and what can be adapted to the City's process.

4.4.2 - Deliverable

Provide a report describing the successful processes in at least five similar jurisdictions including recommendations for adopting effective methods.

4.5 Technology

4.5.1 - Task

Report on current City technology that tracks development review progress within each department and among all regulatory agencies from initial submittal to completion of construction. Evaluate the existing technology in terms of its capability to function as a development-wide system rather than merely a city-wide system.

Target recommendations should achieve:

- o Tracking from application through land use entitlement, building and engineering permit issuance, and planning condition sign-off.
- o The ability for applicants to submit all applications on-line including complex entitlements.
- o A fully transparent system to both the public and applicants.

Conduct a best practices study of development review technology used in similar jurisdictions.

4.5.1 - Deliverable

Provide a report on the current technology in place. Recommendations for a development-wide system should be based on successful technologies used in similar jurisdictions and should include a proposed implementation plan for rolling out suggested technology changes. This deliverable must be in sufficient depth and detail so that City staff can properly evaluate and use it as a basis for a technology improvement plan and requirements document.

4.6 Department Staffing Levels

4.6.1 - Task

Departments involved in the development review process often find themselves facing staffing issues based on fluctuating demand. Assess workload, determine baseline needs, and develop flexible staffing solutions that allow departments to quickly and easily adjust their workforce to match the current market demand.

4.6.1 - Deliverable

Analyze and report findings regarding staffing adequacy and propose flexible staffing solutions that can accommodate fluctuating demand within the confines of City regulations (e.g., be cognizant of required certifications, applicable laws, etc.).

4.7 Comprehensive Final Report

4.7.1 - Task

Prepare a comprehensive final report recommending a strategy and approach for implementing improvements to the City's development review process based on all study tasks.

4.7.1 – Deliverable

Provide a draft report to the Steering Committee for review, followed by conducting a meeting to discuss any clarifications, errors, or direction from the Committee. The final report must outline a strategy and approach for implementing any recommended modifications and opportunities for improvements. Complete the final report including flow charts, matrices, all task reports, comparison tables, etc. that reflect the current development process and the recommended improvements. Present findings incorporating all tasks via Power Point presentation.

4.8 Short and Long-Term Initiatives

4.8.1 - Task

Propose short-term initiatives that can be accomplished with existing resources, and long-term initiatives that may require additional staff, outside resources, additional investments in technology, and/or external support.

4.8.1 - Deliverable

Provide a list of short and long-term initiatives ranked by priority, cost, feasibility, and impact. Specify resources needed for successful implementation of long-term resources.

4.9 Action Plans for Implementation of Recommendations

4.9.1 - Task

Establish an overall project plan which includes an action plan, staffing plan, and support plan for implementation of initiatives and recommendations.

4.9.1 - Deliverable

Provide an overall project plan that includes individual action plans for each initiative or recommendation, a staffing plan, and a support plan. This should include the number, characteristics, and schedule for the consultants that are proposed to work on the project, as well as the resume, qualifications, background, fee schedules, and resume of the individual that is being proposed as the project manager. Describe the roles and responsibilities of both the Consultant and the City staff. Outline how progress will be tracked and measured on this project. Describe the change order process, and the plan for training and documentation for implementation of recommended business process and

technology improvements. Provide a Gantt chart that includes detailed actions, milestones, timelines, and responsible departments.

4.10 Ongoing Oversight

4.10.1 - Task

Oversee the implementation of all approved improvements until completed. Design mechanisms for the Steering Committee or other group composed of City staff, the oversight board, and industry members to monitor results on an on-going basis.

4.10.1 - Deliverable

Provide a written methodology and procedure to ensure all initiatives are fully implemented and design an on-going protocol for results monitoring results by the City and industry members. Oversee the implementation schedule to ensure approved recommendations are enacted. Provide a plan for reporting progress and a plan for on-going support throughout implementation and after the initial rollout of the approved changes.

4.11 General Administration

4.11.1 – Task

Meet with the Steering Committee twice monthly (or more frequently upon request) to refine tasks, and objectives, analyze methodologies, discuss expectations, and review the budget and timetable. The Steering Committee will be composed of staff from the Departments of Planning and Building and Safety. The supervisory board will also be kept informed of progress (names and contact information to be provided upon contract award).

4.11.1 - Deliverable

Produce and circulate within one week of each meeting an agenda and written progress report with percentage of work completed. Prepare and provide billing statements as specified in Section 7.6.

4.12 Timeline and Budget

4.12.1 – Task

This RFP has a “not to exceed” amount of six hundred thousand (\$600,000) dollars. The Consultant shall submit a proposed project timeline with associated budget. Proposed budgets exceeding the “not to exceed” amount will not be considered. The budget shall provide a cost associated with each task on the timeline. The timeline shall be subject to approval by the City. The study and all deliverables shall be completed to the satisfaction of the City no later than six (6) months from the start date indicated in the final contract.

4.12.1 - Deliverable

Provide a detailed timeline with costs for each task, expected due dates, and sample billing forms.

4.13 Presentations

4.13.1 – Task

Participate, if requested by City, in public hearings before Council Committees and City Council, regarding the development review process study. Assist staff with the preparation of any required Staff Reports for consideration by the City Council or Committees.

4.13.1 - Deliverable

Thirty (30) paper copies of the Final Report to the City. Provide one (1) copy of report in native (e.g., Excel, Access, Power Point, etc.) and printable (e.g., PDF of an Access report) electronic format. Be in attendance at public hearings, as requested.

Section 5 - Instructions to Proposers

It is the City's intent to award a Contract, in a form approved by the City Attorney, to the selected Proposer. This RFP and the Proposal submitted or any part thereof may be incorporated into and made a part of the Contract. It is requested that Proposals be prepared simply and economically, avoiding the use of unnecessary promotional material.

5.1 Proposal Form and Submission Requirements

Proposals shall be based only on the material contained in this RFP, pre-proposal conference responses, demonstrations by Proposers chosen to provide them, and amendments, addenda, and other material published by the City relating to the RFP. The Proposer shall disregard any previous draft material and oral representations that may have been obtained by the Proposer in preparing a response to this RFP. Proposals shall be submitted in accordance with the requirements set in this RFP.

5.1.1 Written Requirements

All Proposals must be submitted in writing, and Proposers shall complete and return all applicable documents, including forms, appendices, specifications, drawings, and any technical and/or illustrative literature. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation and copies.

5.1.2 Cover Letter

Each Proposal must include a cover letter limited to one page. The cover letter must include the title, address, and telephone number of the person or persons authorized to represent the Proposer regarding all matters related to the Proposal and any Contract subsequently awarded to said Proposer. This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the Proposal.

5.1.3 Index

Immediately following the cover letter there shall be a comprehensive index which must include a clear description of the content of the Proposal identifying the information set forth therein by sequential page number and by section reference number.

5.1.4 Executive Overview

This section shall be written for City management, and shall briefly address the topics that should be recognized by upper management.

5.1.5 Language and Units of Measurements

This RFP and all documents submitted by a Proposer in connection with this RFP shall be written in English. All numerical data furnished herein shall use the dollar-foot-pound-seconds units of measurement.

5.1.6 Omissions, Deviations and Alternatives

The Proposer shall not change any wording in the RFP or associated documents. Any omissions, deviations, or alternatives offered shall be submitted in a letter attached to the front of the Proposal documents. This letter shall fully describe in writing any omissions or deviations from the requirements set forth in the RFP and the reasons why said omissions or deviations are in the best interests of the City. The effect of any omissions or deviations, including cost, on the proposed work shall also be included.

Alternatives that do not substantially meet the City's requirements as determined by the City will not be considered. Proposals offered subject to conditions and/or limitations by the Proposer may be rejected as non-responsive.

5.1.7 Non-Proprietary Solutions

Proposals shall incorporate non-proprietary solutions and services. A Proposer incorporating proprietary solution components must justify these components in writing in the Alternatives section of the Proposal.

Proposals which impose conditions or limitations to those set forth in this RFP may be considered non-responsive and rejected.

5.1.8 Other Services Offered

For all services other than those requested in this RFP, the Proposer shall provide a detailed description of how each service will be provided. Where appropriate, the level of service the Proposer is willing to provide shall be

indicated. The effect of any cost associated with the proposed work shall also be included.

5.1.9 Sample of Past Work

Provide a sample of past work performed that is representative of the deliverables described in the following sections of this RFP:

4.7 – Comprehensive Final Report

4.9 – Action Plans for Implementation of Recommendations

5.1.10 Additional Data the Proposer Wishes to Present

Any other data the Proposer considers essential to the evaluation of its Proposal shall be clearly stated in this section. If there is no additional data the Proposer wishes to present, the Proposer shall state the following:

There is no additional data we wish to present.

5.1.11 Information Requested and Not Furnished

The information requested, and the manner of submission are essential to Prompt evaluation of all Proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any Proposals in which information is requested and not furnished, or when a direct or complete answer is not provided.

5.1.12 Proposer References

Immediately following the “Additional Data Proposer Wishes to Present” Section, and titled as “References,” the Proposer must submit a minimum of nine (9) different non-Proposer owned references (do not repeat customer names) as specified in items 5.1.12.1 and 5.1.12.2. The information provided shall include the company name, address, contact person, telephone number of the contact person, e-mail address of the contact person, and type and estimated amount of annual business for each customer listed as a reference.

5.1.12.1 The Proposal shall list three (3) current customers with whom the Proposer has conducted business applicable to this RFP in the last 36 months.

5.1.12.2 The Proposal shall list three (3) customers with whom the Proposer has conducted business applicable to this RFP in the past five or more years.

5.1.12.3 The Proposal shall list three (3) customers with whom the Proposer has conducted financial business applicable to this RFP in the past five or more years.

5.1.13 Years in Business

Proposers shall specify number of years in business applicable to this RFP.

5.1.14 Business Organization

The Proposer shall provide a summary of relevant historical background of themselves as a corporate or other entity and adequate documentation on the financial status of the firm that will enable the City to evaluate the Proposer's ability to complete the proposed project. This documentation shall include the following information:

- Date entity was established and location of entity when established
- Location of headquarters
- Total number of employees
- Total number of employees in the City of Los Angeles and Southern California
- Annual revenues
- Brief history and description of entity

5.1.15 Verification of Past City Contracts

The City Council passed a resolution on July 21, 1998 (CF 98-1331) requiring that all proposed vendors supply in their Proposal a list of all City of Los Angeles Contracts held by the Proposer or any affiliated entity during the preceding ten years. Performance on past Contracts with the City of Los Angeles shall be part of the evaluation criteria. Failure to disclose this information shall disqualify the Proposer. Each Proposer must complete Attachment 11 and submit the form with their Proposal.

5.1.16 Past Failure to Complete Work Awarded

All Contracts terminated for default during the past five years must be disclosed. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Proposer to be in default. Submit full details of all terminations for default experienced by the Proposer during the past five years, including the other party's name, address and telephone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal if the facts indicate that completion of a Contract may be jeopardized by selection of the Proposer.

If the Proposer has experienced no termination for default in the past five (5) years, so indicate.

5.1.17 Potential Conflict of Interest

All Proposals must clearly identify any past or current litigation the Proposer was/is involved in that also involved/involves the City of Los Angeles.

5.1.18 Cost Proposal

Pricing information contained in the Proposal will be considered by the City as binding on the Proposer for purposes of this RFP. However, the City may, at its sole discretion, enter into pre-award negotiations as described in Section 6.4 of this RFP for purposes, including but not limited to, discussion(s) of proposed price(s). Additionally, Proposer shall provide any discounts offered for payment within set parameters in accordance with Section PSC-25 of the Standard Provisions for City Contracts in Attachment 2.

