

REQUEST FOR PROPOSAL

**CITY OF LOS ANGELES
MAYOR'S OFFICE
HOMELAND SECURITY AND PUBLIC SAFETY**

DATE ISSUED: April 6, 2010

TITLE: Facility Assessment Contractor

DESCRIPTION:

The City of Los Angeles is seeking a Contractor to complete Facility Assessments for 50 City Recreation and Park Centers located across the City's jurisdiction. Each *Facility Assessment* requires an on-site evaluation of the premises, and involves capturing and documenting data (e.g. facility specs, access, utility details, mass transit accessibility, etc) photographing the site, generating facility diagrams, and producing maps.

This project will be managed by the City of Los Angeles Emergency Management Department (EMD). To complete this project, the Contractor will also work closely with the Los Angeles Department of Recreation and Parks and other City departments as deemed necessary.

PRELIMINARY SCHEDULE:

Event

Date

Request for Proposal Released

April 6, 2010

Proposers' Conference

April 19, 2010, 3:00 p.m.

ATTENDANCE IS MANDATORY

City of Los Angeles
Emergency Operations Center
500 E. Temple St.
Los Angeles, CA 90012

DEADLINE FOR SUBMITTING PROPOSAL:

**May 17, 2010
3:00 p.m. (Pacific Time)**

PROPOSAL DELIVERY ADDRESS:

Eve LaDue, Contract Specialist
Mayor's Office
200 N. Spring Street, Room 303
Los Angeles, CA 90012
Eve.LaDue@lacity.org
Fax: 213-978-0719

TECHNICAL ASSISTANCE:

Requests should be made in writing, using the attached form (Exhibit N) by email or fax no later than 5:00 p.m. (Pacific Time) May 12, 2010 to:
Email: Eve.LaDue@lacity.org
Fax: 213-978-0718

RFP TABLE OF CONTENTS

I.	BACKGROUND	4
	A. Administrative Entity	4
	B. Overview	4
II.	SPECIFICATIONS	6
	A. Services Solicited and Project Objectives	6
	B. Scope of Work	6
	C. Deliverables	9
	D. Eligible Proposers	10
	E. Source of Funds and Funds Available	11
	F. Budget	11
	G. Contract Term	11
	H. Preliminary Schedule	11
	I. Technical Assistance	12
	J. Attendance at Conference	12
	K. Deadline for Submission of Proposals	12
	L. Evaluation Factors	13
	M. Proposal Review Process	16
	N. Contract Award	16
	O. Proposal Appeal Process	17
III.	GENERAL RFP INFORMATION	19
	A. General Proposal Conditions	19
	B. Documents Required with Proposal	24
	C. Contract Execution Requirements	25
	D. Contractor Evaluation	26
IV.	PROPOSAL PACKAGE	28
	A. General Preparation Guidelines	28
	B. Narratives	29
	C. Documents to be Completed	32
	D. Proposal Checklist	32

EXHIBITS

- A. Insurance Requirements
- B. Proposers Workforce Information
- C. Affidavit of Non-Collusion
- D. Contractor Responsibility Questionnaire
- E. Pledge of Compliance with Contractor Responsibility Ordinance
- F. EBO Compliance Forms
- G. Non-Discrimination/Equal Employment Practices/Affirmative Action Documents
- H. MBE/WBE/OBE Outreach Forms
- I. Certification and Disclosure Regarding Lobbying
- J. Certification Regarding Debarment
- K. Drug-Free Workforce Form
- L. Bidder Certification Form
- M. Statutes and Limitations Applicable to All Grant Contracts
- N. Technical Assistance Request
- O. Facility Assessment Template
- P. Recreation and Park Centers

I. **BACKGROUND**

A. **Administrative Entity**

The Office of the Mayor, through Homeland Security and Public Safety, administers the Regional Catastrophic and Preparedness Grant Program (RCPGP) for the City of Los Angeles and serves as the administrative entity for this Request for Proposal (RFP). The RCPGP originates from the United States Department of Homeland Security (DHS), which awards funding to select regions for emergency planning projects. The source of funds for this RFP is from the Fiscal Year 2007-2008 RCPGP grant ("FY07-08 RCPGP"). The Office of the Mayor, Homeland Security and Public Safety Department has been authorized to release this RFP (Council File 08-0897).

The City of Los Angeles Emergency Management Department (EMD) General Manager, working in cooperation with the Office of the Mayor, is the Coordinator for this project and is responsible for all day-to-day coordination of emergency preparedness programs. The EMD General Manager has appointed a Project Manager for this Facility Assessment Project.

B. **Overview**

1. Project Overview

The Contractor shall create and complete *Facility Assessment* for 50 independent sites using the prescribed template (Exhibit O) and guidelines outlined in this Scope of Work. The *Facility Assessment* includes, but is not limited, to site-specific data, electronic floor plans consistent with architectural standards, site diagrams, aerial images, and maps. The components of this project will support the City's use of these facilities in response to an emergency.

The EMD Project Manager shall provide overall direction of the project, and shall manage the Contractor, the project schedule, the implementation of the project and the acceptance of deliverables. The EMD Project Manager will coordinate planning and communication between the Contractor and the Department of Recreation and Parks.

2. Funding Overview

RCPGP Grant Program

The Regional Catastrophic Preparedness Grant Program (RCPGP) was created by the United States Department of Homeland Security (DHS), and awards funding to urban jurisdictions to enhance regional catastrophic preparedness and continuity of operations efforts, with the aim of strengthening the Nation against risks associated with catastrophic events. The RCPGP centers on the highest risk Urban Areas and surrounding regions, where its impact will have the most significant effect on our collective

security and resilience. Each site eligible for participation in the RCPGP, designated as the RCPGP site, includes a collection of jurisdictions that must work collaboratively to fulfill the program requirements.

The RCPGP initiative is provided in response to the direction by Congress to develop "all-hazard regional catastrophic event plans and preparedness" for urban areas and participating governments. The goal of this program is to allow jurisdictions to determine how to improve their security and resilience through a process best described as "Fix, Build, and Resource" - that is, fix shortcomings in existing plans; build regional planning processes and planning communities; and, link operational needs identified in plans to resource allocation, including homeland security grant programs.

RCPGP funding originates from DHS and is passed through to the State Administrative Agency (SAA) California Emergency Management Agency (Cal-EMA) and then distributed to the LA/LB/RUA through the Office of the Mayor of the City of Los Angeles, Homeland Security and Public Safety.

II. **SPECIFICATIONS**

A. **Services Solicited and Project Objectives**

This Request for Proposal (RFP) seeks an experienced Contractor to work under the direction of the City of Los Angeles EMD Project Manager to develop site-specific *Facility Assessments* for 50 geographically diverse Recreation and Park Centers designated by the City of Los Angeles.

B. **Scope of Work**

Part #1: Detailed Work Plan and Project Schedule

Within five working days of the Notice to Proceed, the Contractor shall participate in a project planning meeting with the EMD Project Manager. During this meeting, a Detailed Work Plan and Project Schedule will be developed to ensure that the project will be completed during the designated 175-day time frame. The Detailed Work Plan shall include a schedule for site visits, meetings, and other activities (as outlined in this Scope of Work) to complete the project within the 90-day time-frame. The EMD Project Manager shall consult with the Department of Recreation and Parks and other City departments as necessary on the proposed project schedule, and shall approve this Detailed Work Plan and Project Schedule prior to the commencement of the Project.

Part #2: Facility Assessment

1. Data Collection

The Contractor shall go to each of the 50 Recreation and Park Centers designated by the City of Los Angeles to complete the site-specific *Facility Assessment*. The Contractor should expect the 50 Recreation and Park Centers to be located across the City's jurisdiction. The City reserves the right to add or eliminate Recreation and Park Centers. A list of Recreation and Park Centers is attached as Exhibit P.

The Contractor shall use the template provided for the *Facility Assessment* to electronically input data. A draft of the template is attached as Exhibit O.

