

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS
REQUEST FOR PROPOSALS
FOR
ENTERPRISE RESOURCE PLANNING ASSESSMENT

LAWA RFP ID # 10024765

City of Los Angeles
Los Angeles World Airports
Financial Management Systems Division
7301 World Way West, 6th Floor
Los Angeles, CA 90045

Attention: Kathy Van Ness

Proposal Release Date:	January 23, 2009
Proposal Due Date:	February 13, 2009

1.0. Project and RFP Overview

The City of Los Angeles, Department of Airports (also known as “Los Angeles World Airports” or “LAWA”), seeks proposals from qualified firms to evaluate the ability of the current Enterprise Resource Planning (ERP) system, SAP, to meet current and future needs and, if the recommendation is to retain SAP, to recommend enhancements and priorities for installing these enhancements. The enhancements can involve configuring modules currently licensed but not used, installing new SAP modules and/or installing new SAP-compatible applications.

LAWA purchased MySAP R/3 release 4.6c in December 2000 after a competitive search for the best ERP solution. SAP was put into production in July 2001. Plans to configure more than the basic modules (financials, human resources and materials management) were not executed for a variety of reasons. As a result, senior managers and others at LAWA have not been satisfied with reporting and other features of SAP. Even though an original goal of installing an ERP was to pre-empt silo systems and best-of-breed applications, some managers have purchased and installed systems that are not compatible with SAP. LAWA is currently upgrading from R/3 release 4.6c to ERP 6.0 and Netweaver 7.0; this upgrade will be complete in June 2009.

Proposers shall have prior experience in evaluating ERPs and in recommending changes to current systems. Proposer responses should clearly detail how services proposed can best satisfy LAWA's requirements. To ensure a fair and objective analysis of all proposals, the submitted proposals must follow the rules and format stated in this RFP. Failure to comply with or complete any portion of this RFP may result in rejection of a proposal.

The Proposer selected may not be considered for any implementation, configuration or similar project that may be recommended in this study.

The RFP and all attachments are available on the Los Angeles Business Assistance Virtual Network (LABAVN). All communications concerning this RFP shall be submitted to the Contract Manager for this RFP—Kathy Van Ness—except as noted below. Ms. Van Ness may be contacted by email at kvanness@lawa.org or at (310) 215-6074. Any questions regarding City Administrative Requirements should be directed to LAWA's Contract Services Division at (310) 348-5203.

1.1 Pre-Proposal Questions

In the interest of time, no pre-proposal conference will be scheduled for this RFP. Questions on City Administrative Requirements can be posed to LAWA's Contract Services Division at the telephone number given above. All other questions can be directed to Ms. Van Ness by email or telephone on or before February 6, 2009. Answers to questions will be compiled and posted on LABAVN after this date so that all interested firms can see the answers. Proposers are strongly encouraged to ask any questions so that proposals are submitted in the correct format.

1.2 Proposal Due Date

The due date for Proposals is no later than 4:00 pm, Pacific Standard Time, on Friday, February 13, 2009.

Proposals shall be delivered to LAWA in sealed packages by mail (US Mail or an express service) or hand delivered to:

Kathy Van Ness
Financial Management Systems Division
Los Angeles World Airports, 6th Floor
Los Angeles, CA 90045
(310) 215-6074

Proposals must be physically received by LAWA by the due date. Proposals submitted by email, facsimile transmission or any other forms of electronic submission will not be accepted. Proposals received after the submission deadline will be rejected and returned unopened to the sender. It is the sole responsibility of the Proposer to see that its proposal is properly received by LAWA.

LAWA reserves the right to extend the deadline for submission should such an action be in the best interest of LAWA.

Proposals may be withdrawn personally, by written request, prior to the scheduled closing time for receipt of proposals.

1.3 Key Events Schedule

The anticipated schedule for completion of this procurement is shown below. The dates are subject to change.

Request for Proposal Release	January 23, 2009
Final Written Questions Due	February 6, 2009
Proposal Due Date	February 13, 2009
Consultant Selection	Late February 2009
Contract Start Date	March 2009
Completion	June 2009

1.4 Contact with LAWA Staff and Officials

Upon release of this RFP, only the Contract Manager will answer questions about it. Other employee and representatives of LAWA will not answer questions or otherwise discuss the contents of the RFP with any potential Proposers or their representatives. Failure to observe this restriction may result in disqualification from this and any subsequent proposal. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.5 Prime Contractor and Subcontractors

Proposers electing to team with other companies to conduct this study shall submit complete responses for each of the areas of proposed service. Each proposal shall be executed by only one entity designated as the Prime Contractor, i.e., the Proposer. Co-proposing by separate legal entities is not allowed. Subcontracting firms are only allowed to partner with one Prime Contractor, and each firm may only appear in one Proposal.