5.1.19 Authorized Signatures

Proposals must be signed by a duly authorized officer eligible to sign Contract documents and authorized to bind the company to all commitments made in the Proposal in the Proposer Signature Declaration Page (Attachment 17). Consortiums, joint ventures, or teams submitting Proposals will not be considered responsive unless it is established that all Contractual responsibility rests solely with one Proposer or one legal entity. The Proposal must identify the responsible entity. Also refer to instructions in Section 9 – Proposer Signature Declaration Page.

5.1.20 Adherence to RFP Format

Responses to this RFP must be made in accordance with the format set forth in this RFP. Failure to adhere to this format may be cause for rejection of the Proposal as non-responsive.

5.1.21 Number of Copies Required

Proposers are required to submit one original Proposal package signed in ink (including attachments where signatures are required) and seven (7) copies of the Proposal. The original and copies must be printed to paper and identified as “Original” and “Copy”.

5.1.22 Preparation and Packaging of Proposal

Each proposal will be bound, not stapled, with pages numbered sequentially and be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The RFP shall be enclosed in a sealed envelope plainly marked in the upper left-hand corner with the

name and address of the Proposer. The title of the project: **Proposal to Evaluate the Development Review Process in the City of Los Angeles** should be marked clearly on the sealed envelope or package, and addressed as indicated in Section 5.4. Submittal of non-relevant or promotional material will result in a lower score for the evaluation of the Project.

5.1.23 Single Proposal Response

If only one proposal is received in response to this RFP, and it is found by City to be acceptable, a detailed price/cost proposal may be requested of the single Consultant. A price or cost analysis, or both, possibly including an audit, may be performed by or for City of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Consultant agrees to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Consultant's price proposal. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a similar service. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Consultant's offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Consultant's performance should cost. A cost analysis is generally conducted to determine whether the Consultant is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analysis and the results therefore shall not obligate City to accept such a single proposal; and City may reject such proposal at its sole discretion.

5.1.24 Joint Venture

Any proposal that is a joint venture must submit the qualification documentation requested herein for each member of the joint venture.

5.1.25 Subcontractors

The identification of each proposed subcontractor, its qualifications, the tasks to be performed and costs for its services, etc., shall be included. The form and content of all subcontractor provided products shall be described in detail. Subcontractors must also meet all requirements requisite of the selected proposer, including the provisions of Section

10.24 of Article 1 of Division 10 of the Los Angeles Administrative Code (Exhibit 27.3-6).

5.1.26 Submission Extension

The City reserves the right to extend the RFP submission deadline should such an action be in the interest of the City. The Contract will be in effect from the effective date of the contract for a period of one year.

5.1.27 Materials and Computer Files Property of the City

All materials, including photos, notes, and computer files generated for this project by the Consultant are the property of the City.

5.1.28 Proposal Errors

Proposer is liable for all errors or omissions incurred by Proposer in preparing the Proposal. Proposer will not be allowed to alter Proposal documents after the due date for submission.

The City reserves the right to make corrections or amendments due to errors identified in the Proposal by the City or the Proposer. This type of correction or amendment will only be allowed for errors such as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to Proposal. All changes must be coordinated in writing with, authorized by, and made by the Contract Administrator.

5.1.29 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Proposal.

5.1.30 Interpretation and Clarifications

The City will consider prospective recommendations or suggestions regarding any requirements before the Pre-Proposal Conference. All recommendations or suggestions must be in writing and submitted to the Contract Administrator. The City reserves the right to modify requirements on any RFP if it is in the best interest of the City.

5.2 Cost of Responding to RFP

The City is not responsible for any costs incurred by Proposer submitting Proposals or providing subsequent pre-contract award demonstrations. All Proposers who respond to any part of this RFP process do so solely at their own expense.

5.3 Proposer Conference

A Proposer Conference is scheduled to be held to clarify the contents of this RFP, to discuss the City's needs, and for City representatives to respond to questions from Proposers concerning this RFP. Written and oral questions will be answered, and responses will subsequently be posted on LADBS' website at <http://www.lacity.org/ladbs>. Conditions and/or terms of the RFP will not be negotiated at the conference. This conference is scheduled as follows:

August 18, 2010
10:00 a.m.
Department of Building and Safety
9th Floor Commission Room
201 North Figueroa Street
Los Angeles, CA 90012

5.3.1 Pre-Proposal Conference Questions

To maximize the effectiveness of the conference, Proposers shall provide questions *in writing* prior to the conference. This will enable City to prepare responses in advance. Additional questions may be accepted at the conference. However, responses may be deferred and posted on the LADBS' website at <http://www.lacity.org/LADBS>, at a later date.

Proposers planning to attend the conference must notify the Contract Administrator and send prepared questions in writing via email to paul.rill@lacity.org or faxed to (213) 482-6754, no later than 4:00 p.m. on August 13, 2010.

Send notifications of intent to attend and written questions to:

City of Los Angeles, Department of Building and Safety
General Analysis and Budget Services Section
Attention: Contract Administrator
201 North Figueroa Street, Room 1080
Los Angeles, CA 90012-4869
Phone: (213) 482-6755; Fax: (213) 482-6754

NOTE: If no notifications of attendance are received by 4:00 p.m. on August 13, 2010, the Proposer Conference will be canceled, and any questions received by Contract Administrator will be answered on the LADBS website.

5.3.2 General Questions Regarding this Request for Proposal

Any questions regarding the contents of this RFP specification must be directed to Paul Rill, Contract Administrator, 201 North Figueroa Street, Room 1080, Los Angeles, CA 90012-4869, Phone (213) 482-6755, Fax (213) 482-6754, e-mail paul.rill@lacity.org.

5.4 Deadline and Address for Submission of Proposals

Completed Proposals must arrive at the address below by September 28, 2010 NO LATER THAN 10:00 a.m. PST. Proposals must be addressed as follows:

City of Los Angeles, Department of Building and Safety
General Analysis and Budget Services
Attn: Contract Administrator
201 North Figueroa Street, Room 1080
Los Angeles, CA 90012-4869

Request for Proposals to Propose and Implement the Development Review
Process in the City of Los Angeles

Request for Proposals No. 2010DRI0002

DUE DATE: September 28, 2010

5.5 Late Proposals

It is the responsibility of each firm responding to this RFP to ensure that its Proposal is received by City on or before the time specified herein. Proposals received after the deadline (September 28, 2010 at 10:00 a.m.) will be considered "late". They will be time stamped, remain unopened, and may not be considered for award. They may be returned to the Proposer. The City will not be responsible for any errors or omissions in the Proposal, or any delays in receipt of the Proposal, including those due to the method of delivery.

5.6 Withdrawal of Proposals

5.6.1 Prior to Submission Deadline

Proposer may withdraw a submitted Proposal in writing at any time prior to the specified due date and time. Faxed requests for withdrawals will be accepted. A written request, signed by an authorized representative of the company, must be submitted to the Contract Administrator. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the specified due date and time.

5.6.2 After Submission Deadline

Unless otherwise stated, Proposals submitted shall be irrevocable for a minimum period of one-hundred-twenty (120) days following the Proposal due date.

5.7 Conference During the Evaluation Period

After the expiration of the time to submit Proposals and continuing until a Contract has been awarded, all City personnel and representatives of the City involved in the project will have been specifically directed against holding any meetings, conferences or technical discussions with any Proposer except as provided in this Section. Proposers shall not initiate communication in any manner with City personnel or representative of the City involved in this project regarding the RFP or the Proposals during this period of time, unless authorized in writing, by the Chair of the Evaluation Committee. **Failure to comply with this requirement will automatically terminate further consideration of that company's Proposal.**

5.8 Evaluation of Proposals

The City shall reserve the right to use such other criteria as may be deemed appropriate in evaluating Proposals, even if such criteria are not mentioned in the RFP. Proposers submitting the highest-rated written responses and work sample deliverables may be called for an oral interview to further assess their qualifications.

5.8.1 Evaluation Criteria

The City's criteria for evaluating the Proposals will include, but not be limited to the following:

5.8.1.1 Content of Proposal

The Proposer must demonstrate the knowledge and ability to perform all tasks described in this RFP.

5.8.1.2 Staffing

The evaluation committee will also consider the demonstrated experience, technical expertise, and background of the personnel to be assigned to this Contract. Therefore, all Proposals shall include a complete list, by name and title, of those representatives participating in the program, including identification of the primary representative, and resume for each.

5.8.1.3 Vendor Experience

Capability to complete all work efficiently, timely, and satisfactorily; ability to handle large-scale projects; and satisfy the user requirements. Preference shall be given to Proposers having experience with projects similar in complexity and size within the last three (3) years for a similar-sized government agency.

5.8.1.4 Past Performance

The Proposer must exhibit a record of successful past performance as well as an above-average reputation for the delivery of services as described in this RFP. This will include an evaluation of the sample work provided in response to Section 5.1.9, "Sample of Past Work".

5.8.1.5 Financial Stability

Documentation dealing with the firm's overall financial position will be used as an indicator of the ability to provide the requested services over the term of the Contract.

5.8.1.6 Time Deadlines

The Proposer must exhibit organizational ability, a precise schedule, and commitment to complete the services within acceptable time limits.

5.8.1.7 Company Commitment to Project

The Evaluation Committee will examine the capabilities of the Proposer's staff to complete the work efficiently and satisfactorily, and will look at the ability of the Proposer's project management staff to apply proper controls for meeting deadlines and containing costs. The Committee will further examine the overall ability of the company to handle work of the scope and type represented in this RFP, the feasibility of the plan to satisfy the user requirements and to complete the work within a reasonable time frame.

5.8.2 Evaluation of the Proposals will be weighted as follows:

No.	Evaluation Factor	Points
1	Quality Assurance Guarantees and Estimated Time Frame	20
2	Experience of the Proposer as a Firm/Depth of Resources and Personnel	15
3	Cost of Proposal	15
4	Organization's Financial Stability	15
5	Quality and Responsiveness of the Proposal	20
6	Past Performance of the Firm on Contracts of Similar Size and Scope – References	10
7	Lack of Ethics Violations as Reported on City Database	5

The Evaluation Panel will submit recommendations to the Steering Committee regarding the firm(s)/individual(s) to be selected to propose and implement improvements to the Development Review Process in the City of Los Angeles.

5.8.3 Evaluation Process and Selection

Submittals will be evaluated by an Evaluation Committee based on the selection criteria as stated above. City reserves the right to interview a firm to further evaluate its qualifications. If interviews are not held, final selection will be based solely on the RFP submittal.

The evaluation criteria will allow City to examine the qualifications of the Consultant, the proposed staff, the ability to meet the program needs described in the Scope of Work and the allocation of costs for the various tasks. Evaluation Panel will rank all responsive proposals with respect to the evaluation criteria.

Consultant may be required to make oral presentations to the Steering Committee and should be prepared to have key management personnel available for these interviews. The successful Consultant will be named after the evaluation process has been completed. The Evaluation Panel will make recommendations to the Steering Committee.

5.9 Award of Contract

Award of Contract is made to the Proposer who presents the best overall value to the City. Awards are not restricted to the lowest cost Proposal.

The Proposer to whom the Contract for any or all of the desired services is awarded shall be required to enter into a written Contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the Proposal, or any parts thereof, may be incorporated into and made a part of the final Contract. However,

the City reserves the right to further negotiate the terms and conditions of the Contract with the selected Proposer.