2. Facility & Site Diagrams

The Contractor shall develop facility and site diagrams and schematics as prescribed in this section. All facility and site diagrams shall be developed to architectural and engineering standards. The Contractor shall input these drawings electronically into the Microsoft Word *Facility Assessment* template.

Facility Diagrams

The Facility Diagram shall include:

- The floor plan of the main facility, including room dimensions and room labels. All rooms shall be labeled in accordance with the official room references as designated by the facility.
- Diagram title, date, scale, legend (if applicable) and compass on each page.
- Clearly identified and labeled:
 - o Entrances and exits; any internal and/or external entrances and exits that do not meet access and functional needs requirements; in facilities with multiple entry/exit points, the primary entry/exits used by the public must be identified.
 - o Restrooms, showers, dining and food preparation areas.
 - o Pools and playgrounds (as applicable).
 - o Interior support posts or other obstructions.
 - o Any fixed or non-fixed heavy equipment located in public areas.
 - o Secure (i.e. with key lock) storage facilities.

Site Diagrams

- Footprint of primary facility and all other Recreation and Park structures on the premises.
- Diagram title, date, scale, legend (if applicable) and compass on each page.
- Adjacent streets including names of the streets and direction of travel of any one-way streets.
- Parking areas, including fixed gates and pre-designated entrances and exits (if applicable).
- Loading docks (if applicable).
- Perimeter fencing, walls, or other barriers noting type of construction (i.e. concrete block, chain link) and height.
- Location of utilities shut-off for the facilities on the premises.

3. Maps, Photos, and Aerial Images

Maps

The Contractor shall draft 3 black and white maps for each facility. The Contractor shall input these drawings electronically into the Microsoft Word *Facility Assessment* template.

- One tight view map showing approximately 1 square mile surrounding the site. (The main facility must be labeled on the map, and the facility's premises and all facility parking areas must be visible and identifiable.)

- One wide view map showing approximately 3 square miles surrounding the site.
- One tight view map indicating locations of mass transit stops as noted in the *Facility Assessment*, including provider and type.

Each of the three maps shall include and/or illustrate:

- o Map title, date, scale, and compass.
- o All freeways within the vicinity, including freeway on and off ramps.
- o All major arterial streets.

NOTE: Vicinity maps may be acquired from any public source and shall be uniformly formatted.

Photos

The Contractor shall take digital photos, listed below, and input these photos electronically (in an editable format) into the Microsoft Word *Facility Assessment* template.

- o Interior photos of each room keyed to Facility Diagrams.
- o Interior and Exterior photos of each internal and external entrance/exit keyed to Facility Diagrams.
- o Photos of utility shut-off location(s) on the premises keyed to the Facility or Site Diagram.

The photos keyed to the Facility and/or Site Diagram shall be formatted consistently and shall include:

- o Title, date, scale, and compass.

Aerial Images

The Contractor shall generate two aerial images of each facility as detailed below. The Contractor shall input these images electronically into the Microsoft Word *Facility Assessment* template.

- o Corresponding aerial images to the tight view Vicinity Map (described under subsection *Maps*).
- o Corresponding aerial images to the wide view Vicinity Map (described under subsection *Maps*).

Part #3: Pilot Facility Assessment

The first *Facility Assessment* will be treated as a pilot, and will be submitted to the EMD Project Manager prior to the completion of work on any other facility. The purpose of the pilot *Facility Assessment* is to ensure that the Contractor's approach is feasible, and that the deliverables are consistent with the requirements of this Scope of Work. Upon its completion, the Contractor may be required to formally review the pilot *Facility Assessment* in a meeting with the

EMD Project Manager. The pilot *Facility Assessment* must be approved by the Project Manager to complete this phase. Work that is completed on subsequent sites prior to the approval of the pilot *Facility Assessment* will be performed at the risk of the Contractor, as the Contractor shall be responsible for adapting all strategies and feedback from the pilot *Facility Assessment* to the remaining 49 *Facility Assessments*. The Contractor shall complete this phase in accordance to the Project Timeline outlined in Section C. Deliverables.

Part #4: Facility Assessment for 49 Prescribed Sites

Following the review and acceptance of the pilot *Facility Assessment*, the Contractor shall complete the *Facility Assessments* for the remaining 49 sites in accordance with the Project Timeline outlined in Section C, Deliverables, and the Detailed Work Plan and Project Schedule, which will include a site-specific schedule.

The Contractor shall submit the *Facility Assessments* on a rolling basis as defined in the Project Timeline outlined in Section C, Deliverables.

Part #5: Project Review

Upon completion and delivery of the *Assessments* for each of the fifty (50) sites, the Contractor shall participate in a formal project review meeting with the EMD Project Manager. In accordance with the Project Timeline defined in Section C, Deliverables, the EMD Project Manager will determine if the *Facility Assessments* meet the requirements of the Scope of Work, or if additional work is needed. If necessary, the EMD Project Manager will provide the Contractor with a “punch list”—a detailed list of specific items that must be completed or corrected in order for the deliverables to be acceptable and meet the terms of the contract.

Part #6: Complete “Punch List” Items (if applicable)

The Contractor shall complete all “punch list” items. The Contractor shall be responsible for revising the *Facility Assessments* until they meet the approval of the EMD Project Manager. The Project Timeline defined in Section C, Deliverables indicates the deadline for receiving and completing the Punch List items.

Part #7: Project Acceptance

The Contractor shall participate in a Project Acceptance meeting with the EMD Project Manager to present the final version of the *Facility Assessments* and submit the electronic deliverables. When all changes are made in accordance to the Punch List, the EMD Project Manager will accept the deliverables.

C. Deliverables

The Contractor shall submit all drafts electronically to the EMD Project Manager on a CD/DVD or memory stick. All final deliverables shall be submitted electronically on a memory stick and in hard copy in the prescribed *Facility*

Assessment template, which shall remain in editable Microsoft Word documents—one per facility—that are compatible with 2007 Microsoft Word. At the conclusion of the project, each *Facility Assessment* and the corresponding raw data, including but not limited to, facility diagrams, site diagrams, maps, photos, and aerial images, shall be provided electronically on the memory stick. All files shall be labeled and shall identify the facility name and the file type.

The Contractor shall meet with the EMD Project Manager to present deliverables as they are submitted in accordance with the Project Timeline below. The Contractor shall participate in additional meetings as deemed necessary by the EMD Project Manager.

Project Timeline

The following outlines the general project schedule; the Detailed Work Plan and Project Schedule will include specific dates and a site-specific schedule in accordance with this timeline. The Contractor can achieve milestones at an accelerated rate.

Item/Event	Timing
Kick-off Meeting with Contractor	Within 10 days of executed contract
Prepare Detailed Work Plan and Project Schedule	Within 15 days of executed contract
Complete Pilot Assessment	Within 25 days of executed contract
Changes Made & Final Acceptance of Pilot	Within 35 days of executed contract
Complete and Submit Assessment for Sites 2-10	Within 50 days of executed contract
Complete and Submit Facility Assessment for Sites 11-20	Within 65 days of executed contract
Complete and Submit Assessment for Sites 21-30	Within 80 days of executed contract
Complete and Submit Assessment for Sites 31-40	Within 95 days of executed contract
Complete and Submit Facility Assessment for Sites 41-50	Within 110 days of executed contract
Punch List of Required Changes Submitted to Contractor	Within 130 days of executed contract
Submission of Revised Facility Assessments reflecting changes per Punch Lists	Within 145 days of executed contract
Final Review of Facility Assessments	Within 160 days of executed contract
Changes made per Final Review if necessary/ Final Acceptance Meeting / Submission of Deliverables	Within 175 days of executed contract

D. Eligible Proposers

Proposals will be accepted only from individuals or organizations that meet all of the following requirements:

1. The Proposer must be qualified to conduct business in the State of California;
2. Must be in good standing with the Secretary of State, if a Corporation or Limited liability Company;
3. The Proposer has not been determined to be non-responsible nor has the Proposer been debarred by the City pursuant to the Contractor Responsibility Ordinance;

4. The Proposer has not been debarred by the federal government, State of California, or local government;
5. If the Proposer has contracted with the State of California or the City of Los Angeles, it must not have an outstanding debt which has not been repaid or for which a repayment agreement plan has not been implemented. If it has contracted with the City of Los Angeles, it must not have an outstanding disallowed cost or other liability to the City;
6. Financial stability and ongoing ability to provide the services proposed.
7. Availability of adequate staffing, including support and backup staff, with sufficient experience and technical expertise;
8. Successful performance in developing strategic documents;
9. Have necessary software and resources to develop the required components detailed in the Scope of Work.
10. The Proposer must attend the **mandatory** pre-proposal conference to be eligible to submit a proposal.