If a Proposer expects to subcontract any part of the work, the Proposer must clearly identify all subcontractors performing work on this project and their role and assignments for this proposal. All subcontractors' roles will be identified in the Proposer's project team organization.

All terms and conditions that apply to the Proposer apply to the subcontractor. Each subcontractor may be required to submit administrative information that is required from the Proposers. The Proposer must disclose, at LAWA's request, any information regarding subcontractors.

If awarded this contract, the Prime Contractor will be required to provide copies of all subcontract agreements to LAWA.

1.6 Proposer Minimum Qualifications

1. The Proposer shall have a minimum of three years' experience advising government agencies and other types of organizations on selection and enhancement of ERP systems.
2. The Proposer shall provide a minimum of three company references from organizations of size, industry and complexity to LAWA for which the Proposer has provided similar services.

Prior experience with ERP system evaluations in large U.S. airports is desirable but not required.

1.7 Term of Contract and Budget

The term of the contract shall be for 12 months, effective one day after the date of the notice to proceed. It is anticipated that this study will take approximately three to four months to complete. Proposers should explain why this time line is not sufficient and propose another aggressive timeline.

The budget for this study is \$150,000.

LAWA reserves the right to cancel this RFP, a resulting contract or any portions of it at any time based on LAWA's best interests. Such conditions/situations may include, but are not limited to, budgetary constraints, availability of in-house resources and/or dissatisfaction with Contractor relationship or results.

2.0 Project Description

2.1 LAWA Overview

The City of Los Angeles, Department of Airports (also known as “Los Angeles World Airports” or “LAWA”), is an enterprise fund of the City of Los Angeles. LAWA owns, operates and maintains four airports in Southern California: Los Angeles International Airport (LAX); LA/Ontario International Airport (ONT); Van Nuys Airport (VNY); and LA/Palmdale Regional Airport (PMD). LAWA centralizes many of its management functions at LAX. LAWA has an approximate annual budget of \$2.5 billion.

The Department is under the management and control of a seven-member Board of Airport Commissioners (BOAC) appointed by the Mayor and approved by the City Council. LAWA's organizational chart is available at:
www.lawa.org/docs/Org_Chart.pdf.

After a needs assessment and competitive selection, LAWA installed MySAP R/3 release 4.6c in July 2001. (Oracle software was also on the short list of ERPs considered.) SAP supports finance (general ledger, accounts receivable, accounts payable and fixed assets), funds management (budget), cost accounting, project systems (work breakdown structures), materials management, human resources and time management in payroll. LAWA is currently upgrading to SAP ERP 6.0; this upgrade will be completed by June 2009.

2.2 Project Objectives

The primary objectives of this project are to:

1. Evaluate the ability of the upgraded SAP ERP to meet LAWA's current and anticipated future needs.
2. If continuing to use SAP is the best solution, recommend enhancements (such as configuring currently licensed but unused modules, installing new SAP modules and/or installing SAP-compatible applications) and priorities for installing these enhancements.
3. Provide order of magnitude estimates and high level cost benefit analyses for any recommendations made. Estimated costs shall include LAWA staff costs, training costs and other costs of implementing new applications as well as total costs of ownership of new applications.

2.3 Project Scope

It is anticipated that the objectives will be accomplished by:

1. Inventorying the SAP ERP modules in detail as well as other systems used at LAWA.
2. Surveying LAWA managers about needs that are satisfied by SAP and other needs that are not satisfied.
3. Compiling a list of needs to be met by an ERP.

4. Assessing whether SAP or another system can best meet the needs. (SAP as currently configured and upgraded and with enhancements should be considered).
5. Recommending a list of enhancements to SAP that could allow SAP to meet LAWA's needs and priorities for installing the enhancements.
6. Recommending other enhancements, such as interfaces with the City's payroll system, Prolog and other applications, that would meet LAWA's needs.
7. Recommending use of best-of-breed software, such as Maximo, rather than continuing to rely on SAP products for most needs.