5.10 Rejection of Proposals

The City reserves the right to reject any or all Proposals; to waive any minor informality in Proposals received; to reject any unapproved alternate Proposal(s); and reserves the right to reject the Proposal of any Proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all Proposals shall not render the City liable for costs or damages.

5.11 Proposal Appeal Process

The City will notify all applicants of the results of the Proposal evaluations. Applicants may appeal procedural issues only. Appeals must be made in writing by submitting a letter to LADBS within five working days of receiving notification of award or non-select, identifying the specific reason for the appeal to:

Robert R. "Bud" Ovrom, General Manager
Department of Building and Safety
Attn: Contract Administrator
201 North Figueroa Street, Room 1080
Los Angeles, CA 90012-4869

Section 6 – General Terms and Conditions

6.1 Confidential Information

Proposers may believe that Proposals made in response to this RFP contain technical, financial, or other data whose public disclosures could cause injury to the Proposer's competitive position or constitute a trade secret. If a Proposer has such a belief, the Proposer should specifically identify the pages of the proposal that contain information which the Proposer wishes to protect, by properly marking the applicable pages and inserting the following notice in front of the proposal:

"NOTICE"

"The data on the pages of this proposal identified by an asterisk () or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the Consultant's competitive position. The Consultant requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the City determines is required under federal, state, and local law."*

In proposals containing required confidential information, confidential paragraphs and/or data should be clearly marked as noted above. The Consultant must include one additional unbound copy of the proposal with the confidential material totally

blacked out or removed from the text so that one copy is available as public material. In accordance with the Public Records Act, this information may, upon request, be released to the public. The City will make an independent determination regarding the confidentiality of Proposer's information.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the Consultant will be advised of the request and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the City in making its determination as to whether or not disclosure is proper under federal, state, and local law. The City will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. Proposer undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose trade secrets or other technical, financial or other information to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

Any Consultant who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said act.

6.2 Property of City/Propriety Material

All Proposals submitted in response to this RFP shall become the property of the City of Los Angeles and subject to the State of California Public Records Act.

6.3 Addenda

The City reserves the right to submit any addenda to this RFP that may impose additional requirements which must be completed to be considered responsive. Any change to or interpretation of the RFP will be sent by the City to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of said RFP for incorporation into any Contract awarded pursuant thereto.

All Proposers must acknowledge any addenda issued as a result of any change in this RFP on the Proposer's signature declaration page. Failure to indicate receipt of such addenda may result in a Proposal being rejected as non-responsive.

6.4 Pre-Award Negotiations

Prior to award of the Contract, the successful Proposer may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate Contract requirements, prices, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the Contract.

6.5 Execution of Contract

A response to this RFP is an offer to Contract with the City based upon the terms, conditions, service level agreement and specifications contained in the Proposal submitted. A Contract will be formed when the Department of Building and Safety awards the Contract to the selected Proposer.

Any Contract made pursuant to this RFP must be accepted in writing by the Proposer. If for any reason Proposer should fail to accept the Contract in writing, any conduct by Proposer which recognizes the existence of a Contract pertaining to the subject matter hereof shall constitute acceptance by Proposer of the Contract and all of its terms and conditions.

6.6 Amendments/Modifications/Change Orders

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant agreement must be made by written change order approved by LADBS' Contract Administrator and the Proposer. If Proposer performs any modification without a written change order, the City shall neither pay for nor be obligated to accept said modification.

6.7 Prime Proposer

The Proposer awarded the Contract must be the prime Proposer performing all functions of the Contract.

6.8 Responsibility for Work

To ensure quality, continuity, security and affix responsibility, the services described in this RFP must be performed by the Proposer as agreed upon in the Contract.

6.9 Replacement of Proposer's Staff

The City reserves the right to have the Proposer replace any Contract personnel with equally or better qualified staff upon submitting written notice to

Proposer. In addition, the City reserves the right to approve in advance any changes in project personnel or levels of commitment by the Proposer to the project.

Section 7 – Contract Provisions and Certifications

The purpose of this section is to set forth certain Contract provisions that will be incorporated into the Contract awarded to the selected Proposer. The general provisions are not subject to negotiation in the event the City and the selected Proposer amend the Contract. Further, Proposers are required to submit statements, materials, forms, or other writings with their Proposal wherever indicated in this Section.

7.1 Standard Provisions for City Contracts

The Proposer agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09) which are attached hereto as Attachment 2 and are part of the Contract.

7.2 Care and Custody

The Proposer accepts full responsibility for the security against loss or damage to the materials involved in the processes related to the Contract while in their possession or the possession of any of their agents. Proposer shall reimburse the City for any loss or damage to City materials in their agent's care or custody.

7.3 Term

The term of the Contract resulting from award of this RFP shall commence on the effective date of the Contract and end one (1) year thereafter; however, Work is required to be completed within six (6) months as stipulated in 4.12 – Timeline and Budget.

7.4 Payment Terms/Invoicing Instructions

7.4.1 Payment Process

Payments will be made to the successful Consultant on the following schedule:

- i. 50% of the approved budget upon submittal and approval by LADBS of items 2.1.i through 2.1.vi – Evaluation and Research;
- ii. 25% of the approved budget upon submittal and approval by LADBS of items 2.2.i through 2.2.xiv – Implementation Plan; and,
- iii. 25% of the approved budget upon submittal and approval by LADBS of 2.4 – Final Report.

Refer to Section 2.3 of this RFP regarding submittal of budget and task costs.

7.4.2 Completed Invoices

In no event will payment be made prior to the City's verifying and approving that: 1) the services were received; 2) the work was approved; 3) a proper invoice has been submitted; and, 4) insurance requirements have been met.

A proper invoice shall include, but may not be limited to:

- Proposer's name and remittance address as listed in the Contract;
- Proposer's Business Tax Registration Certificate Number;
- Contract number assigned by the City;
- Exact item description, order quantity, unit price, total price, etc., as listed on the Contract; and
- All necessary signatures.

7.4.3 Billing Address

The City is not liable for delays in payment caused by failure of the Proposer to send the invoice to the address specified below:

Department of Building and Safety
201 North Figueroa Street, Room 940
Attn: Financial Services
Los Angeles, CA 90012-4869

7.4.4 Resources Supplied By City

The City will not be responsible for providing City resources, including but not limited to office space, clerical support, telephones, supplies, photocopying, or parking to Proposer or Contractor.

7.4.5 Integrated Agreement

The Contract shall set forth all of the rights and duties of the parties with respect to the subject matter thereof, and it replaces any and all previous agreements or understandings, whether written or oral, relating thereto.

7.4.6 Nondiscrimination

The Proposer agrees not to discriminate during the performance of the 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, physical handicap, marital status or medical condition.

7.5 Confidential Information

All information provided to the successful proposer by the City shall be considered confidential unless such information is otherwise available as provided by law.

The materials created for this RFP are being created for and paid by LADBS and cannot be released or reused without written permission from LADBS.

7.6 Ownership of Documents and Displays

All original data, computer software, documents, graphic displays, art work, camera ready copy, reports or other materials which contain information relating to the Consultant's performance hereunder (herein collectively referred to as "information") and which are originated and prepared for City pursuant to this Contract shall be work "made for hire" and shall become the property of City. The Consultant hereby assigns the aforementioned "Information". In addition, City reserves the right to use, duplicate and disclose (in whole or in part) in any manner and for any governmental purpose whatsoever all data, documents, graphic displays, reports or other materials delivered to the City pursuant to this Contract, and to authorize others to do so.

7.7 Workforce Information

The policy of the City is to encourage businesses to locate to or remain in the City. Therefore, the City Council requires all City departments to gather information on the headquarters address and other information on the employees of firms contracting with the City (Council File No. 92-0021). The following information is to be included with each Proposal (See Attachment 13, Workforce Information):

- Headquarters address of firm.
- Total workforce.
- Percentage of the total workforce residing in the City of Los Angeles.
- Percentage of the total workforce employed in the City of Los Angeles.
- The address of any branch office(s) within the City of Los Angeles.
- Workforce in each City of Los Angeles branch office.
- Percentage of workforce in each City of Los Angeles branch office residing in the City of Los Angeles.
- Percentage of workforce in each City of Los Angeles branch office employed in the City of Los Angeles.

7.8 Compliance with Laws

The Proposer shall abide by and obey all applicable Federal, State and City laws, including, but not limited to, the nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the City. The Proposer shall stipulate that in any action related to the Contract, venue shall be in the County of Los Angeles, State of California.

7.9 Suspension

The City may suspend performance by Proposer under the Contract for such period of time as the City in its sole discretion may prescribe by providing written notice to Proposer at least five working Days prior to the date on which City wishes to

suspend. The Proposer shall not perform further work under the Contract after the effective date of suspension until receipt of written notice from City to resume performance.

7.10 General Manager's Decision is Binding

In determining whether there has been such non-compliance with the Contract as to warrant termination/suspension, the decision of the General Manager shall be binding on both parties.

7.11 Contractor Evaluation

At the end of the Contract term, the City will conduct an evaluation of the Proposer's performance. The City may also conduct evaluations of the Proposer's performance during the term of the Contract. As required by Section 10.39.2 of the L.A.A.C., evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Proposer's compliance with budget requirements, and the expertise of personnel that the Proposer assigns to the Contract. The Proposer will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Proposer, to evaluate Proposals and to conduct reference checks when awarding other personal services Contracts.

7.12 Small and Local Business Program

Proposers shall complete the Small and Local Business Program Form provided in Attachment 9, if applicable.

7.13 Municipal Lobbying Ordinance (MLO)

This Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers must submit Attachment 16 with their bid submittal. The complete Municipal Code wording, definitions and reporting requirements can be viewed at <http://ethics.lacity.org/lobby/lobby.cfm#forms>.

Section 8 – Request for Proposal Schedule

A schedule has been attached to provide estimated dates associated with this RFP. The City reserves the right to adjust the dates when appropriate. Refer to Attachment 12.

Section 9 – Proposer Signature Declaration Page

Each Proposal must be signed on behalf of the company making the Proposal by an officer authorized to bind the company to the Proposal (see Attachment 17). If the Proposal is made by an individual, it must be signed with the full name of the Proposer, whose address must be given; if it is made by a partnership, it must be signed by each member, and full address of each member given; and if it is made by a corporation, it must be signed by at least two properly authorized officers on behalf of the corporation and the corporate seal must be affixed in the space provided for the seal.

ATTACHMENTS

ATTACHMENTS

Attachment 1	Insurance Requirements
Attachment 2	Standard Provisions for City Contracts (Rev. 3/09)
Attachment 3	Nondiscrimination, Equal Employment Practices, Affirmative Action Program
Attachment 4	MBE/WBE/OBE Sub-Contractor Outreach Program
Attachment 5	Equal Benefits Ordinance
Attachment 6	Contractor Responsibility Ordinance
Attachment 7	Affidavit of Non-Collusion
Attachment 8	Living Wage Ordinance, Service Worker Retention Ordinance
Attachment 9	Small and Local Business Certification
Attachment 10	Affidavit of Slavery Disclosure Ordinance
Attachment 11	Verification of Past City Contracts
Attachment 12	Request for Proposal Schedule
Attachment 13	Workforce Information
Attachment 14	Certification of Compliance with Child Support Obligations
Attachment 15	Certification Regarding Compliance with the Americans with Disabilities Act
Attachment 16	Municipal Lobbying Ordinance (MLO) Form
Attachment 17	Signature Declaration Page
Attachment 18	Proposer Checklist

ATTACHMENT 1

INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: Building & SafetyDate: 07/28/2010Agreement/Reference: RFP Propose & Implement Improvements to the Development Review process

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability**
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: General Notes:

1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California

ATTACHMENT 2

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 3/09)

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

PSC-4. TIME OF EFFECTIVENESS

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve **CONTRACTOR'S** subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC- 17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **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 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. **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. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **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 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, **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 or medical condition.