E. Source of Funds and Funds Available

The source of funds for this RFP is the Regional Catastrophic Planning Grant Program for the Fiscal Years 2007 and 2008 ("FY07-08 RCPGP") with an ending date of November 29, 2010. Funding for all periods of this RFP and subsequent contract is subject to City of Los Angeles Council approval and the continuing availability to the City of federal funds for this project.

F. Budget

The budget for this contract shall not exceed \$125,000. The Agreement with the selected applicants will be on a fixed-price contract basis.

G. Contract Term

The term of this contract shall be seven (7) months.

H. Preliminary Schedule

EVENT

DATE

Request for Proposals Released

April 6, 2010

Pre-proposal conference
Attendance is **MANDATORY**
to be eligible to submit a proposal.

April 19, 2010, 3:00 p.m.
City of Los Angeles
Emergency Operations Center

DEADLINE FOR SUBMITTING PROPOSALS:

**May 17, 2010, before
3:00pm Pacific Time**

I. Technical Assistance

All technical assistance questions must be submitted by e-mail or fax, using the attached Technical Assistance Request Form (Exhibit N). E-mail is the preferred way to contact City staff. Please identify the RFP title on the subject line of your message.

To ensure the fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document available on the Community Development Department (CDD) website at www.labavn.com. No individual answers will be given. The Q&A document will be updated on a regular basis to ensure the prompt delivery of information. If you do not have access to the Internet, the Q&A document will be available by fax or for pick-up at the address on the front cover.

Technical Assistance questions submitted after May 12, 2010, 5:00pm Pacific Time will NOT be accepted.

J. Attendance at Proposer's Conference

Attendance at the Pre-Proposal Conference is **mandatory**. Proposers who do not attend the mandatory pre-proposal conference will not be eligible to submit proposals. No minutes will be taken at the Pre-Proposal Conference. Attendees at the conference will be responsible for taking their own notes. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please refer to technical assistance guidelines.

Questions raised at the Proposers' Conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP, which will be posted on the website at www.labavn.com.

BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.

K. Deadline for Submission of Proposals

The original proposal, together with five (5) complete copies, must be hand-or courier-delivered in a sealed package by the deadline date on the cover of this document. The original must be marked "Original" on the cover and must bear the actual "wet" signature(s) of the person(s) authorized to sign the proposal. The copies must be numbered on the upper right hand side of the cover to indicate "Copy No. ____." Staple all pages firmly in the upper left-hand corner. If the amount of pages makes it difficult to staple, proposers may bind

the proposal. Specialized coverings, **paper clips, spiral wire binding or other removable fasteners are not acceptable. Proposals must be submitted by 3:00pm (Pacific Time) on May 17, 2010).**

Proposals must be addressed to:

Eve LaDue, Contracts Specialist
Office of the Mayor
Homeland Security and Public Safety Team
200 N. Spring Street, Room 303
Los Angeles, CA 90012

The envelope containing the proposal must clearly identify the RFP for which the proposal is being submitted with the following statement:

Facility Assessment Contractor

Persons who deliver a proposal will be issued a "Notice of Receipt of Proposal." The original copy of the submitted proposal will be marked with a time and date stamp. Timely submission of the proposal is the sole responsibility of the Proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be reviewed. All proposals delivered after the stated deadlines will not be accepted and will be returned unopened to the Proposer.

Proposals submitted via U.S. Mail, facsimile, or e-mail will not be accepted.

L. Evaluation Factors

Proposals shall be evaluated on the following categories and may include consideration of any or all of the listed factors at the City's sole discretion.

SELECTION CRITERIA	POINTS
Project Plan (see Narrative 1)	30
Staff Experience and References (see Narrative 2)	40
Contractor's Demonstrated Ability (see Narrative 3)	20
Cost (see Narrative 4)	10
Total Possible	100

Should your agency be selected to provide an oral presentation, an additional 30-point scale will be used.

ORAL PRESENTATION CRITERIA	POINTS
Demonstrated ability	10
Knowledge and Understanding	10
Methodology	10
Total Possible	100

1. Project Plan (30 points)

- Thoroughness, quality, and completeness of responses to questions outlined in Narrative 1
- Practicality, efficiency, and effectiveness of the proposed strategies and methodologies
- Understanding of the project and methodology
- Evaluation of the work plan tasks
- Organization and staffing of project
- Reasonableness and effectiveness of work schedule

2. Staff Experience (30 points)

- Depth and quality of staff members' experience relating to their assigned role
- Staff member's knowledgebase
- Quality and relevance of any references provided
- Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person
- Professional qualifications and education
- Workload and staff availability

3. Contractor's Demonstrated Ability (30 points)

- The Contractor's financial stability and ability to provide the services proposed
- Availability of adequate staffing, including support and backup staff, and the experience and technical expertise of assigned staff
- Depth and quality of the Contractor's experience in developing similar assessments and completing projects.
- Quality and relevance of any references provided
- Expertise of the firm and sub contractors in the fields necessary to complete the tasks
- Experience with similar projects, including adherence to schedules, deadlines and budgets
- Quality of recently completed projects
- Results of reference checks relative to the items outlined in the Scope of Work in this Request for Proposals

Minimum Qualifications

A proposer must meet the following minimum qualifications by the deadline for submittal of proposals:

1. Proposer shall possess a minimum of five (5) years experience in providing services as described in the RFP.
2. Proposer and/or its Project Manager and/or sub-consultant(s) shall have a local presence in Los Angeles, California, and be able to

respond within the same business day to accommodate impromptu meetings or emergencies as they arise.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

4. Cost (10 points)

- Accuracy and completeness of submitted budget(s)
- Allowableness/allocability, reasonableness, and necessity of costs
- Feasibility of budget(s). Costs will be related to the Schedule of deliverables to determine whether sufficient resources are dedicated to tasks and deliverables to ensure a quality product on time.
- Reasonableness, based on the proposed project

NOTE: Proposed costs may be compared against other proposers and against independent cost estimates. The lowest cost proposer may not be determined to be the best proposer when all the evaluation factors have been considered.

The City reserves the right to require a pre-award interview, site inspection and/or telephone conference call with applicants.

5. Oral Presentation (30 points)

Following the evaluation of the written proposals, **up to three (3)** proposers receiving the highest scores **may** be invited to give an oral presentation (power point and other demonstrative tools are acceptable) related to their proposal to the selection committee. In this case, proposers shall provide an in-person presentation to last no more than twenty (20) minutes, which shall be scored out of a total of 30 points. The presentation shall address all of the following topics:

- Demonstrated ability to complete the tasks professionally, completely, and on-time, according to the Project Timeline (up to **10 points**);
- Knowledge and understanding of the project Scope of Work and Timeline (up to **10 points**); and
- Proposer's methodology (up to **10 points**).

After the presentation, the panelists may ask for clarification or explanation of the written proposal or oral presentation.

The selection committee shall award points for each element of the presentation, up to a total **30 points** for the oral presentation. Points from the presentation shall be combined with the points assigned for the written proposal. The selection committee shall recommend the highest scoring proposer for funding.

M. Proposal Review Process

The proposal review process shall include the following major activities to ensure that the procurement meets audit standards:

1. All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.
2. All eligible proposals shall be reviewed, scored, and ranked.
3. Each eligible proposal shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the line-item budget, the project design, and its competitive standing as compared to all other proposals.
4. At the City's sole discretion, oral interviews may be held with top scoring proposers. The results of the oral review will determine the final funding recommendations.