3.0. Current Environment

3.1. Current State – Technical

3.1.1. SAP Modules

LAWA began using MySAP R/3 release 4.6c in a production capacity on July 1, 2001. The major business functions supported by the system include the following:

1. Cost Controlling (including Rates and Charges)
 - a. Rates and Charges
 - b. Internal Orders
 - c. Cost Centers
 - d. Cost Planning
2. Human Capital Management
 - a. Master Data
 - b. Organizational Management
 - c. Position Control
 - d. Timekeeping
 - e. Training and Events
3. Procurement/Purchasing
 - a. Requisition
 - b. Contracts
 - c. Sub-Purchase Orders
 - d. Receiving
 - e. Vendor Maintenance
 - f. Inventory Management
4. Fixed Asset Accounting
 - a. Creating Asset
 - b. Modifying Asset
 - c. Retiring Asset
 - d. Transfer Asset
 - e. Asset Tracking
5. Contract/Agreement Management
 - a. Customer Master Management
 - b. Revenue Agreement Entry
 - c. Create Credit Memos
 - d. Aviation Statistics Management
 - e. Applying Customer Payments

- f. Collections
- 6. Financial Statements
 - a. Journal Entry Compilation and Posting
 - b. Month-End Closing
 - c. Year-End Closing
 - d. Generate Financial Statements
- 7. Project Management
 - a. Create Work Breakdown Structures

SAP functionality not currently configured:

- 1. Travel Management
- 2. Facilities Management/Plant Maintenance, including emergency repair, corrective and preventive maintenance.
- 3. Project Management, including capital budgeting and project scheduling.
- 4. Cash Management.
- 5. Budget, including budget development, personnel cost planning, transfers and budget planning.
- 6. Human Capital Management, including applicant tracking, performance appraisals, drug testing tracking and items on loan.

3.1.2. SAP Hardware

Development:

Server:	SUN Fire v240
Operating System:	Solaris 10
Memory:	8G
CPU:	2 x Sparc IIIi

Quality Assurance/Training—SAPQAS

Server:	SUN Fire v440
Operating System:	Solaris 10
Memory:	8G
CPU:	4 x Sparc IIIi

Production—Application Servers

SAPAPP1

Server:	SUN Fire v440
Operating System:	Solaris 10
Memory:	8G
CPU:	2 x Sparc IIIi

SAPAPP2

Server:	SUN Fire v440
Operating System:	Solaris 10
Memory:	8G
CPU:	2 x Sparc IIIi

Production—Cluster Servers

Central Instance
Server: SUN Fire v490
Operating System: Solaris 10
Memory: 8G
CPU: 2 x Sparc IV+

Database
Server: SUN Fire v490
Operating System: Solaris 10
Memory: 8G
CPU: 2 x Sparc IV+

3.1.3. SAP R/3 Database

- Oracle version: Oracle 9.2.0.7.
- Size of production SAP R/3 database: Approximately 126 GB.

3.1.4. SAP Reporting Tools

The following are LAWA's SAP reporting tools:

- ABAP – 50 programs
- Report Painter – 26 programs
- Smartforms – 4 programs
- Sapscrip – 10 programs
- Ad hoc queries

LAWA investigated installing Business Warehouse with Crystal Reports in 2004-05 as part of a Phase II project; the project was abandoned and this was not installed.

3.2. SAP Enhancements To Date

3.2.1 Synactive XT

Synactive XT is a front-end tool purchased and installed by LAWA in 2007 to reduce the number of screens required for processing single transactions in the SAP modules. Using multiple screens was a major complaint by LAWA users of SAP. LAWA has completed or is completing work on the following transactions:

- HR Module:
 - o PA20 – Display Hiring Action
 - o PA30 – Maintain Hiring Action
 - o PA40 – Hiring Action (Entry)
 - o CAT2 – Time Entry
 - o CAPP – Time Approver
 - o CAOR – Timesheet Reporting by Organization
 - o CADO – Time Reporting by Personnel Number
 - o CAT6 – Time Transfer
 - o ZPT60 – Time Evaluation