- D. **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 **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 **CONTRACTOR**.
- F. Upon a finding duly made that **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**. 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 **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, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- 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, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct 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. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **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**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **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 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. **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. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **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 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, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **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 or medical condition.
- D. **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 **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, 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**. 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** 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 **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 **CONTRACTOR** by the **CITY** 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** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- 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. **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, **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, **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. **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 **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. Intentionally blank.

- 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**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC- 32. AMERICANS WITH DISABILITIES ACT

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

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall 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 will provide equal benefits to its 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, Office of Contract Compliance at (213) 847-1922."

PSC 36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued)

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amount shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	<u>Limits</u>
Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL _____
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	
General Liability	
☐ Products/Completed Operations ☐ Sexual Misconduct _____ ☐ Fire Legal Liability _____ ☐ _____	
Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)	_____
Professional Liability (Errors and Omissions)	_____
Property Insurance (to cover replacement cost of building – as determined by insurance company)	_____
☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood _____ ☐ Builder's Risk ☐ Earthquake _____ ☐ _____	
Pollution Liability	_____
☐ _____	
Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
Crime Insurance	_____

Other: _____

ATTACHMENT 3

NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AFFIRMATIVE ACTION PROGRAM

CITY OF LOS ANGELES

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

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

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

A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:

1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.

B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.

C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

D. Subcontractors:

1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that _____ is hereby

 NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

_____, () _____
 WORK ADDRESS TELEPHONE

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

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

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

 COMPANY NAME

 AUTHORIZED SIGNATURE

 ADDRESS

 NAME AND TITLE (TYPE OR PRINT)

 CITY, COUNTY, STATE, ZIP

A-1

 TELEPHONE

 DATE

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

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

FOR NON-CONSTRUCTION PROJECTS

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

Employment statistics were obtained from:

☐ Available Records ☐ Visual Check ☐ Other (Specify) _____

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

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

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

DATE

OFFICER'S SIGNATURES

FIRM NAME

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

ATTACHMENT 4

MBE/WBE/OBE SUB- CONTRACTOR OUTREACH PROGRAM



**THOROUGH STUDY TO RECOMMEND AND OVERSEE IMPLEMENTATION OF PROPOSED
IMPROVEMENT TO THE DEVELOPMENT PROCESS IN THE CITY OF LOS ANGELES**

RFP NO. 2010DRI0002

Good Faith Effort (GFE) Deadlines for Date Sensitive Indicators

The following are guidelines for proposers to use if desired. This document is for informational purposes only.

Summary of Deadlines for Date Sensitive Indicators		Proposal Due Date:
Indicator	Deadline Guideline	Indicator Deadline
8 - Outreach Letters	15 Calendar Days prior to the Bid Date	9/7/2010
4 - Advertisement	10 Calendar Days prior to the Bid Date	9/14/2010
5 - Letters to Subs	10 Calendar Days prior to the Bid Date	9/14/2010
6 - Follow Up Calls	3 Calendar Days prior to the Bid Date	9/23/2010
GFE Documentation	Bid Due Date	9/28/2010
Final Report of Subcontracting	15 Calendar Days of Project Completion	TBD

For more information regarding the Good Faith Effort, please visit the following website:

http://bca.lacity.org/site/pdf/soe/occ_soe_hints.pdf

EXHIBIT U

PERSONAL SERVICES CONTRACTS

**MINORITY BUSINESS ENTERPRISE (MBE)
WOMEN BUSINESS ENTERPRISE (WBE) AND
OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTOR
OUTREACH PROGRAM**

A. POLICY AND GOOD FAITH EFFORT DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts greater than \$100,000. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in City contracts. A proposer's good faith efforts to reach out to MBEs, WBEs and OBEs shall be determined by the level of effort put into achieving the following indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection. *Good Faith Effort is required even if the proposer has achieved the anticipated MBE/WBE participation levels.*

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

Each indicator (2-10) is evaluated on a pass/fail basis, i.e. either full or zero points can be achieved for compliance with each item (Partial credit will not be granted).

EXHIBIT U

1	LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION	No. Points
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The proposer made a good faith effort to obtain participation by MBEs, WBEs and OBEs which could reasonably be expected by the Awarding Authority to produce a level of participation by interested sub-consultants, including _____ percent MBE and _____ percent WBE.

2	ATTENDED PRE-BID MEETING	10 Points
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement will be waived if the proposer certifies in writing prior to the pre-proposal meeting that it is informed as to those project requirements.

Required Documentation: a) Attend pre-proposal meeting and be listed on the attendance sheet; or b) Submit a letter prior to the pre-proposal meeting either by fax or by mail to the Project Manager at the fax number and/or address listed for the direction of questions.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS	10 Points
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The proposer identified and selected specific items of the project to be performed by subconsultants in order to provide an opportunity for participation by MBEs, WBEs, and OBEs. The proposer shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs, and OBEs.

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

4	ADVERTISEMENT	9 Points
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The proposer advertised for subproposals or bids from interested business enterprises not less than **ten (10) calendar days** prior to the submission of proposal in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Awarding Authority.

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

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

EXHIBIT U

5	WRITTEN NOTICES TO SUBCONSULTANTS	15 Points
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The proposer provided written notice* of its interest in receiving subconsultant proposals to those business enterprises, including MBEs, WBEs and OBEs, having an interest in participating in such selected work. All notices of interest shall be provided not less than **ten (10) calendar days** prior to the date the proposals are required to be submitted. In all instances, proposer is to document that information concerning its interest in sub-proposer work was sent to available MBEs, WBEs and OBEs for each item of work to be performed.

Required Documentation: A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number.

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

CERTIFICATION AGENCIES

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

City of Los Angeles

Bureau of Contract Administration
Office of Contract Compliance
600 S. Spring St., Suite 1300
Los Angeles, CA 90014

(213) 847-6480
(213) 847-5566 FAX
<http://www.lacity.org/bca>

Caltrans

State of California, Department of Transportation
Civil Rights Group
1823 14th Street
Sacramento, CA 95814

(916) 324-1700

http://www.dot.ca.gov/hq/bep/find_certified.htm

Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department
1 Gateway Plaza
Los Angeles, CA 90012

(213) 922-2600
(213) 922-7660 FAX
<http://www.mta.net>

EXHIBIT U

6	FOLLOW-UP ON INITIAL SOLICITATION	10 Points
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The proposer documented efforts to follow up initial solicitations of interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project not less than **three (3) calendar days** prior to the date the bids were required to be submitted.

Required Documentation: A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Proposer must follow-up with all subconsultants to whom they sent letters. (Indicator No.5)

7	PLANS, SPECIFICATIONS AND REQUIREMENTS	5 Points
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The proposer provided interested subconsultants with information about the project scope, services requested, and other requirements for the selected subconsulting work.

Required Documentation: Include in Indicator 4 or 5, information detailing how, where and when the proposer will make the required information available to interested subconsultants.

8	CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS	10 Points
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The proposer requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and OBEs not less than **15 calendar days** prior to the submission of the proposals. Any legitimate association concerning MBE, WBE or OBE activities not on the following list may also be contacted for this purpose.

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

EXHIBIT U

RECRUITMENT/PLACEMENT ORGANIZATIONS

Mayor's Office of Housing and Economic Development (213) 978-0671
Los Angeles Opportunities For Procurement And Services (LA OPS)
200 N. Spring Street, 13th Floor (213) 978-0690 FAX
Los Angeles, CA 90012 <http://www.lamboc.org>
Attn: Amy Richardson

National Center for American Indian Enterprise Development (NCAIED)
11138 Valley Mall, Suite 200 (626) 442-3701
El Monte, CA 91731 (626) 442-7115 FAX
Attn: Sharon Chambers, Management Consultant <http://www.ncaied.org>

Latin Business Association (LBA) (213) 628-8510 ext. 225
120 S. San Pedro Street, Suite 530 (213) 628-8519 FAX
Los Angeles, CA 90012 <http://www.lbausa.com>
Attn: Gladys Hurtado, Procurement Officer Director

Black Business Association (BBA) (323) 291-9334
P.O. Box 43159 (323) 291-9234 FAX
Los Angeles, CA 90043 Email: bbala@earthlink.net
Attn: Earl "Skip" Cooper, II

Asian Business Association (ABA) (323) 264-2227
1111 Corporate Center Drive, Suite 305B (323) 264-8188 FAX
Monterey Park, CA 91754 <http://www.aba-la.org>
Attn: Dee Castro, Administrative Assistant Email: info@aba-la.org

National Association of Women Business Owners (NAWBO) (800) 266-8762
900 Wilshire Blvd., Suite 404 (213) 622-6659 FAX
Los Angeles, CA 90017 <http://www.nawbola.org>
Attn: Helen Han, Executive Director

Note: Although e-mail addresses have been provided for most of the outreach organizations, it should be noted that no credit will be awarded for Indicator Number 8 if the letters are sent to the organizations via e-mail.

9	NEGOTIATED IN GOOD FAITH	26 Points
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The proposer negotiated in good faith with interested MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory proposals prepared by any enterprise.

Required Documentation: a) Copies of all MBE/WBE/OBE proposals or quotes received; b) Schedule A; and c) Summary sheet organized by work area, listing proposals received, the subconsultant selected for that work area, and a brief reason given for selection/nonselection as a subconsultant. If the proposer elects to perform a listed work area with its own staff, include an explanation.

EXHIBIT U

10	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE	5 Points
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The proposer documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

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

B. SUBMITTAL DOCUMENTS

1. MBE/WBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the dollar value.

2. Final Report of Subcontracting (Schedule B)

Upon completion of the contract, a summary of these records shall be prepared on the "Final Report of Subcontracting and Purchases" form (Schedule B) and certified correct by the proposer or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

C. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which does not otherwise qualify as a Minority or Women Business Enterprise.
3. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

EXHIBIT U

4. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (Caltrans); 3) Los Angeles County Metropolitan Transportation Authority; or 4) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements. Certification must be current prior to the Awarding Authority's approval to negotiate a contract if credit is to be allowed towards the anticipated levels of MBE/WBE participation on this project.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles
The Office of Contract Compliance
Room 1300, 600 S. Spring St., Los Angeles, CA 90014
Telephone: (213) 847-6480 FAX: (213) 847-5566
Internet address: <http://www.lacity.org/bca>
 - b. Caltrans
State of California, Department of Transportation, Civil Rights Group
1823 14th Street, Sacramento, CA 95814 (916) 324-1700
Toll free: (866) 810-6346
Internet address: <http://www.dot.ca.gov/hq/bep/>
 - c. Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>
5. Good Faith Effort Documentation: *Prior to proposal submittal* the proposer must take affirmative steps to assure that minority and women owned and controlled businesses are considered along with other business enterprises whenever possible as sources of supplies and services. Affirmative steps for Good Faith Effort Documentation are outlined in Paragraph A herein. The Good Faith Effort Documentation must be submitted with the proposal. Failure to submit the Good Faith Effort Documentation will result in the proposal to be found non-responsive.
 6. Personal Services Contracts: Contracts for professional services whose consultant selection is based on technical proposals and/or qualifications rather than through the competitive bid process.
 7. Subconsultant: For the purpose of this program, the term "Subconsultant" denotes an agreement between the prime consultant and the individual, firm or corporation (MBE/WBE/OBE) for the performance of a particular portion(s) of the work and the completion of which the consultant is obligating itself.