Up to three (3) firms may be invited to attend present an oral presentation on their proposal to the committee before it makes the final selection.

5. Proposers shall be notified in writing about funding recommendations.

N. Contract Award

The selection of any proposal shall not imply acceptance by the Approval Authority or City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time, the EMD Project Manager, in its sole discretion, may terminate negotiations with the selected proposer and begin contract negotiations with the next proposer ranked by the Selection Committee.

O. Proposal Appeal Process

All applicants shall have the opportunity to appeal Department funding recommendations.

1. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the individual designated in Section VI.B, below, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the individual designated in Section VI.B, below, promptly after discovery, but in no event later than five working days before the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

2. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

3. Change Notices

The EMD Project Manager may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the labavn.com website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the EMD Project Manager prior to the proposal due date, regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices.

4. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

5. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

III. GENERAL RFP INFORMATION

A. General Proposal Conditions

1. Costs Incurred by Proposers

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

2. Best Offer

The proposal shall include the proposer's best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of ninety (90) days from the submission deadline.

3. Accuracy and Completeness

The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered. Falsification of any information may result in disqualification.

If the proposer knowingly and willfully submits false performance or other data, the City reserves the right to reject that proposal. If it is determined that a contract was awarded as a result of false performance or other data submitted in response to this RFP, the City reserves the right to terminate the contract.

Unnecessarily elaborate or lengthy proposals or other presentations beyond those needed to give a sufficient, clear response to all the RFP requirements are not desired.

4. Withdrawal of Proposals

Proposals may be withdrawn by written request of the authorized signatory on the proposer's letterhead or by telegram at any time prior to the submission deadline.

5. General City Reservations

The City reserves the right to extend the submission deadline should this be in the interest of the City. Proposers have the right to revise their proposals in the event that the deadline is extended.

The City reserves the right to withdraw this RFP at any time without prior notice. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all submissions.

If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified or not cost effective, the City may at its sole discretion reissue the RFP or execute a sole-source contract with a vendor.

The City shall review and rate submitted proposals. The proposer may not make any changes or additions after the deadline for receipt of proposals. The City reserves the right to request additional information or documentation, as it deems necessary.

The City reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points awarded.

The City reserves the right to require a pre-award interview and/or site inspection.

The City reserves the right to waive minor defects in the proposal in accordance with the City Charter.

If the selection of the proposer is based in part on the qualifications of specific key individuals named in the proposal, the City must approve in advance any changes in the key individuals or the percentage of time they spend on the project. The City reserves the right to have the Contractor replace any project personnel.

6. Contract Negotiations

Proposers approved for funding shall be required to negotiate a contract with the City, with the best terms and conditions originally offered in the proposal binding the negotiations. The City reserves the right to make a contract award contingent upon the satisfactory completion by the proposer of certain special conditions. The contract offer of the City may contain additional terms or terms different from those set forth herein.

As part of the negotiation process, the City reserves the right to:

- fund all or portions of a proposer's proposal and/or require that one proposer collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
- use other sources of funds to fund all or portions of a proposer's proposal;
- require that a funded proposer utilize a facility designated by the

City for purposes of implementing its project;

- elect to contract directly with one or more of the identified collaborators;
- require all collaborators identified in the proposal to become co-signatories to any contract with the City.

7. Standing of Proposer

Regardless of the merits of the proposal submitted, a proposer may not be recommended for funding if it has a history of contract non-compliance with the City or any other funding source, poor past or current contract performance with the City or any other funding source, or current disputed or disallowed costs with the City or any other funding source.

Contractors/Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply; however, they will not be eligible to receive any funding, if awarded under this RFP process, until this sanction is removed.

The City will enter into an agreement only with entities that are in good standing with the California Secretary of State.

8. Contractor Responsibility Ordinance

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Ordinance.

This Ordinance requires that all proposers/bidders complete and return, with their response, the responsibility questionnaire included in this procurement. Failure to return the completed questionnaire may result in the proposer/bidder being deemed non-responsive.

The Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within thirty calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract.

Pursuant to the Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Ordinance, requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of

the Ordinance; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Ordinance.

9. Proprietary Interests of the City

All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and subject to the State of California Public Records Act. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the proposers claim are exempt from the California Public Records Act (California Government Code Section 6250 et seq.).

In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following:

"The proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of a proposer's right to exemption from this disclosure.

10. Discount Terms

Proposers agree to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under this agreement which meet the discount terms.

11. Equal Benefits Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). Bidders/Proposers shall refer to Exhibit 6 for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their proposal, the Equal Benefits Ordinance Compliance Form (three (3) pages) contained in the Exhibits. The Application for Reasonable Measures Determination (one (1) page) and the Application for Provisional Compliance (two (2) pages) have been included in the Exhibits but should be submitted only if applicable. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, supporting documentation verifying that the benefits are provided equally shall be required of the Bidder/Proposer that is selected for award of a contract.

The forms included with this RFP/RFQ are as follows:

- EBO Summary: Questions and Answers (4 pages)
- Instructions for Completing EBO forms (1 page)
- EBO Compliance Form (3 pages)
- Application for Reasonable Measures Determination (1 page)
- Application for Provisional Compliance (2 pages)

11. Statutes and Regulations Applicable To All Grant Contracts

Any contract awarded pursuant to this RFP/RFQ shall be subject to the statutes and regulations applicable to this grant contract as attached as Exhibit M. Contractor shall be required to abide by these statutes and regulations as these statutes and regulations shall be incorporated into the Contract between the City and the Contractor regarding this project.

13. Slavery Disclosure Ordinance

This section is not applicable to this contract, and is intentionally left blank.

14. Americans with Disabilities Act.

Any contract awarded pursuant to this RFP/RFQ shall be subject to the following:

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

15. Child Support Assignment Orders

Any contract awarded pursuant to this RFP/RFQ shall be subject to the following:

This Contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance

with California Family Code Section 5230 et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by City. Any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City.

Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

16. Assurances

As a condition to the award of a Contract pursuant to this RFP, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

The Contractor also assures that it will comply with all regulations implementing the laws listed above. This assurance applies to the Contractor operation of the program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

B. Documents Required with Proposal

1. Proposers Workforce Information (Exhibit B)

2. Statement of Non-Collusion (Exhibit C)
3. Contractor Responsibility Questionnaire (Exhibit D)
4. Pledge of Compliance with Contractor Responsibility Ordinance (Exhibit E)
5. EBO Compliance Forms (Exhibit F)
6. Non-Discrimination/Equal Employment Practices/Affirmative Action Documents (Exhibit G)
7. MBE/WBE/OBE Outreach Forms (Exhibit H)
8. Certification and Disclosure Regarding Lobbying (Exhibit I)
9. Certification Regarding Debarment (Exhibit J)
10. Drug-Free Workforce Form (Exhibit K)
11. Bidder Certification Form (Exhibit L)

C. Contract Execution Requirements

If recommended for funding, the proposer shall be required to enter into an agreement with the City of Los Angeles and comply with the requirements listed below.

Failure to comply with these requirements will result in non-execution of the contract. The contract will incorporate the standard provisions for City agreements. A copy of the City's Standard Agreement is available upon request. The agreement with the selected proposer(s) will be on a **VARIABLE** to-be-negotiated fee-for-performance basis **OR** on a line item cost reimbursement basis.

1. Insurance Certificates
Contractors may be required to maintain insurance at a level to be determined by the City's Risk Manager, with the City named as an additional insured. Contractors who do not have the required insurance should include the cost of insurance in their bid. Contractors will be required to provide insurance at the time of contract execution. Bidders/Proposers shall refer to Exhibit A for City of Los Angeles Insurance Requirements.
2. Secretary of State Documentation
All contractors are required to submit one copy of their Articles of Incorporation, partnership, or other business organizational documents (as appropriate) filed with the Secretary of the State. Organizations must be in good standing and authorized to do business in California.
3. Corporate Documents
All contractors who are organized as a corporation or a limited liability company are required to submit a Secretary of State Corporate Number, a copy of its By-Laws, a current list of its Board of Directors, and a Resolution of Executorial Authority with a Signature Specimen.
4. City Business License Number
All contractors are required to submit one copy of their City of Los Angeles Business License, Tax Registration Certificate or Vendor Registration Number. To obtain a Business Tax Registration Certificate (BTRC) call

the City Clerk's Office at (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, Tax and Permit Division, 201 North Main Street, Los Angeles, CA 90012.