- o PA71 – Fast Entry for Time Data (list the transactions)
- Logistics/Materials Management (MM) Module:
 - o ME51N – Create Purchase Requisition
 - o ME21N – Create Purchase Order
 - o ML81N – Service Entry Sheet
 - o MIGO – Goods Receipt
 - o ME21 – Reservationist
- Finance/Controlling (FI/CO) Module:
 - o MIRO – Accounts Payable (A/P) Invoice Entry
 - o F-28 – Cash Application from Lockbox Clearing
 - o FBL5N – Customer Line Item Display (Accounts Receivable)
 - o S_ALR_87013620 – Cost Center/Actual/Plan Commitment Report
 - o ZFFM05 – Budget Availability Report

3.2.2. RWD uPerform (SAP Productivity Pak)

LAWA acquired RWD uPerform (SAP Productivity Pak) in order to integrate learning and performance support in a single-sources maintenance system. It has been implemented and is used to:

- Create and maintain consistent cross-functional documentation for SAP transactions and processes including standardized procedural manuals related to SAP processes;
- Create and maintain consistent and effective training material for LAWLA's SAP end-users;
- Develop and implement the Simulation Feature that allows for active recordings and documentation of transactions as they are performed;
- Develop and implement the E-Learning Functionality that allows for "out of the classroom" on-line training;
- Develop and implement the "on-line launchpad" feature that allows users to retrieve SAP information from the website; and
- Create and maintain a Document Library that can be used to publish instructional and guidance information related to the functional modules used in SAP in an effort to provide user assistance by business function and role.

3.3. SAP Enhancements Considered But Not Implemented

LAWA released a RFP for a Phase II of the SAP implementation in 2004. This Phase was to include Business Warehouse, Plant Maintenance, bar-coding and a process review and recommendations for enhancements to the HR module. This Phase was abandoned in 2005 for organizational reasons. LAWLA's Procurement Division is beginning the process of implementing a bar-coding system that will work with SAP.

3.4. Non-SAP Systems

The following systems currently interface with or work alongside SAP.

3.4.1. RAMS—Revenue Agreement Management System

RAMS was designed for two major purposes—revenue agreement management and billing. It is used by a number of LAWA business units, including Airfield Permits, Airfield Operations, Asset Management, Concessions, Property, Landside, Comptroller (statistics), Long Range Planning, Tenant Audit, Construction and Maintenance (utilities). The software (PropWorks) is provided by AirIT and was installed at the same time as SAP. It is used to:

- Create and manage LAWA's revenue-generated agreements (i.e., airline operating agreements, lease agreements, concessions agreements, ground services agreements, etc.).
- Generate billings and account for revenue payments.
- Provide reporting on LAWA airline activity, revenues, contract performance and other related information.

This system interfaces with SAP. Customer accounts, billing rules and invoices are created in RAMS and transferred to SAP. Users must use both RAMS and SAP to research the status of an invoice payment since the interface does not successfully transfer any payment adjustments from SAP to RAMS.

LAWA plans to install PropWorks' space management module that will interface SAP and AviSoft, a Geographic Information System (GIS). When evaluating ERPs in 2000, LAWA considered SAP's Real Estate module but decided that PropWorks offered a better solution.

3.4.2. PaySR

PaySR is a custom-designed payroll system developed for the City of Los Angeles' City Controller's Office. LAWA uses SAP to enter hours worked and compute gross time. Data is transmitted to PaySR, which computes net pay, transmits information to City Personnel (for benefits management) and Retirement (for retirement contributions and credits) and generates paychecks.

Currently LAWA staff must enter new employees and make changes to current employee's records in both PaySR and SAP. PaySR now allows paperless timekeeping. (LAWA owns SAP's Employee Self-Service module but is not using it.)

LAWA has the option, like other City departments, of joining the PaySR application for maintenance of employee records and all timekeeping tasks. Note also that the Council-controlled City departments are replacing an old American Management System product with a new product to handle all financial functions; the target date for completion of this installation is July 2010.

3.4.3. Procurement Wizard

During FY2004, LAWA introduced Procurement Wizard, a custom system that converted paper-based purchasing and procurement approval systems into an online system that uses workflow. All projects and purchases must be pre-approved at the appropriate management level. The Wizard automates this approval via an interactive process by asking questions about the proposed contract. Based on the end user's answers, the

Wizard identifies the correct process to use and directs the request to the appropriate management level via email. Subsequently, the end user is notified via email of the approval or denial of the request. The Procurement Wizard also helps guide the user in determining the appropriate City Administrative Requirements for the request.