EXHIBIT U

8. Participation Recognition:

- a. Work performed by a prime consultant will not be considered for credit in computing the anticipated levels of MBE/WBE participation established by the Awarding Authority for this project. The prime consultant will be required to make good faith efforts to obtain reasonable expected participation levels through subconsulting or materials and supplies acquisition.
- b. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the anticipated levels of MBE/WBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- c. MBE/WBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- d. A firm which qualified as both a MBE and a WBE will be credited as MBE participation or as WBE participation, but will not be credited for both.

D. SUBCONTRACTS

Substitution: The contract document requires that the proposer's levels of MBE/WBE/OBE participation, if any, shall be maintained throughout the duration of the contract. If the substitution of a subconsultant lowers the pledged levels of MBE/WBE/OBE participation, the Awarding Authority requires the consultant to demonstrate a good faith effort to provide MBE, WBE and OBE firms an equal opportunity to compete for the subcontracting work being substituted.

E. NON-COMPLIANCE

The City will, when deemed appropriate, provide contract provisions relating to consultant's failure to comply with their pledged levels of MBE/WBE/OBE participation. Under these provisions:

1. Retainage of five percent (5%) of the monthly payment(s) shall be withheld when it is determined that the submitted MBE/WBE/OBE utilization (verified by City staff) are not being met. Retainage would be released upon compliance with the utilization plan.
2. In the event of non-compliance, i.e., a consultant is not achieving the contractually agreed upon MBE/WBE/OBE levels of participation, the "retainage", or part thereof, shall be assessed by the City as a penalty and/or the contract terminated.

F. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

EXHIBIT U
MBE/WBE/OBE
SUBCONTRACTORS INFORMATION FORM
SCHEDULE A

RFP/RFQ Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/ WBE/ OBE	CALTRANS/ CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE PARTICIPATION			Signature of Person Completing this Form Title Date
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

MUST BE SUBMITTED WITH PROPOSAL

EXHIBIT U

MUST BE SUBMITTED WITH PROPOSAL

**FINAL REPORT OF SUBCONTRACTING AND PURCHASES
SCHEDULE B**

Project Title		Contract No.
Company Name	Address	
Contact Person	Phone	

Name, Address, Telephone No. of Subcontractor	Description of Work or Supply	MBE	WBE	Dollar Value of Subcontract

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			

Signature of Person Completing this Form

Title

Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

ATTACHMENT 5

EQUAL BENEFITS ORDINANCE

**CITY OF LOS ANGELES
EQUAL BENEFITS ORDINANCE
(Los Angeles Administrative Code Section 10.8.2.1)**

1. What is the Equal Benefits Ordinance?

The Equal Benefits Ordinance (EBO) requires that City contractors who provide benefits to employees with spouses must provide the same benefits to employees with domestic partners.

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

The Ordinance covers any City agreement over \$5,000. This includes agreements for grants, services, the purchase of goods, construction, and leases.

3. When does the Ordinance become applicable?

The original Ordinance became effective on January 1, 2000. The original Ordinance was applicable mostly to service contracts and leases of City property. However, in February 2003, the Ordinance was amended to also cover competitively bid contracts such as construction and procurement contracts. Because of the amendment, the Ordinance applies to competitively bid contracts amended after April 1, 2003 and competitive bids released after May 1, 2003.

4. Are agreements entered into before the effective date of the Ordinance affected?

In general, agreements executed prior to January 1, 2000 become subject to the Ordinance if they are amended, modified, or renewed after January 1, 2000. For competitively bid agreements, the Ordinance becomes applicable if they are amended, modified, or renewed after April 1, 2003. At the time of amendment, modification, or renewal, the awarding authority must incorporate the requirements of the Ordinance into the agreement.

5. Who is covered by the Ordinance?

The Ordinance applies to the following:

- Any contractor that has an agreement with the City.
- All of the City contractor's other operations located within the City limits, even if those operations are not involved in the City agreement.
- Any of the contractor's operations if it is on property owned by the City, or on property that the City has a right to occupy.
- The contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the subject City agreement.

6. What is a covered contractor required to do under the Ordinance?

The Ordinance requires the contractor to:

- Certify that equal benefits will be provided to employees with spouses and to employees with domestic partners.
- Post a copy of the following statement in an area frequented by employees: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."
- Allow the City access to records so that the City can verify compliance with the Ordinance.

7. Are subcontractors also covered?

This depends on when the prime contractor's agreement with the City became subject to the Ordinance. If the prime contractor's agreement with the City became subject to the EBO between January 1, 2000 and March 31, 2003, subcontractors working on the agreement are subject to the requirements of the EBO. If the prime contractor's agreement with the City became subject to the EBO after April 1, 2003, subcontractors working on the agreement are not subject to the EBO.

8. What benefits are included?

The Ordinance applies to all benefits offered by an employer. This includes, for example, bereavement leave, family medical leave, medical, dental, and vision benefits, membership or membership discounts, moving expenses, travel and relocation benefits, and retirement plans.

9. How does the Ordinance define a "domestic partner"?

"Domestic partner" means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the Domestic Partners.

10. What if the actual cost to a contractor of providing a benefit to an employee's domestic partner is more than the cost of providing the benefit to an employee's spouse?

In that case, the contractor may require that the benefit will be provided to the employee's domestic partner only if the employee agrees to pay for the extra cost of the benefit. The contractor may do the same if the actual cost to the employer of providing a benefit to an employee's spouse is more than the cost of providing the benefit to an employee's domestic partner.

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

The City may take the following steps:

- The contractor may be deemed to be in material breach of the City agreement.
- The agreement may be canceled, terminated, or suspended, in whole or in part.
- The City may also retain money due to the contractor
- The contractor may be deemed a non-responsible bidder and disqualified from contracting with the City under the Contractor Responsibility Ordinance.
- The City may pursue other legal remedies.

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

Because the contractor is responsible for making sure that all its subject subcontractors comply with the Ordinance, the enforcement actions listed in the previous answer may be applied to the contractor if the subcontractor is found to be in violation. See the response to question number seven regarding which subcontractors are subject to the EBO.

13. Are there any exceptions or waivers to the Ordinance?

An awarding authority may apply to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) for a waiver in the following situations:

- The contractor is the only provider of a needed good or service.
- The contractor is the only bidder or contractor willing to enter into an agreement with the City for use of City property.
- The agreement is necessary to respond to an emergency situation that endangers the public health or safety, and no contractor that complies with the law is immediately available.
- The agreement involves specialized litigation as certified by the City Attorney's Office.
- The contractor is a public entity providing a good, service, or access to real property that is not available from any other source.
- The contractor is a public entity and the good or service is necessary to serve a substantial public interest
- The application of the Ordinance would conflict with the terms or conditions of a grant agreement with a public agency.
- The agreement is essential to the City or the City's residents and no other contractor that complies with the Ordinance is available.
- The agreement is for a bulk purchasing agreement through City, federal, state, or regional entities that reduce the City's purchasing cost.
- The agreement involves the investment of certain types of monies, or instances in which the City will incur a financial loss that would violate the Treasurer's or City Administrative Officer's fiduciary duties.

14. What if a contractor is subject to a collective bargaining agreement?

The Ordinance does not apply to a collective bargaining agreement (CBA) that was in effect prior to the Ordinance becoming applicable to the Contractor. However, in order to contract with the City, the contractor must agree that if the CBA is subsequently amended, extended, or otherwise modified, the contractor will propose to the union that the requirements of the Ordinance be incorporated into the CBA. If the contractor agrees to do so, the contractor may be granted Provisional Compliance status allowing the contractor to begin working on the City agreement. When the Provisional Compliance status expires, the contractor must verify for the City the steps taken to come into compliance with the EBO.

15. Who is responsible for administering and enforcing the requirements of the Ordinance?

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

16. Where can a domestic partnership be registered?

Many governmental agencies offer domestic partnership registries. Two local governmental entities that offer such registries include the County of Los Angeles and the City of West Hollywood.

Los Angeles County

Couples may file a Statement of Domestic Partnership with the Los Angeles County Department of Registrar-Recorder/County Clerk. The County registry is available to same sex and different sex couples. Couples must both be 18 years of age or older and at least one partner must reside or work within Los Angeles County.

For additional information, contact the Registrar-Recorder/County Clerk at (562) 462-2060. The Los Angeles County Department of Registrar-Recorder/County Clerk webpage at <http://regrec.co.la.ca.us/scripts/partnership.htm> contains information on where to file a Statement of Domestic Partnership and forms that can be downloaded.

City of West Hollywood

Couples may apply for Domestic Partnership registration with City of West Hollywood's Office of the City Clerk. The City of West Hollywood registry is available to couples of the same and different sex. The couple need not work in nor reside in West Hollywood to register.

For additional information, couples may contact the City of West Hollywood's Office of the City Clerk at (323) 848-6332. The City of West Hollywood's website at www.weho.org contains information on Domestic Partnership status and forms that can be downloaded.

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

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**

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015

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

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: _____

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

Federal ID Number

COMPLIANCE

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015

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

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance 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.

REASONABLE MEASURES

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company			Federal ID Number
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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PROVISIONAL COMPLIANCE

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015

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

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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ORDINANCE NO. **175115**

An ordinance amending Section 10.8.2.1 of the Los Angeles Administrative Code in its entirety to clarify the requirement that City contractors shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. Section 10.8.2.1 of the Los Angeles Administrative Code is amended to read:

Sec. 10.8.2.1. Equal Benefits Ordinance.

(a) Legislative Findings. The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by these businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(b) Definitions. For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) Awarding Authority means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) Benefits means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) Cash Equivalent means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) City means the City of Los Angeles.

(5) Contract means an agreement the value of which exceeds \$5,000. It includes agreements for work or services to or for the City, for public works or improvements to be performed, agreements for the purchase of goods, equipment, materials, or supplies, or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

(6) Contractor means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) Designated Administrative Agency (DAA) means the Office of the City Administrative Officer.

(8) Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

(9) Equal Benefits Ordinance means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) Equal Benefits means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) Lease or License means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) Subcontractor means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of 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 will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

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 the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to

comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(g) Administration.

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to insure that the Contractor is acting in compliance with the Equal Benefits Ordinance.

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

(h) Enforcement.

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(i) Non-applicability, Exceptions and Waivers.

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source

unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) Consistency with Federal or State Law. The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) Severability. If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(l) Timing of Application.

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

Sec. 2. The definition of "Domestic Partners" contained in Section 10.8.1 of the Los Angeles Administrative Code is amended by to read:

"Domestic partners" means, for purposes of this Article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or

local law authorizing this registration or with a internal registry maintained by an employer of at least one of the domestic partners.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located at the ground level at the Los Angeles Street entrance to the Los Angeles Police Department; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of FEB 12 2003.