5. Proof of IRS Number (W-9)

All contractors are required to complete and submit Proof of IRS Number (W-9) Form.

6. Certifications

Contractor shall provide copies of the following documents to the City:

- A. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549, is attached as Exhibit J.
- B. Certification and Disclosure Regarding Lobbying (not required for contracts under \$100,000). Bidders/Proposers shall refer to Exhibit I for Certification form.
- C. Contractor shall also file a disclosure Form at the end of each calendar quarter during which any event requiring disclosure, or which materially effects the accuracy of the information contained in any previously filed Disclosure Form, occurs.
- D. A Certificate Regarding Drug-Free Workplace Requirement is attached as Exhibit K.
- E. A Bidder Certification Form as required by Los Angeles Municipal Code Sections 10.40.1 (h) and 10.37.1 (i) (b) is attached as Exhibit L.

7. Non-Discrimination/Equal Employment Practices/Affirmative Action Plan

All contractors who are awarded contracts in excess of \$5,000 are required to comply with the City's Affirmative Action Policies and must submit an Affirmative Action Plan if awarded the contract (Exhibit G).

8. Collaboration

The City may, at its discretion, require two or more **proposers to collaborate** as a condition to contract execution.

D. Contractor Evaluation

At the end of the contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the

expertise of personnel that the Contractor assigns to the contract. A copy of the Contractor Evaluation Form is available upon request. The Contractor will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other contracts.

IV. PROPOSAL PACKAGE

A. General Preparation Guidelines

If a proposer does not follow these instructions and/or information is left out or a particular exhibit is not submitted, the proposer may be ineligible and excluded from the review.

1. The proposal must be submitted in the legal name of the firm or corporation and the corporate seal must be embossed on the original proposal. An authorized representative of the applicant organization who has legal authority to bind the organization in contract with the City must sign the proposal.
2. Proposers must submit one original together with five (5) stapled copies. The original must be marked "Original" on the cover and must bear the actual "wet" signature(s) of the person(s) authorized to sign the proposal. The copies must be numbered on the upper right hand side of the cover to indicate "Copy No. ____." Staple all pages firmly in the upper left-hand corner. **Specialized coverings, paper clips, spiral wire binding or other removable fasteners are not acceptable.**
3. All proposals must be accompanied by a cover letter that should be limited to **one page**. The letter must:
 - Include the title, address, telephone number, fax number, and e-mail of the person(s) who will be authorized to represent the proposer and each collaborator;
 - Be signed by the person(s) authorized to bind the agency to all commitments made in the proposal and, if applicable, be accompanied by a copy of the Board Resolution authorizing the person(s) to submit the proposal. If a Board Resolution cannot be obtained prior to proposal submission, it may be submitted no later than **three (3) calendar weeks** after the proposal submission deadline;
 - Identify the individual or firm which prepared or assisted in preparing the proposal. If that individual or firm will not participate in the implementation of the project, describe how the transfer of responsibility will occur to ensure timely implementation

Proposals must be submitted in the English language. Numerical data must be in the English measurement system; costs must be in United States dollars.

4. Narratives are limited to the number of pages indicated and must follow these standards:
 - Font size – 12 points

- Margins – At least 1 inch on all sides
- Line spacing – Single-spaced
- Single-sided, plain white paper

Pages in excess of the stated limits will not be read and will not be considered in scoring.

5. Each page of the proposal, including exhibits, must be numbered sequentially at the bottom of the page to indicate Page __ of __.
6. Please use the indicative mood (will, shall, etc.) in narratives rather than the subjective (would, should, etc.) so that proposals can be easily converted to contract form.
7. The Proposal Checklist lists all narratives, exhibits and certifications that must be included in the proposal. In assembling the completed proposal, please insert the exhibits and certifications where they are indicated in the Proposal Checklist. The Proposal Checklist will serve as your Table of Contents.
8. Answers should be as concise as possible while providing all the information requested.
9. In completing the narratives and exhibits, including the budget, please include and clearly identify the services to be provided by and the demonstrated ability of subcontractors, if any.

B. Narratives

1. Narrative 1 – Project Plan – limit 10 pages

a. Table of Contents

The table of contents should outline, in sequential order, the major sections of the proposal as listed below, including all other relevant documents requested for submission. All pages of the proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

Maximum 2 pages

b. Executive Summary

The executive summary should summarize your firm's qualifications and experience, describe the overall approach to and methodology of the project and identify the key project tasks and deliverables.

Maximum 1 page

c. Overall Approach and Methodology

In this section, the proposal should include the following:

- Detailed discussion on the Proposer's overall approach and methodology to complete the proposed scope of work.
- Project Work Plan and Schedule: A project work plan and schedule that identifies project phases, tasks, and staff allocated for each major task, milestones, deliverables and start and completion dates for each major task necessary to address each scope of work requirement. The Proposer should describe the time requirement for the initiation and completion of each task delineated herein.
- Description of any software or computer databases the Proposer plans to use to generate floor plans, maps, and aerial images;
- Discussion of the overall resources of your firm to accomplish the work, including available personnel and equipment. Describe how you will staff this project and which task(s) in which phases would be assigned to each staff member(s). Describe the anticipated percentage of time to be dedicated to this project by each assigned staff member;
- Description of current and projected workload of Proposer and general workload of the staff to be assigned to the project. Describe how you would manage this project given the workload of other contracts;
- For any Sub-Contractors that may be utilized, a description of the services to be performed and how Proposer plans to coordinate the work with the subcontractors;
- A list identifying: (i) each key person on the project team; (ii) the project manager; (iii) the role each will play in the project; and (iv) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval; and

2. Narrative 2 – Staff Experience and References – limit 5 pages (page limit does not include references or resumes)

Describe proposer's qualifications, technical experience, and capability to provide the services solicited. The following are some guidelines; you do not need to answer questions individually:

a. Proposer's Qualifications and Experience

In this section, the proposal should include the following:

- A description of the Proposer's organizational history and structure.

- The number of years Proposer provided similar service(s). Please indicate whether the City has previously awarded any contracts to the Proposer;
- A list of all principals, owners or directors;
- Detail regarding primary Proposer's overall qualifications and experience to perform project management and tasks similar to the scope of work described in this RFP;
- Demonstration that Proposer has previously completed at least two (2) and not more than four (4) similar projects during the past three (3) years, particularly with governmental entities. Proposer must list the name of each entity, its address, telephone number, contact person, scope of work performed, project cost, and contract term for each entity identified. Descriptions should be limited to one page for each project. The City reserves the right to contact any entity as part of the evaluation process;
- One sample of a project comparable in size and scope to the work product requested in this RFP that has been prepared within the past three (3) years. Any Plan created by a sub-contractor(s) shall not satisfy this requirement; and
- A current resume of any Sub-Contractors/ or other team member/s that may be utilized on this project including overall experience and any unique experience that will be offered to the project.

b. Team Qualifications

The Proposer must provide a description of the experience and qualifications of the project team members.

- Explain team members' knowledge of architectural standards, technology, and mapping as it pertains to this project.
- Provide no more than one written reference for each team member/subcontractor; references should pertain to team member's work that is similar in content or nature to the work that he/she will perform on this project.

c. References

- Provide a minimum of three (3) references on letterhead from former clients of the lead consulting firm, team member and each subcontractor, for the provision of similar services within the past three (3) years. Include name of reference, contact name, period of time, and overall work performed. Sufficient documentation must be provided to determine level of experience.

- Provide a list of clients that have, for whatever reason, discontinued to use your services within the past three (3) years, and indicate the reasons for the same.
- References are subject to verification by the City of Los Angeles (City) as part of the evaluation process. The City reserves the right to contact any reference as part of the evaluation process.