Procurement Wizard is not interfaced with SAP and does not share data. Users complete the approval process in the Wizard, and Contract Services staff enters some basic information about the procurement directly in SAP. All payment information is contained in SAP.

3.4.4. Other Non-SAP Applications

LAWA uses PC-DOCs to enter and review invoices for payment. The invoices are available for approvers and reviewers to view. This system is not interfaced with SAP. As part of a Citywide project, LAWLA will be replacing PC-DOCs with Documentum, which may be interfaced with SAP in a future phase. LAWLA uses a custom-developed budget preparation system.

LAWLA is also investigating a number of other systems. LAWLA is in the process of installing AviSoft as a GIS system. IT is considering implementing an asset management system and is evaluating Maximo as well as configuration of SAP's PM module (which is already licensed). Engineers at LAWLA have used Primavera in the past, with no interfaces to SAP. They are installing Prolog and will be transferring some data from SAP to Prolog.

4.0. LAWLA and Contractor Responsibilities

LAWLA will provide work space for consultants, information on LAWLA's organizational structure, assistance with interview scheduling, all documentation on hand and contacts with current system vendors (such as Airt and SAP) and with system managers (for example, with the City's PaySR and new financial system projects).

LAWLA will establish an oversight committee to review progress, recommendations and reports made by the Contractor.

The Contractor will provide highly competent staff in sufficient numbers to complete this study in the shortest amount of time possible and clear recommendations with the reasoning behind them.

5.0. Proposal Format and Content

Proposers shall follow the format described in this section and provide all the information requested. Proposers that do not adhere to these formatting requirements may be considered non-responsive.

The Proposal shall include three major sections, all submitted separately on or before the due date:

- Technical – Includes services proposal.
 - o Provide one unbound original, 15 copies and one electronic copy in PDF.

- Cost – Includes the proposed fixed cost for the study.
 - o Provide on unbound original, three copies and one electronic copy in PDF.
- Administrative – Includes all the required administrative forms.
 - o Provide one bound original hard copy version with original signatures on the required forms.

5.1 Technical Proposal

The Technical Proposal shall include the following sections:

Section 1. Cover Letter

- Shall not exceed 10 single pages in length and shall be signed by an authorized representative of the Proposer.
- Briefly summarize the Proposer's understanding of the requested services.
- Discuss the Proposer's specific role and present the firm's relevant qualifications for performing that role. Include the names, addresses, affiliations, email addresses and telephone and fax numbers of the key contact person(s) for both the Proposer and any subcontractor(s).
- Address any problem(s) envisioned in completing this study and cite suggestions for avoiding or mitigating these problems.

Section 2. Proposer Information

- Include the office address and the name(s) of the director(s) or other responsible officer(s) who will have ultimate responsibility for the management of this study.
- Corporate mission and services.
- Previous and current relationships, if any, with LAWA, related entities and the City of Los Angeles.

Section 3. Relevant Experience

- History and depth of ERP consultation experience. Include number of years of involvement in ERP consultations, percentage of the business devoted to this type of consultation and how the firm differentiates itself from its competition.
- Customer references from similar projects. Include a brief description of the project, the project budget and duration and contact information (agency or company, name, telephone number and email address) for the contract manager.

Section 4. Proposed Statement of Work

- Description of overall project approach.
- Detailed list of steps necessary to complete the study.
- Diagram with proposed project staff positions, subcontractor(s) and LAWA team members.
- Project timeline in Gantt format.
- List of deliverables.

Section 5. Proposed Project Resources

- Proposer's and any subcontractor's staff with the role/position of each person.

- LAWA personnel and their roles in the study.
- Resumes of Proposer and subcontractor staff with client references.

5.2 Cost Proposal

- Include this portion of the Proposal in a separate sealed envelope.
- Include the total fixed Cost Proposal for this study.

5.3 Administrative Proposal

- Include this portion of the Proposal in a separate bound volume.
- Follow the directions should in the Administrative Requirements appendix.

6.0 Contractor Selection Process and Evaluation Criteria

The Proposal evaluation period shall begin upon LAWA's completion of its review and evaluation of the Proposal Documents. A Proposal not meeting the requirements may be rejected as being non-responsive and/or non-responsible.