J. MICHAEL CAREY, City Clerk

By Maria Kokenine
Deputy

Approved FEB 28 2003

James Hahn
Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By Laurel L. Lightner
LAUREL L. LIGHTNER
Deputy City Attorney

File No. 99-0908-S3
83745

CITY OF LOS ANGELES



RULES AND REGULATIONS

IMPLEMENTING

THE EQUAL BENEFITS ORDINANCE

REFLECTS ALL CHANGES MADE THROUGH JULY 1, 2006

EFFECTIVE JULY 1, 2006

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

**RULES AND REGULATIONS
IMPLEMENTING THE EQUAL BENEFITS ORDINANCE**

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RULES AND REGULATIONS IMPLEMENTING THE EQUAL BENEFITS ORDINANCE

PURPOSE

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, ("OCC") promulgates these Rules and Regulations as the Designated Administrative Agency ("DAA") pursuant to Section 10.8.2.1(g) of the Los Angeles Administrative Code ("LAAC"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of the Equal Benefits Ordinance (EBO), LAAC Section 10.8.2.1 *et seq.* They are also intended to create a flexible implementation plan and to provide guidance to entities seeking to comply with the law. Each Awarding Authority shall cooperate to the fullest extent with the OCC in the administration of the EBO. The OCC may amend or revise these Rules and Regulations consistent with applicable law.

DEFINITIONS

For purposes of these Rules and Regulations, the definitions set forth in the EBO are incorporated herein and repeated below.

1. **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined herein, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.
2. **Benefits** means any plan, program or policy offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.
3. **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for its spouse (or Domestic Partner, if applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a spouse (or Domestic Partner, if applicable).
4. **City** means the City of Los Angeles.
5. **Contract** means an agreement the value of which exceeds \$5000. It includes agreements for work or services to or for the City or the public, for public works or improvements to be performed, agreements for the purchase of goods, equipment,

RULES AND REGULATIONS IMPLEMENTING THE EQUAL BENEFITS ORDINANCE

materials, or supplies, or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

6. **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.
7. **Designated Administrative Agency (DAA)** means the Office of the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.
8. **Domestic Partners** means any two adults, of the same or different sex, who:
 - a. Have registered as domestic partners with either a governmental entity pursuant to state or local law authorizing this registration, or with an internal Domestic Partnership registry maintained by the Contractor; and
 - b. Meet all of the following criteria:
 - (1) The employee and the employee's partner are both over the age of 18 and not related by blood in a manner that would bar legal marriage.
 - (2) Neither the employee nor the employee's partner is married to anyone else or has any other Domestic Partner.
 - (3) The employee and the employee's partner are in an exclusive, intimate, committed relationship of mutual caring.
 - (4) The employee and the employee's partner live together in a common household and have agreed to be jointly responsible for each others basic living expenses during the partnership so that anyone owed such expenses may collect from either the employee or the employee's partner.

Amended 7/1/04.

9. **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1 et seq. as amended from time to time.
10. **Equal Benefits** means the equality of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.
11. **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in

**RULES AND REGULATIONS
IMPLEMENTING THE EQUAL BENEFITS ORDINANCE**

order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

12. **Subcontractor** means any person or persons that is not an employee of the Contractor, any firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract.

**RULES AND REGULATIONS
IMPLEMENTING THE EQUAL BENEFITS ORDINANCE**

REGULATIONS

REGULATION #1: TIMING OF APPLICATION

A. Contracts Procured Prior to January 1, 2000

The EBO does not apply to Contracts that resulted from a procurement process that pre-dates January 1, 2000, or to Contracts executed or amended prior to January 1, 2000, until the Contracts are subsequently amended as provided for herein.

B. Procurement Packages Released to the Public After January 1, 2000 and Contracts Executed After January 1, 2000

The following shall apply to any procurement package released to the public, and to any Contract executed or amended, after January 1, 2000, except for those instances in which the Charter requires that a Contract be procured through a competitive bid process:

1. A procurement package, such as a Request for Proposals or Qualifications, and the resulting Contract, are subject to the EBO if the procurement package is advertised and made available to the public after January 1, 2000.
2. A Contract that resulted from a procurement package advertised and made available to the public before January 1, 2000 is subject to the EBO upon its first amendment after January 1, 2000.
3. A Contract that was not procured through a Request for Proposal, Qualification, or other similar procurement process, is subject to the EBO if the Contract is executed or amended after January 1, 2000.

C. Competitively Bid Contracts Amended After April 1, 2003 and Competitive Bids Released After May 1, 2003

For Contracts and procurement packages that are required by the Charter to be procured through a competitive bid process, the following shall apply:

1. A Contract resulting from a competitive bid process becomes subject to the EBO if it is amended after April 1, 2003. In such a case, the EBO shall apply to the Contract upon its first amendment after April 1, 2003.
2. Competitive bid packages and the resulting Contracts shall be subject to the EBO if they are released and made available to the public after May 1, 2003.

**RULES AND REGULATIONS
IMPLEMENTING THE EQUAL BENEFITS ORDINANCE**

D. Subcontractors

1. Contractors working on Contracts that became subject to the EBO between January 1, 2000 and March 31, 2003 must ensure that their Subcontractors working on the City Contract comply with the requirements of the EBO unless and until their Contracts are otherwise amended.
2. Subcontractors working on these City Contracts that become subject to the EBO after April 1, 2003 are not required to comply with the requirements of the EBO. Such Subcontractors are not subject to the EBO unless they otherwise have a Contract directly with the City.

REGULATION #2: REPORTING REQUIREMENTS

A. Equal Benefits Ordinance Compliance Form

Prior to the execution of the Contract, the selected Contractor must submit an Equal Benefits Ordinance Compliance Form. A Contract cannot be executed until the appropriate forms have been completed and submitted, and the selected Contractor is determined to be in compliance with the EBO.

Upon notification that the Contractor has been selected for award of a Contract or at the request of the City, Contractors must submit supporting documentation to verify that each Benefit offered to employees is made equally available to spouses and Domestic Partners of employees. Failure to submit documentation verifying compliance with the EBO may result in a determination that the Contractor is not in compliance with the EBO.

B. Application to Comply with EBO by Paying Employees the Cash Equivalent

1. OCC Approval Required: A Contractor may comply with the EBO by paying employees the Cash Equivalent only if the OCC approves the Contractor's application after having determined that either one of the two criteria below has been met:
 - a. The Contractor has made a reasonable, yet unsuccessful, effort to provide Equal Benefits. Whether the efforts made by the Contractor are reasonable shall be determined by the OCC based on factors which include but are not limited to the following:
 - (1) The availability of Domestic Partner coverage where the Contractor has operations subject to the EBO.

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- (2) Whether the Contractor has contacted its current carrier or any other carriers to obtain Domestic Partner coverage.
 - (3) The type of coverage available under the Contractor's current carrier as compared to the coverage that would be provided if Domestic Partner coverage were added. For this purpose, factors may include but are not limited to the types of health services covered by the plans; the number of doctors, hospitals, or other providers available under the plans; any geographical limitations imposed by the plans; and the amounts of co-payments or deductibles required under the plans.
 - (4) The existence of federal, state or other law which precludes the Contractor from providing Equal Benefits.
 - (5) Any other factors relevant to the efforts made by the Contractor to provide Equal Benefits.
- b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse if applicable). Whether it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse if applicable) shall be determined by the OCC based on factors which include but are not limited to the following:
- (1) The availability of Domestic Partner coverage where the Contractor has operations subject to the EBO.
 - (2) The number of employees in the entire company as compared to the number of employees that would be covered or affected under the EBO.
 - (3) The type of coverage available under the Contractor's current carrier as compared to the coverage that would be provided if Domestic Partner coverage were added. For this purpose, factors may include but are not limited to the types of health services covered by the plans; the number of doctors, hospitals, or other providers available under the plans; any geographical limitations imposed by the plans; and the amounts of co-payments or deductibles required under the plans.
 - (4) The likelihood that the Contractor will have an ongoing contractual relationship with the City.
 - (5) The length of the Contract.
 - (6) The amount of money involved in the Contract.

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- (7) The existence of federal, state or other law which precludes the Contractor from providing Equal Benefits.
 - (8) Any other factors relevant to whether it would be unreasonable to require the Contractor to provide Equal Benefits to employees.
2. Application Process: A Contractor that wishes 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 shall submit an application for such compliance.
- a. With the application, the Contractor must submit the following:
 - (1) An explanation and supporting documentation to demonstrate that (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide Equal Benefits; or that (b) under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse if applicable).
 - (2) A completed EBO Compliance Form, with a request to be allowed to comply with the EBO by providing affected employees with the Cash Equivalent.
 - (3) A draft of the memorandum that the employer will distribute to affected employees.
 - (4) Copies of the revised policies, such as bereavement leave, for which the Cash Equivalent is not applicable.
 - b. As a condition of approval, the employer must agree to:
 - (1) Pay its employees with Domestic Partners the Cash Equivalent of Benefits made available to the spouses of its employees.
 - (2) Amend its employee policies so that for those Benefits for which a Cash Equivalent is not available, Domestic Partners of employees will be treated in the same manner as the spouses of employees. Similarly, the relatives of an employee's Domestic Partner must be treated in the same manner as the relatives of an employee's spouse. For example, if the employer's bereavement leave policy allows an employee three days off in the event of the death of a spouse or a parent-in-law, the policy must be amended to allow an employee three days off in the event of the death of the employee's Domestic Partner or the Domestic Partner's parent.
 - (3) Provide all affected employees with a memorandum notifying them of the availability of the Cash Equivalent if they have Domestic Partners to whom Equal Benefits are not being provided.

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3. Where the OCC has determined that a Contractor may be allowed to comply with the EBO by paying employees the Cash Equivalent, the following guidelines shall apply:

- a. The employer shall pay similarly situated employees the same amount of money when providing the Cash Equivalent. The following scenario is provided as an example of similarly situated employees:

A Contractor with locations in Dallas, TX and Bridgeport, CT, offers spousal health insurance to its employees. The Cash Equivalent the Contractor would pay to its Bridgeport employees would be the amount of money paid by the Contractor for Benefits given to employees with spouses in Bridgeport; the Cash Equivalent the Contractor would pay to its Dallas employees would be the amount of money paid by the Contractor for Benefits given to employees with spouses in Dallas.

- b. To the extent that a Contractor limits the availability of any Benefit to the spouses of employees, or vice versa, the availability of a Cash Equivalent may be similarly limited. The following scenario is provided as an example of limiting the availability of a Cash Equivalent:

A Contractor limits the availability of spousal health insurance coverage to only those spouses who are not already covered by their own employer's health insurance plan. The Contractor has agreed to provide its employees with Domestic Partners a Cash Equivalent. The Contractor may limit the availability of a Cash Equivalent payment to only those employees whose Domestic Partners are not already covered by their own employer's health insurance.

- c. The Cash Equivalent payment shall be made either on the same schedule as the Contractor uses for the Benefit given to employees with spouses, or, if no such schedule exists, on another schedule so long as such payment is made no less than once per month. No Cash Equivalent payment will be required where making such a payment would violate federal or state law.

C. Application for Provisional Compliance Status

Contractors who agree to comply with the EBO but who need more time to incorporate the provisions of the Ordinance into their operations may apply for Provisional Compliance Status. Provisional Compliance Status allows a Contractor additional time to comply with EBO and allows the Contractor to execute the Contract with the City on the condition that the Contractor come into compliance with the EBO before the Provisional status expires. Provisional Compliance Status will not be granted until the OCC has received all appropriate supporting documentation and has determined that a

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grant of additional time is appropriate. Provisional Compliance Status is available in the circumstances below:

1. **Open Enrollment:** If a Contractor's health, dental, vision, or other insurance plan cannot be modified to include Domestic Partner coverage until after the open enrollment period following the date the Contract with the City is executed, the Contractor may be allowed until the date of that next open enrollment to submit verification that Domestic Partner Benefits have been added. 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.