3. Narrative 3 – Contractor’s Demonstrated Ability – limit 2 pages (page limit does not include references)

- Indicate the Contractor’s financial stability.
- Describe the availability of adequate staffing, including support and backup staff.
- Describe the Contractor’s experience in developing strategic documents and completing projects related to this project.

4. Narrative 4 – Cost Proposal – limit to 3 pages

- Create an accurate and complete budget(s).
- Substantiate how your proposed budget(s) will ensure sufficient dedication of resources so that a quality product will be completed according to the Schedule of Deliverables.
- Describe allowableness/allocability, reasonableness, and necessity of costs.

5. Narrative 5 (optional) – Additional Information – limit to 2 pages

Present any critical information that has not been requested in this RFP.

C. Documents to be Completed

Proposers must complete and submit all of the Attachments, Exhibits and Certification forms. **Do not assume that any document is not applicable.** Use the Proposal Checklist as a guide.

D. Proposal Checklist – Documents to be Submitted with Proposal

1. Narrative 1 – Project Plan
2. Narrative 2 – Staff Experience and References
3. Narrative 3 – Contractor’s Demonstrated Ability
4. Narrative 4 – Cost Proposal
5. Narrative 5 – (optional) – Additional Information
6. Proposer Workforce Information – Exhibit B
7. Affidavit of Non-Collusion – Exhibit C
8. Contractor Responsibility Questionnaire – Exhibit D
9. Pledge of Compliance with Contractor Responsibility Ordinance (Exhibit E)
10. EBO Compliance Forms – Exhibit F
11. Non-Discrimination/Equal Employment Practices/Affirmative Action Documents – Exhibit G

12. MBE/WBE/OBE Outreach Forms – Exhibit H
13. Certification and Disclosure Regarding Lobbying – Exhibit I
14. Certification Regarding Debarment – Exhibit J
15. Drug-Free Workforce Form – Exhibit K
16. Bidder Certification Form – Exhibit L

EXHIBIT A

INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: Request for Proposal - Mayor's OfficeDate: 02/24/2010Agreement/Reference: Points of Dispensing (POD) project consultant

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

Limits

☒ Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	

☒ General Liability	<u>\$1,000,000</u>
☒ Products/Completed Operations ☐ Fire Legal Liability ☐ ☐ Sexual Misconduct	

☒ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
--	--------------------

Professional Liability (Errors and Omissions)

 Discovery Period 12 Months After Completion of Work or Date of Termination

☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)	
☐ All Risk Coverage ☐ Flood ☐ Earthquake ☐ Boiler and Machinery ☐ Builder's Risk ☐	

☐ Pollution Liability	
---	--

☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
--	----------------------------

☐ Crime Insurance	
---	--

Other: _____

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** **An Insurance Industry Certificate of Insurance (such as an ACORD Certificate)** containing a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If the policy includes an automatic or blanket additional insured endorsement, the ACORD must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **Insurance Industry Certificates of Insurance**:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates of Insurance** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Electronic submission is the preferred method of submitting your documents. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System Compliance System at <http://www.lacity.org/cao/risk/index.htm>

4. **Renewal** When an existing policy is renewed, submit an Insurance Industry Certificate of Insurance or a renewal endorsement. If your policy number changes, you must submit a new Additional Insured Endorsement.
5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://www.lacity.org/cao/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from (www.lacity.org/cao/risk). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of CONTRACTOR/CONSULTANT.
10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY -required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://www.imwis.com/citylosangeles.htm> or call (213) 327-0298 for more information.

EXHIBIT B

PROPOSER WORKFORCE INFORMATION

PROPOSER WORKFORCE INFORMATION

A. General Information

Proposer's Name (legal name of entity) _____

Headquarters of Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Email _____

Telephone: _____ Fax: _____

Number of Employees Residing in the City of Los Angeles: _____

Total Number of Employees: _____

Percentage of Employees Residing in the City of Los Angeles: _____

EXHIBIT C

STATEMENT OF NON-COLLUSION

STATEMENT OF NON-COLLUSION

I, _____ (name of Proposer), declare:

1. That I am authorized to submit this bid or proposal on behalf of
_____ (name of contractor), and,
2. That the bid is genuine, not a sham or collusive, nor is it made in the interest of, or on behalf of, any person not herein named; and no one has directly or indirectly induced or solicited any other Proposer or Proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding; and no one has in any manner sought by collusion to secure for himself/herself an advantage over any other Proposer or Proposer.

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

Signature

Executed this _____ day of _____, _____ at
(Month) (Year)

_____, _____
(Print Name of City) (State)

EXHIBIT D

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract

City Contact Person

Phone

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address

City

State

Zip

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

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

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

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

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

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

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

E. PERFORMANCE HISTORY

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

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

☐ **Yes** ☐ **No**

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

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

F. DISPUTES

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

(a) Payment to subcontractors?

☐ **Yes** ☐ **No**

(b) Work performance on a contract?

☐ **Yes** ☐ **No**

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

☐ **Yes** ☐ **No**

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

G. COMPLIANCE

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ Yes ☐ No

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

H. BUSINESS INTEGRITY

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

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

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

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

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

OTHERS

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

EXHIBIT E

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

EXHIBIT F

EQUAL BENEFITS ORDINANCE (EBO)

Equal Benefits Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). Bidders/Proposers shall refer to Attachment/Appendix ____ for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their proposal, the Equal Benefits Ordinance Compliance Form (three (3) pages) contained in the Attachment/Appendix. The Application for Reasonable Measures Determination (one (1) page) and the Application for Provisional Compliance (two (2) pages) have been included in the Attachment/Appendix but should be submitted **only** if applicable. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, supporting documentation verifying that the benefits are provided equally shall be required of the Bidder/Proposer that is selected for award of a contract.

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

1. What is the Equal Benefits Ordinance?

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

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

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

3. When does the Ordinance become applicable?

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

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

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

5. Who is covered by the Ordinance?

The Ordinance applies to the following:

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

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

The Ordinance requires the contractor to:

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

7. Are subcontractors also covered?

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

8. What benefits are included?

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

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

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

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

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

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

The City may take the following steps:

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

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

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

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

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

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

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

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

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

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

16. Where can a domestic partnership be registered?

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

Los Angeles County

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

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

City of West Hollywood

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

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

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

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

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

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

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

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

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

CITY OF LOS ANGELES

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

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

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

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

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

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

Approximate Number of Employees in the United States: _____

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

COMPLIANCE

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

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

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

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

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

DECLARATION UNDER PENALTY OF PERJURY

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

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

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

Federal ID Number

CITY OF LOS ANGELES

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

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

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

REASONABLE MEASURES

CITY OF LOS ANGELES

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

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

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

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

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

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

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

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

ACKNOWLEDGEMENT REGARDING APPLICATION

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

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

Name of Signatory (Print)	Signature	Title	Date
---------------------------	-----------	-------	------

PROVISIONAL COMPLIANCE

CITY OF LOS ANGELES

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

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

APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

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

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

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

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

B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

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

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

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

PROVISIONAL COMPLIANCE

C. COLLECTIVE BARGAINING AGREEMENTS

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

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

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

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

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

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

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

Name of Signatory (Print)	Signature	Title	Date
---------------------------	-----------	-------	------

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

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

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

DECLARATION UNDER PENALTY OF PERJURY

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

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

Name of Company	Name of Signatory (Print)	Signature	Title
-----------------	---------------------------	-----------	-------

EXHIBIT G

**NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/AFFIRMATIVE
ACTION DOCUMENTS**

CITY OF LOS ANGELES

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

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

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

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

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

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

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

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

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

D. Subcontractors:

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

E. Equal Employment Opportunity Officer:

Please be advised that _____ is hereby

 NAME OF DESIGNEE TITLE

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

_____, () _____
 WORK ADDRESS TELEPHONE

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

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

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

 COMPANY NAME

 AUTHORIZED SIGNATURE

 ADDRESS

 NAME AND TITLE (TYPE OR PRINT)

 CITY, COUNTY, STATE, ZIP

A-1

 TELEPHONE

 DATE

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

A-7

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

EXHIBIT H

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



Good Faith Effort

HELPFUL HINTS

The City of Los Angeles implemented its own Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) /Other Business Enterprise (OBE) Subcontractor Outreach Program, **Good Faith Effort**, through Mayoral Executive Directive 2001-26. This program requires that prime contractors (Proposers) bidding on City - funded contracts actively reach out to MBEs, WBEs and OBEs who can potentially perform subcontracting work. This applies to those City contracts estimated to cost more than \$100,000 and found to offer subcontracting opportunities.