Proposals shall be evaluated for responsiveness to the requirements of the RFP and on the responsibility of the Proposer. A Proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP. Responsibility is defined as the apparent ability of the Proposer to meet and successfully complete the requirements of the Contract. Responsibility includes consideration of the quality of the Proposer's past performance and fitness and capacity to do the proposed work in a satisfactory manner. A Proposer may be required to present further evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to LAWA that it is competent to successfully perform the work.

6.1 Proposal Evaluation Process

Any contract resulting from this RFP shall be awarded to the responsible and responsive firm whose Proposal represents the best overall value to LAWA.

Proposals shall be evaluated in a two level process:

Level I Administrative Requirements and Minimum Qualifications Review: LAWA shall perform an initial responsiveness review to determine compliance with the Administrative Requirements and the minimum qualifications outlined in this RFP. Disqualified Proposers will be notified. Proposers that are deficient in meeting the minimum qualifications at the time of Proposal submission shall be deemed non-responsive. Proposers disqualified for failing to meet the Administrative Requirements will be given an opportunity to appeal.

Level II Evaluation: Proposals that meet the Level I Review shall be evaluated based on the criteria shown below:

1.	Experience and Qualifications of the Proposer	15 points
2.	Experience and Qualification of the Proposed Staff	25 points
3.	Proposed Study Approach and Methodology	40 points
4.	Cost	20 points
		Total 100 points

Proposals will be evaluated by a panel of LAWA managers and staff. In-person or telephone interviews may be scheduled as part of the evaluation. If deemed necessary by LAWA, one or more Proposers may be invited to a second interview to provide additional information and clarification of material in the Proposal and/or covered in the Proposal evaluation and first interview.

7.0 Additional Information

7.1 Right of Rejection

LAWA reserves the right to reject any or all submittals of proposals, to waive any informality in such submittal, to request new submittals or to proceed to do work otherwise. The receipt of proposals shall not in any way obligate the Board, LAWA or the City of Los Angeles to enter into a consultant agreement with any Consultant.

7.2 Nondisclosure

The Contractor will have access to information that is proprietary and confidential. This information is protected by applicable laws regarding secrecy of communications and trade secrets and shall remain the exclusive property of LAWA.

7.3 Expense, Ownership and Disposition

LAWA shall not be responsible in any manner for the costs associated with the submission of the proposals. The proposals, with all attachments and exhibits, shall become the property of LAWA upon receipt. LAWA shall have the right to copy, reproduce, publicize or otherwise dispose of each proposal in any way that LAWA selects. LAWA shall be free to use as its own, without payment of any kind and without any liability, any idea, scheme, technique, suggestion or plan received during this proposal process.

7.4 Indemnification

In addition to the Insurance Requirements set forth in the Administrative Requirements, the Proposer undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles, Department of Airports and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claim losses, demand and expenses, including but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, or death or injury to any person, including Proposer's employees and agents, or damage of or destruction to any property of either party hereto or of third persons, in any manner arising by reasons of or incident to the performance of this Contract on the part of the Proposer, its officers, directors, agents, servants, employees, contractors and sub-contractors of any tier, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees.

7.5 Attorney Fees

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

Appendix: Administrative Requirements

Administrative Requirements

Administrative Requirements

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

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

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

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

2. AFFIRMATIVE ACTION

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

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

Attachments:

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

For further information regarding this requirement please contact:

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

3. ASSIGNMENT OF ANTI-TRUST CLAIMS

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

Attachment:

- California Government Code Section 4550--4554

4. BUSINESS TAX REGISTRATION CERTIFICATE

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

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

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

Additional information regarding this requirement may be obtained at:

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

Attachment:

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

5. CHILD SUPPORT OBLIGATIONS

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

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

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

Attachments:

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

For additional information please contact:

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

6. EQUAL BENEFITS ORDINANCE

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

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

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

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

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

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

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

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

7. FIRST SOURCE HIRING PROGRAM

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

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

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

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

8. INSURANCE

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

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

Attachments:

- Insurance Requirement Sheet
- Insurance Language

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

- Guidance for Submitting Evidence of Insurance

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

9. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

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

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

Attachment:

- Current and Prior City of Los Angeles Contracts

10. LIVING WAGE ORDINANCE

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

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

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

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

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

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

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

11. MUNICIPAL LOBBYING ORDINANCE

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

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

Additional information regarding this requirement may be obtained at:

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

Attachments:

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

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

Pursuant to United States Code of Federal Regulations Title 49—Transportation, Subtitle A, Part 26 (49 CFR 26), Executive Directive No. 2001-26 of Mayor Richard Riordan and the provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), all Other Business Enterprises (OBEs), and Disadvantaged Business Enterprises (DBEs) an equal opportunity to participate in the performance of all LAWA

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

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

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

Attachments:

- MBE/WBE/DBE/OBE Policy Statement

Checklist

Administrative Requirements Checklist

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

2. AFFIRMATIVE ACTION

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

3. CHILD SUPPORT OBLIGATIONS

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

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

4. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

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

5. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinance:

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

6. MUNICIPAL LOBBYING ORDINANCE

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

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

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

- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance

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

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

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

)

) ss.:

COUNTY OF _____

)

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

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

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

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

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

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

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

Signed:

Name: _____

Title: _____

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

Notary Public

(Notarial Seal)

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

Affirmative Action

DATE _____

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor _____ Project Title _____ Length of Contract _____

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

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

FOR CONSTRUCTION PROJECTS

(L.A. County Only)

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

FOR NON-CONSTRUCTION PROJECTS

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

Employment statistics were obtained from:

Available Records Visual Check Other (Specify) _____

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

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

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.**1. Construction Contracts Included.**

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

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

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

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

DATE

OFFICER'S SIGNATURES

FIRM NAME

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Assignment of Anti-Trust Claims

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

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

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

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

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

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

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

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

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

Business Tax Registration Certificate

BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM

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

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

Company Name: _____

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER								FUND		CLASS		

New format:

ACCOUNT NUMBER														FUND		CLASS		

State effective dates here: _____ to _____

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

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

Exemption Number:

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Explanation:

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

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

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

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

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

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

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

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

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer of Representative

Print Name

Title

Telephone Number

Equal Benefits Ordinance

EQUAL BENEFITS ORDINANCE

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

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

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

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

Insurance

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: City of Los Angeles Department of Airports

AGREEMENT / ACTIVITY: RFP - Enterprise Resource Planning Assessment

TERM: One year

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

LIMITS

☒ Workers' Compensation (Statutory)/Employer's Liability

Statutory

☒ Broad Form All States Endorsement

☒ Voluntary Compensation Endorsement

☒ Longshoremen's and Harbor Workers' Compensation Act Endorsement

☒ Waiver of Subrogation

(Specifically naming "Los Angeles World Airports"

Blanket endorsements are unacceptable)

☒ Automobile Liability - covering owned, non-owned & hired auto

\$1,000,000 CSL

☒ Aviation/Airport Liability

\$1,000,000CSL

OR

☒ Commercial General Liability, including the following coverages:

\$1,000,000CSL

☒ Premises and Operations

☒ Contractual (Blanket/Schedule)

☒ Independent Contractors

☒ Products /Completed Operations

☒ Broad Form Property Damage

☒ Personal Injury

☒ Explosion,Collapse & Underground (required when work involves digging, excavation,grading or use of explosive materials.)

☒ Additional Insured Endorsement

(Specifically naming "Los Angeles World Airports"

Blanket endorsements are unacceptable)

*** Coverage for Hazardous Substances

Sudden Occurrence

\$ ***

Non-sudden Occurrence

\$ ***

** Builder's Risk Insurance - (All Risk Coverage, including material in transit)

Value of Improvements

Comments:

* If exposure exists, coverage is required.

** Required if property or building ultimately revert to City.

*** Must meet Federal and/or State requirements.

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

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

PLEASE RETURN WITH EVIDENCE OF INSURANCE

IRV1 10/05 -No lease involved. For vendor/contractor work at LAX, ONT, VNYS, PMD

Revised-4/10/08

Insurance

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

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

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

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

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

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

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

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

Insurance Rev. 8/01

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

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

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

City Held Harmless

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

Hazardous and Other Regulated Substances

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

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

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

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

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

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

List of Other City of Los Angeles Contracts

Current and Prior City of Los Angeles Contracts

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

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

Municipal Lobbying Ordinance



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

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

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

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

Date: _____ Signature: _____

Name: _____

Title: _____

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

Los Angeles Administrative Code § 10.40.1(h)

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

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

Los Angeles Administrative Code § 10.37.1(i)

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

MBE, WBE, DBE and OBE Program

Policy Statement

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

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

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

Outreach

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

Subcontractor Listing

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

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

Certification

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

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