To qualify for an extension of time under this basis, the Contractor must submit supporting documentation to verify that the insurance carriers have been contacted or have agreed to allow Domestic Partners to be added. Supporting documentation may include but is not limited to the following:

- a. Letters from the Contractor to the insurance provider(s) requesting that the insurance plan(s) be amended to allow for coverage of Domestic Partners of the same and different sex.
 - b. Letters from the insurance provider(s) to the Contractor verifying that the Contractor's insurance plan(s) have been or will be amended to allow for coverage of Domestic Partners of the same and different sex and the effective date of such coverage.
2. **Administrative Actions:** A 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.

To qualify, the Contractor must submit an explanation of the administrative actions that will be required and an estimate of when the administrative changes will be completed.

3. **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.

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Provisional Compliance Status may be granted if all of the following conditions are met.

- a. 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).

Amended 9/15/03.

- b. The Contractor has agreed in writing to propose to the union during negotiations that the EBO requirements be incorporated into the CBA(s) so that all Benefits provided to employees with spouses will be extended to employees with Domestic Partners. At the end of negotiations the Contractor must notify the OCC of the result and submit a statement for each CBA for which Provisional Compliance was requested. The statement must indicate (1) when the issue of the EBO requirements was proposed; and (2) whether the union agreed to incorporate the EBO requirements into the CBA(s).

Amended 9/15/03.

- c. 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. The Contractor must submit supporting documentation to verify that the policies are in compliance with the EBO, including a listing of Benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those Benefits.

D. Contractor Responsibility to Notify OCC of Changes to Employee Benefits Affecting Equal Treatment of Employees with Domestic Partners and Spouses

If a Contractor's Benefits policies change during the term of the Contractor's Contract with the City, and those changes affect the provision of Equal Benefits to employees with spouses and employees with Domestic Partners, the Contractor shall notify the OCC of such changes by submitting an updated EBO Compliance Form.

E. Waiver of Administrative Processing and Reporting Requirements

The OCC may waive the administrative processing and reporting requirements of these Rules if the OCC determines that application of the requirements to a specific Contract would be unduly burdensome given the totality of the circumstances.

1. Amendments to Contracts: For an amendment to a Contract not originally subject to the EBO but which, because of the amendment, would become subject, the OCC

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may consider the following factors in determining whether the administrative processing and reporting requirements may be waived for the specific Contract amendment because application of the requirements would be unduly burdensome:

- a. The amendment is for an extension of time, provided that all the following requirements are met:
 - (1) The proposed amendment extends the term of the Contract for no more than six months;
 - (2) The proposed amendment does not provide for any additional money; and
 - (3) No additional appropriation has been provided to fund the work that is to be contracted in the amendment.
 - b. The length of the time extension under the proposed amendment.
 - c. The amount of money the Contractor has already received under the City Contract, and the amount the Contractor will receive as a result of the time extension.
 - d. The likelihood that the Contractor will have an ongoing contractual relationship with the City.
 - e. Any other factors that may be relevant to determining whether applying the administrative and reporting requirements of the EBO would be unduly burdensome.
2. New Contracts: For new Contracts which may become subject to the EBO because the value exceeds \$5,000, the OCC may consider the following factors in determining whether the administrative processing and reporting requirements may be waived for a specific Contract because application of the requirement would be unduly burdensome:
- a. The length of the Contract.
 - b. The amount of money involved in the Contract.
 - c. Whether the Contract is likely to be renewed or amended to add additional time or money.
 - d. The likelihood that the Contractor will have an ongoing contractual relationship with the City.

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- e. Any other factors that may be relevant to determining whether applying the administrative and reporting requirements of the EBO would be unduly burdensome.

REGULATION #3: JURISDICTION

A. Location

1. For the purpose of this section, the phrase "in Los Angeles" shall include real property described in subsections 2(a) and (b), and the Contracts described in subsection 3.
2. The nondiscrimination in Benefits requirements apply to a Contractor in all of its operations located:
 - a. In the City of Los Angeles; and
 - b. On real property outside of the City of Los Angeles owned by the City or which the City has a right to occupy if the Contractor's presence at that location is connected to a Contract with the City.
3. The non-discrimination in Benefits requirements apply to a Contractor's employees located elsewhere in the United States if the employees work on a City Contract. When the EBO applies to a Contractor's employees located outside City limits, the Contractor must establish policies that provide Equal Benefits to those employees that perform work related the City Contract. If a Contractor is unable to identify the specific employees who perform work related to the City Contract, the Contractor may consider options which include, but are not limited to, assigning only specific employees to work on the City Contract, or restructuring the Contractor's production process so that only certain employees will perform work related to the Contract. Some Contractors have elected to provide Equal Benefits to all employees at those operations or locations where work related to the Contract may be done as a way of ensuring that Equal Benefits are provided to the eligible employees. This would be in compliance with the EBO. Regardless of the approach taken to comply with the Ordinance requirements, the policies established by the Contractor must ensure that employees located outside of City limits are provided with Equal Benefits if the employees perform work related to a City Contract.

Amended 01/15/04.

4. Nothing in this section shall preclude a Contractor from ending discrimination in Benefits throughout its U.S. operations. The City encourages Contractors to end discrimination in Benefits throughout their U.S. operations. Where a Contractor has

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ended discrimination in Benefits throughout its operations in the U.S., a determination of compliance shall be applicable to all of the Contractor's activities with the City.

5. Where a Contractor declines to end discrimination in Benefits throughout the Contractor's operations in the U.S., the OCC shall determine where compliance is required before the Contractor enters into each individual Contract. The determination of where compliance is required shall be based upon a consideration of factors that include but are not limited to:

- (1) The nature of the work being performed in locations other than in Los Angeles;
- (2) The degree of connection between the Contract at issue and the work being performed in locations other than in Los Angeles;
- (3) The percentage of the overall work mandated under the Contract that is being performed by the Contractor in a location other than in Los Angeles;
- (4) The amount of contact and communication that persons performing work in locations other than in Los Angeles have with other persons performing work related to the Contract.

B. Covered Entity

The entity that enters into a Contract with the City is the entity that must comply with the Ordinance. Separate corporate entities, including parents and subsidiaries of the entity that enters into a Contract with the City, are not required to comply with the Ordinance unless they also have a Contract with the City. In the case of a joint venture, all joint venture partners will be required to comply. The OCC will examine the corporate structure of the entity to determine whether it has been created for separate, independent and legitimate business reasons, and not for the purpose of avoiding the EBO. The factors to be considered in this determination may include but are not limited to:

1. The legal structure of the entity;
2. The degree of control the entity exercises over the provision of Benefits;
3. The date the entity was formed; and
4. The role within the entity of the person signing the Contract.

C. Covered Benefits

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A Contractor must end discrimination in all Benefits offered to spouses or Domestic Partners of employees and in all Benefits offered to employees because they have a spouse or Domestic Partner. Where a Contractor demonstrates that, with respect to a particular Contract, the City is exercising more power in the marketplace than an ordinary consumer of the goods, services or interest in real property at issue in the Contract, then the Contractor may limit the Benefits offered on a nondiscriminatory basis to exclude those Benefits provided by an ERISA-sponsored Benefits plan.¹ It is the Contractor's responsibility to raise this issue with the OCC, and submit this in writing, accompanied by the necessary documentation to the OCC that supports its claim of limited application. The OCC shall make the final determination as to which Benefits must be offered on a nondiscriminatory basis. This determination shall be required before the Contractor enters into each individual Contract.

REGULATION #4: WAIVERS AND NON-APPLICABILITY

A. Waivers Requiring OCC Approval

1. In accordance with the terms and conditions expressed in the Equal Benefits Ordinance, after encouraging a non-compliant prospective Contractor to comply with Section 10.8.2.1 *et seq.*, an Awarding Authority may request a waiver of the requirements of the EBO if:
 - a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or
 - b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or
 - c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or
 - d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

¹ The term "ERISA" refers to the Employee Retirement Income Security Act of 1974. For purposes of this section, "benefits provided by an ERISA-sponsored benefits plan" shall mean benefits provided under employee welfare programs (such as medical insurance) and employee pension plans. This term shall not include other benefits such as bereavement leave, family leave, employee assistance programs, company discounts and others, unless the Contractor can show that such benefits are provided through a plan that is covered by ERISA.

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- e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality, specifications, or accessibility available from another source; or
 - f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or
 - g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or
 - h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.
2. A Contractor may request that an Awarding Authority seek a waiver pursuant to LAAC 10.8.2.1 *et seq.* To make such a request, the potential Contractor must complete the necessary EBO form(s) and submit the form(s) to the Awarding Authority. If the Awarding Authority requests approval for a waiver based upon a request made by a potential Contractor, the Awarding Authority must also submit a copy of the Contractor's completed EBO form(s) with the Awarding Authorities' documentation in support of the waiver to the OCC for review and determination.

B. Non-Applicability of the EBO

- 1. The EBO shall not apply to the following Contracts:
 - a. Contracts involving the investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the

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City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

- b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:
 - (1) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or
 - (2) The City will incur a financial loss or forego a financial benefit that in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.
- c. Contracts for gifts to the City.
- d. Contracts in which the OCC determines that the services provided by the Contractor are services the City would otherwise perform in its regulatory capacity.

C. Ability of City to Waive EBO Requirements

Nothing in these Rules and Regulations shall limit the right of the City to waive the provisions of this Ordinance.

D. Additional Requirements

If an Awarding Authority seeks to obtain the approval of a waiver from the OCC, the Awarding Authority must:

1. Agree to construct the Contract for the shortest reasonable duration in light of all applicable circumstances; and
2. Attempt to award any future Contracts for the needed goods or services to a Contractor that does not discriminate in the provision of Benefits by developing contacts with other providers who do comply with the nondiscrimination in Benefits requirements of the EBO and/or by assisting the sole source provider to obtain compliance with the EBO.

REGULATION #5: ENFORCEMENT

The Office of Contract Compliance (OCC) is responsible for the administration and enforcement of the EBO. Enforcement by the OCC may include monitoring, inspection

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and investigation to ensure that the Contractor is acting in compliance with the Equal Benefits requirements of such City Contracts, or to follow up on an employee complaint of non-compliance. 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 to the OCC for the purposes of investigation to ascertain compliance with the EBO. If the Contractor fails to comply with the EBO:

1. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or
2. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or
3. Monies due or to become due under the Contract may be retained by the City; and
4. The City may also pursue any and all other remedies at law or in equity for any breach.

Amended 7/1/04.

REGULATION #6: OTHER ISSUES

A. Internal Domestic Partnership Registry

In addition to recognizing as valid Domestic Partnerships registered with any governmental body, a Contractor may institute an internal Domestic Partnership registry to allow for the provision of Equal Benefits to employees with Domestic Partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental Domestic Partnership registry exists. In such cases, the City encourages Contractors to do so.

B. Verification of Domestic Partnership or Marriage

A Contractor may verify the existence of a Domestic Partnership or marriage to the extent such verification will be undertaken equally for employees with Domestic Partners and employees with spouses.

C. Excess Costs

In the event that the actual cost of providing a certain Benefit to an employee with a Domestic Partner or an employee's Domestic Partner exceeds that of providing the Benefit to an employee with a spouse or to an employee's spouse, or vice versa, the Contractor may condition nondiscrimination in Benefits upon the employee agreeing to pay the excess costs. The excess costs the Contractor may pass on to the employee may include only the actual costs of the Benefit for that employee and may not include

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implementation or administrative costs, any tax consequence to the employer, or additional costs to other employees.