Nothing set forth in this guide supersedes the information stated in the Request for Proposals.

Summary of Deadlines for Date Sensitive Indicators		Proposal Due Date:
Indicator	Deadline Guideline	Indicator Deadline
8 – Outreach Letters	15 Calendar days prior to the bid date	
4 – Advertisement	10 Calendar days prior to the bid date	
5 – Letters to Subs	10 Calendar days prior to the bid date	
6 – Follow up calls	3 Calendar days prior to the bid date	
GFE documentation	Same day as proposal response, unless otherwise indicated in RFP	

Sample on calculating the indicator deadlines based on a February 20 RFP due date.

Summary of Deadlines for Date Sensitive Indicators		Bid date: 2/20
Indicator	Deadline Guideline	Indicator Deadline
8 – Outreach Letters	15 Calendar days prior to the bid date	2/05
4 – Advertisement	10 Calendar days prior to the bid date	2/10
5 – Letters to Subs	10 Calendar days prior to the bid date	2/10
6 – Follow up calls	3 Calendar days prior to the bid date	2/17
GFE documentation	Same day as proposal response	2/25

February						
SU	M	T	W	TH	F	S
					1	2
3	4	5 15 CDP	6 14 CDP	7 13 CDP	8 12 CDP	9 11 CDP
10 10 CDP	11 9 CDP	12 8 CDP	13 7 CDP	14 6 CDP	15 5 CDP	16 4 CDP
17 3 CDP	18 2 CDP	19 1 CDP	20 XXX	21	22	23
24	25	26	27	28	29	



Good Faith Effort

HELPFUL HINTS

GOOD FAITH EFFORT INDICATORS

INDICATOR #	INDICATOR TYPE	POINTS
1	Level of Anticipated MBE/WBE/OBE Participants	0
2	Attendance at Pre-Bid Meeting	10
3	Sufficient Work Identified for Subcontractors	10
4	Advertisement	9
5	Written Notices to Subcontractors	15
6	Follow Up on Initial Solicitation	10
7	Plans, Specifications, and Requirements	5
8	Contacted Recruitment/Placement Organizations	10
9	Negotiated in Good Faith	26
10	Bonds, Lines of Credit, and Insurance Assistance	5
TOTAL		100

INDICATOR 2 - PRE BID MEETING (Proposers' Conference)

- Be on time and attend the entire meeting.
- No credit will be given for tardiness or for leaving the meeting before its completion.
- Sign the attendance sheet.
- Ask for a copy of the attendance sheet at the end of the meeting and include it in your GFE documentation.

Did you know?

- If you have attended previous Pre-bid meetings, you don't have to attend subsequent pre-bid meetings to receive credit (unless they are designated as Mandatory). However, to receive credit you must:
 - Fax or mail a waiver letter to the office reviewing GFE documentation (Awarding Authority) and indicate that you are aware of the Good Faith Effort requirements for [project name].
 - Fax or mail must be received before the start of the pre-bid meeting.
 - Submit the fax transmittal confirmation or copy of the metered envelope or certified mail receipt, and the waiver letter with your GFE documentation.



Good Faith Effort HELPFUL HINTS

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 1, 2009

[Insert Contact Information for Awarding Authority]
1 Main St.
Los Angeles, CA 90015

Re: Waiver for Pre-bid Meeting

To Whom It May Concern:

I'm aware and understand the requirements of the MBE/WBE/OBE Subcontractor Outreach Program and would like to waive my attendance to the pre-bid meeting for the below referenced project.

Project Title: *(Insert Project Title)*
Pre-bid Date: *(Insert Pre-bid meeting date)*

Sincerely,

(Insert your name)
(Insert your position/title)



Good Faith Effort HELPFUL HINTS

**** Transmit Conf. Report ****

p.1

January 1 2088 08:12

Fax/Phone Number	Mode	Start	Time	Page	Result
92138475526	NORMAL	1, 08:12	0'36"	1	* OK

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 1, 2009

[Insert Contact Information for Awarding Authority]

1 Main St.

Los Angeles, CA 90015

Re: Waiver for Pre-bid Meeting

To Whom It May Concern:

I'm aware and understand the requirements of the MBE/WBE/OBE Subcontractor Outreach Program and would like to waive my attendance to the pre-bid meeting for the below referenced project.

Project Title: *(Insert Project Title)*

Pre-bid Date: *(Insert Pre-bid meeting date)*

Sincerely,

(Insert your name)

(Insert your position/title)



Good Faith Effort

HELPFUL HINTS

INDICATOR 3 – WORK AREAS

- Work Areas are selected by identifying specific items of the project which the Proposer will outreach to and solicit sub-consultants/vendors who can be used.
- To earn points, work areas must be listed either in Indicator 4 (Advertisement) or Indicator 5 (Letters to Potential Subs).
- Any work area that you cannot complete (as the Proposer) **should** be listed as a work area.
- If as the Proposer, you are able to complete all the work areas yourself you have other options:
 - Identify work areas that are potential areas to subcontract even though you are capable of doing these areas yourself.
 - Perform an outreach to the suppliers which are specific for the project.
- Remember that **ALL** work areas that you propose utilizing a subconsultant or vendor **MUST** be represented in your GFE.
 - Even if you have had a previous relationship with a subconsultant/vendor, you still must list their relevant work area.
- An exception could be granted in the event that your firm has a pre-existing contract, for a specific duration that can only be canceled for cause, and requires the exclusive use of said sub-consultant or vendor.



Good Faith Effort

HELPFUL HINTS

INDICATOR 4 – ADVERTISEMENT

- Advertisement must be PUBLISHED not less than 10 calendar days prior to the proposal due date in a *reputable source*, and a *proof of publication affidavit* must be submitted with your GFE documentation. Consideration will be given to the wording of the ad.
 - 10 days prior to the Proposal due date.
 - Must be **published** by the deadline.
 - It is your responsibility to ensure that the advertisement is published on time, and that the wording is correct.
 - No credit will be given if the ad is published electronically.
 - Here's how to calculate the deadline from the Proposal due date: Please see page 1.
 - Required one day, one publication minimum.
 - Definition of a Reputable publication
 - Not a free publication
 - Not an online publication
 - Please see list of pre-approved publications.
 - Credit may be given for Advertisement published in other publications, outside the pre-approved list. However, it is recommended that you contact the department reviewing your GFE documentation to confirm its acceptability.
 - Proof of publication
 - Submit the publication affidavit which must include a legible copy of the advertisement.
 - Submit the original ENTIRE page of the publication in which the advertisement appears.
 - A cutout of the header along with your advertisement is not acceptable.
 - When publishing in newspapers, the Advertisement should be in the Bids Wanted, Legal Notices section of the Classified Ads, Subcontracting Opportunities or Business Opportunities not the Employment Opportunities Section.
 - Text of advertisement should include:
 - City of Los Angeles project name
 - Your firm's name
 - Areas of work to be subcontracted/supplied
 - Contact person's name



Good Faith Effort

HELPFUL HINTS

- Contact person's address
- Contact person's telephone number
- Detailed information on availability of plans and specifications
- Bidder's policy concerning assistance in obtaining bonds, lines of credit, and insurance
- Is it limiting?
- Must be addressed to MBEs, WBEs, and OBEs.
- If you state a deadline, those solicited should have ample time to respond to the advertisement.