D. Taxation

1. The withholding of income tax from an employee for income associated with the provision of Benefits is permissible to the extent the taxation is required by state or federal law.
2. Nothing in these Rules and Regulations is intended to require a Contractor to take any action that would jeopardize the tax-qualified status of a retirement plan.

E. Notification

Notification by a Contractor to its employees regarding the provision of Benefits to employees with spouses and employees with Domestic Partners must be conducted so that all employees are given equal notice of all available Benefits.

F. Continuation Coverage

The continuation of Benefits, including health Benefits, should be provided equally to the spouses of employees and the Domestic Partners of employees, except where otherwise prohibited by law.

G. Revisions to These Implementing Rules and Regulations

Unless otherwise required by law, revisions to these Rules and Regulations, if any, shall be updated once yearly and become effective July 1.

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

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance 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 (including 401k plans): Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee.

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.

ATTACHMENT 6

CONTRACTOR RESPONSIBILITY ORDINANCE

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE
(Los Angeles Administrative Code Section 10.40 et seq.)

1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

5. When did the Ordinance become applicable?

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

6. If an IFB is subject to the CRO, what must a department do?

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

7. What is a Responsibility Questionnaire?

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

8. What must a bidder/proposer do when responding to an IFB?

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

9. Is a separate Questionnaire required for each IFB?

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

11. How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

12. What happens during the 14 calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

13. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

14. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all 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.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

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

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

17. What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

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

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website:
<http://www.lacity.org/bidresp>.

ORDINANCE NO. 173677

An ordinance amending Chapter 1 of Division 10 of the Los Angeles Administrative Code to add Article 14 in order to implement a contractor responsibility program.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 14 is hereby added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

ARTICLE 14

CONTRACTOR RESPONSIBILITY PROGRAM

Sec. 10.40. Purpose.

Each year the City spends millions of dollars contracting for the delivery of products and services from private sector contractors. The prudent expenditure of public dollars requires that the City's procurement process result in the selection of qualified and responsible contractors who have the capability to perform the contract. Further, many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for a variety of purposes. The City expends grant funds under programs created by federal and state government. The City intends that the procurement procedures set forth in this Article guide the expenditure of federal and state grant funds to the extent permitted by federal or state procurement regulations.

Sec. 10.40.1 Definitions.

(a) **"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any employee or officer of the City of Los Angeles, that is authorized to award or enter into any contract as defined herein, on behalf of the City of Los Angeles, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of this Article.

(b) **"Contract"** means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to the City or to the public, or the grant of City financial assistance or a public lease or license, which is let, awarded or entered into by, or on behalf of, the City

of Los Angeles. Contracts for services which are less than three months and less than Twenty-Five Thousand Dollars (\$25,000.00) are not covered by this Article. Contracts for purchasing goods and products which are less than One Hundred Thousand Dollars (\$100,00.00) are not covered by this Article, unless they are contracts for the purchase of garments such as uniforms or other apparel, in which case they are only exempt from this Article if they are less than Twenty-Five Thousand Dollars (\$25,000.00). Construction contracts are covered by this Article without regard to threshold amount.

(c) **"Contractor"** means any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Los Angeles and includes a recipient of City financial assistance and a public lessee or licensee.

(d) **"Subcontractor"** means any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee, to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors, unless the purchasing contract is for the purchase of garments such as uniforms or other apparel.

(e) **"Bidder"** means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications or other procurement process.

(f) **"Bid"** means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications or other procurement process.

(g) **"Invitation for Bid"** means the process through which the City solicits Bids including Requests for Proposals and Requests for Qualifications.

(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), 7672(f). A recipient shall not be deemed to include lessees and sublessees.

(i) **"Public Lease or License"** means a lease or license of City property as defined in the Living Wage Ordinance, Section 10.37 et seq. of Article 11, Chapter I of Division 10 of the Los Angeles Administrative Code.

(j) **"Designated Administrative Agency (DAA)"** means the City department(s), board(s), or office(s) designated by City Council to bear administrative responsibilities under this Article. The City Clerk shall maintain a record of such designation.

Sec. 10.40.2 Determination of Contractor Responsibility

(a) Prior to awarding a contract, the City shall make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. Responsibility will be determined by each awarding authority from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.

(b) Every bidder for a City contract must complete and submit with its bid a questionnaire developed by the DAA which will provide information the awarding authority needs in order to determine if the bidder meets the criteria set forth in paragraph (a) of this Section. If no bid is required, the prospective contractor must submit a questionnaire. The response to the questionnaire must be signed under penalty of perjury. If, after execution of a contract, the City learns that the contractor submitted false information on the questionnaire, the City may terminate the contract and pursue the remedies set forth in Section 10.40.6 of this Article. The contractor shall be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to the responses previously provided if such change would affect contractors fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 10.40.6 of this Article.

(c) There shall be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority may rely on responses to the questionnaire, information from compliance and regulatory agencies and/or independent investigation to determine bidder responsibility.

(d) Before being declared non-responsible, a bidder shall be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder or whether or not the bidder is non-responsible for this and future contracts. The determination by an awarding authority that the bidder is non-responsible shall be final and constitute exhaustion of the bidder's administrative remedies.

(e) A list of individuals and entities which have been determined to be non-responsible by the City shall be maintained by the DAA. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in paragraph (a) of this Section, its name shall be removed from the list. Unless otherwise removed from the list by the awarding authority, names shall remain on the list for five years from the date of being declared non-responsible.

(f) Contractors shall ensure that their subcontractors meet the criteria for responsibility as set forth in paragraph (a) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

Sec. 10.40.3 Compliance with all laws.

(a) Contractors shall 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) Contractors shall notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the contractor is not in compliance with paragraph (a) of this Section. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by an awarding authority.

(c) Contractors shall notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a) of this Section.

(d) Upon award of a contract, contractors shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section. Whenever any contract, which was not initially subject to this Article is amended, the contractor shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section.

(e) Contractors shall ensure that their subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section, unless the subcontract is below the threshold requirements for Contracts contained in Section 10.40.1 (b).

(f) Contractors shall ensure that their subcontractors comply with paragraphs (b) and (c) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

Sec.10.40.4. Exemptions.

(a) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from its application:

(1) Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.

(2) Contracts for the investment of trust moneys or agreements relating to the management of trust assets.

(3) Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(b) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from application of Section 10.40.2 of this Article:

(1) Contracts awarded on the basis of exigent circumstances whenever any awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of Section 10.40.2 of this Article. This finding must be approved by the DAA prior to contract execution.

(2) Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371(e) (5).

(3) Contracts entered into pursuant to Charter Section 371 (e) (6).

(4) Contracts entered into pursuant to Charter Section 371 03 (7).

(5) Contracts entered into pursuant to Charter Section 371 (e) (8).

(6) Contracts where the goods or services are proprietary or only available from a single source.

Sec.10.40.5 Administration

(a) The DAA shall promulgate rules and regulations for implementation of this Article. Said rules shall be submitted to City Council for consideration within sixty days after the effective date of this Ordinance.

(b) The DAA shall develop a questionnaire to be used by awarding authorities for determining bidder responsibility within sixty days after the effective date of this Ordinance.

(c) The DAA shall monitor compliance with this Article including investigation of alleged violations.

Sec.10.40.6. Enforcement

(a) Contracts shall provide that violation of this Article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(b) Compliance with Section 10.40.3 of this Article shall be required in contract amendments, if the initial contract was not subject to the provisions of this Article. Contract amendments shall provide that violation of Section 10.40.3 shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(c) Violations of this Article may be reported to the DAA which shall investigate such complaint. Whether based upon such complaint or otherwise, if the DAA has determined that the contractor has violated any provision of this Article, the DAA shall issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the DAA may:

1. Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.
2. Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Section 10.40.2 of this Article.

Sec. 10.40.7. Application of This Article.

(a) This Article shall be applicable to Invitations for Bids issued after the rules and regulations have been adopted by City Council.

(b) This Article shall be applicable to contracts entered into after the rules and regulations have been adopted by City Council, unless the contract is awarded pursuant to an Invitation for Bid issued prior to adoption of the rules and regulations by City Council.

(c) Section 10.40.3 of this Article shall be applicable to contract amendments, entered into after the rules and regulations have been adopted by City Council if the initial contract was not subject to the provisions of this Article.

Sec. 10.40.8. Consistency with Federal or State Law

The provisions of this Article shall not be applicable to those instances in which its application would be prohibited by federal or state law or where the application would violate or be inconsistent with the terms or condition of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized representative of any such agency with respect to any such grant or contract.

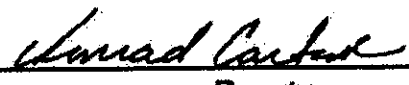
Sec. 10.40.9. Severability

If any provision of this Article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 21 2000

J. MICHAEL CAREY, City Clerk

By 
Deputy

Approved _____

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By 
NOREEN VINCENT
Assistant City Attorney

Said ordinance was presented to the Mayor on November 27, 2000; the Mayor returned said ordinance to the City Clerk on December 8, 2000 without his approval or his objections in writing, being more than ten days after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the Mayor had approved and signed it. (Section 250(b), City Charter)

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All 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 Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
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City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address	City	State	Zip
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Contact Person, Title	Phone	Fax
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TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. 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 last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☐ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☐ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☐ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☐ No

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

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☐ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☐ No

If, **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that 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) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five 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 B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☐ No

(b) Work performance on a contract?

☐ Yes ☐ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☐ No

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

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☐ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

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 questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: _____

RFB/RFQ/RFP # (if any): _____

Date RFB/RFQ/RFP Released: _____

Procuring Dept.: _____

Mail Stop #: _____

Name of Dept. Contact: _____

Phone: _____

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: _____

Company Address: _____

City: _____

State: _____

Zip: _____

Company Name: _____

Company Address: _____

City: _____

State: _____

Zip: _____

Company Name: _____

Company Address: _____

City: _____

State: _____

Zip: _____

Company Name: _____

Company Address: _____

City: _____

State: _____

Zip: _____

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) _____.

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and ██████████ Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature _____ Date _____

ATTACHMENT 7

AFFIDAVIT OF NON-COLLUSION

**CITY OF LOS ANGELES
NON-COLLUSION AFFIDAVIT**

I, _____ being first duly sworn, deposes and says that I am (Typed or Printed Name) the _____ (Title) of _____ ("vendor"), the party submitting the foregoing Request For Qualification (RFQ) /Request For Proposal (RFP). In connection with the foregoing RFP/RFQ, the undersigned declares, states and certifies that:

1. The RFP /RFQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The RFP Proposal/RFQ is genuine and not collusive or sham.
3. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham RFP/RFQ, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor or anyone else to put in sham RFP/RFQ, or to refrain from submitting this RFP/RFQ.
4. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP/RFQ price, or that of any other Vendor, or to fix any overhead, profit or cost element of the RFP/RFQ price or that of any other Vendor, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the RFP Proposal/RFQ and related documents are true.
6. The Vendor has not, directly or indirectly, submitted the RFP price/RFQ or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository/RFQ, or to any member or agent thereof to effectuate a collusive or sham RFP/RFQ.

Executed this ____ day of _____, 2009 at _____
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

(Signature of Person Legally Authorized to Sign for Corporation)

(Type or Print Name)

Title: _____

Subscribed and sworn to me on: _____

(NOTARY SEAL)

(NOTARY PUBLIC)