SAMPLE OF ADVERTISEMENT

Requesting Sub-bids from Qualified MBE/WBE/OBE
Subcontractors/Vendors for:

PROJECT NAME

Owner: City of Los Angeles [Department Name]

Proposal due Date & Time

For information on the availability of plans and specifications and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit, and/or insurance, please contact our office.

Bidder's Name

Address

Telephone Number and Fax Number

Contact Person



Good Faith Effort

HELPFUL HINTS

LIST OF PUBLICATIONS

The following publications have been used by previous bidders and were verified as acceptable sources of outreach. The City of Los Angeles does not recommend or endorse any publication. The list is not an all inclusive list of acceptable publications. If you would like to use other publications, it is recommended that you contact staff of the department that will be reviewing GFE documentation to confirm the acceptability of the publication prior to placing your Ad.

CONSTRUCTION MARKET DATA

2625 Manhattan Beach Blvd.
Redondo Beach, CA 90278
Contact: Vikki Darmiento
800-242-9747; 800-850-9009 Fax

DAILY NEWS

P.O. Box 4200
Woodland Hills, CA 91365
Contact: Jacqueline White
818-713-3393; 818 713-3377 Fax

DODGE CONSTRUCTION NEWS/GREENSHEET

148 Princeton Heightstown Rd. N-1
Heightstown, N.J. 08520
888-814-0513; 888-478-7703 Fax

LA OPINION

700 Flower St., Ste. 300
Los Angeles, CA 90017
Contact: Yolanda Treto
213-896-2260; 213-896-2238 Fax

ONLY CONSTRUCTION-RELATED PROJECTS

LOS ANGELES SENTINEL

3800 Crenshaw Blvd., Suite 202
Los Angeles, CA 90008
323-299-3800; 323-299-3896 Fax

MINORITY BIDDERS

BULLETIN & CONSTRUCTION UPDATE

16885 W. Bernardo Dr. #335
San Diego, CA. 92127
Contact: Jim Wiegele
858-487-2600; 858-487-3500 Fax

SMALL BUSINESS EXCHANGE

703 Market St. Ste. 1000
San Francisco, CA 94113
1-800-800-8534
415-778-6250; 415-778-6255 Fax

DAILY BREEZE

21250 Hawthorne Blvd, Suite 170
Torrance, CA 90503
310- 540-5511 x6372 or x6635
310-316-6827 Fax (for legal ads)

LOS ANGELES TIMES 213-237-5000 x2 (Classified Ads)

GLENDAL NEWS PRESS and BURBANK LEADER 818-637-3401 or 818-637-3200

LOS ANGELES BUSINESS JOURNAL 323-549-5225 x215

LONG BEACH PRESS TELEGRAM 562-499-1236 or 562-499-1473

W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS or THOMAS BID REGISTER
800-570-7070 or 951-506-1887



Good Faith Effort HELPFUL HINTS

SAMPLE AFFIDAVIT

SAMPLE OF Proof of Publication of

California, this 5th day of February 2009

PROOF OF PUBLICATION AFFIDAVIT

**(AFFIDAVIT IS PROVIDED BY THE
PUBLICATION**
(2015.5.C.C.P.)

Jeremiah Brown

Signature

STATE OF CALIFORNIA,
County of Los Angeles

(BIDDING firm's name here)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the DEF News a newspaper of general circulation, printed and published 7 times weekly in the Cities of Los Angeles, Burbank & San Fernando, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, under the date of May 26, 1983, Case **Number Adjudication #** ; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

February 1, 2009

All in the year of 2009

I certify (or declare) under penalty of perjury that the forgoing is true and correct.

Copy of Ad included
here

Dated **at the City,**

INDICATOR 5 – LETTERS TO POTENTIAL SUBS



Good Faith Effort

HELPFUL HINTS

- Letters must be sent to available MBEs, WBEs, and OBEs, not less than 10 calendar days prior to the proposal due date, for *each work area* listed in either Indicator 4 or Indicator 5.
 - Letters must be sent to at least 3 MBEs, 3 WBEs, and 3 OBEs for **EACH** of the work areas listed. Consideration of the amount of firms available for each work area is also a factor for achieving the Indicator's points.
 - Use the www.labavn.org website to identify and contact MBEs, WBEs, or OBEs.
 - Another source of MBEs, WBEs, or OBEs can be found on www.lacity.org/bca website.
 - If you have difficulty locating MBEs, WBEs, or OBEs for any of your work areas, contact the department reviewing your GFE documentation for assistance.
 - The City currently accepts certification from the LA City, MTA, CalTrans, along with other agencies under the California Unified Certification Program (CUCP) and Southern California Minority Business Development Council (SCMBDC).
 - Letters must also be sent to those firms with whom you have had a previous working relationship and believe you may want to use on this contract.
 - In good faith, you must send letters to all available MBE, WBE, and OBE firms who may have an interest in bidding in the same specified work areas as the subcontractors/vendors with whom you have had a previous working relationship.
- Letters should contain:
 - City of Los Angeles project name
 - Specified work areas
 - Your company's name
 - Contact person's name
 - Contact person's address
 - Contact person's telephone number
 - Detailed information on availability of plans and specifications
 - Bidder's policy concerning assistance in obtaining bonds, lines of credit, and insurance
- Please see Page 1 for notes on:



Good Faith Effort

HELPFUL HINTS

- Calculating this Indicator's due date from the Project/ Proposal due date
- To earn points you must:
 - Fax or Mail the letters on time
 - Include all requirements in the letter's language.
 - Submit copies of each of the letters sent or one master notification including a listing of each firm sent the letter, AND
 - If mailed: copies of the metered envelopes or certified mail receipts.
 - If faxed: copies of the fax transmittal confirmation sheet(s). No credit for error messages, busy, cancelled, etc.
 - No credit for information that is emailed.



Good Faith Effort

HELPFUL HINTS

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 15, 2088

Attn: Estimator
Subconsultants, Inc.
468 Los Feliz Blvd.
Los Angeles, CA 90014

Re: Request for sub bids

To Whom It May Concern:

ABC Corporation is a consulting firm responding to the Request for Proposals (RFP) for the project listed below:

Project: *(Insert Project Title)*

Proposal Due Date: *(Insert RFP Due Date)*

We are seeking sub-bids from MBE, WBE, OBE subcontractors/ subconsultants, and material and/or equipment suppliers in the areas of work included in, but not limited to, those listed below:
(List specified work areas here)

ABC Corporation encourages all interested MBE, WBE, and OBE companies to contact us at least 5 days prior to the proposal due date to review with us your proposed scope of work.

The plans, specifications, and copies of the bid proposal are available for review at our office at 1234 Broadway Ave, Suite 1400, Los Angeles, CA 90042 Monday through Friday, 8:00 am to 5:00 pm.

We are willing to assist all MBE, WBE, OBE subcontractors/suppliers in obtaining bonds, lines of credit, and/or insurance.

If you are interested in participating in this project, please contact Shirley Marin at (213)111-2222.

Sincerely,

Shirley Marin
Project Manager



Good Faith Effort

HELPFUL HINTS

** Transmit Conf. Report **

p.1

January 15 2088 10:11

Fax/Phone Number	Mode	Start	Time	Page	Result
92134561245	NORMAL	15,10:11	0'36"	1	* OK

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 15, 2088

Attn: Estimator
Construction Superstore
468 Los Feliz Blvd.
Los Angeles, CA 90014

Re: Request for sub bids

To Whom It May Concern:

ABC Corporation is a construction firm bidding on the project listed below:

Project: *(Insert Project Title)*
Bid Due Date: *(Insert Bid Date)*

We are seeking sub-bids from MBE, WBE, OBE subcontractors, and material and/or equipment suppliers in the areas of work included in, but not limited to, those listed below:
(List specified work areas here)

ABC Corporation encourages all interested MBE, WBE, and OBE companies to contact us at least 1 day prior to the bid due date to review with us your proposed scope of work.

The plans, specifications, and copies of the bid proposal are available for review at our office at 1234 Broadway Ave, Suite 1400, Los Angeles, CA 90042 Monday through Friday, 8:00 am to 5:00 pm.

We are willing to assist all MBE, WBE, OBE subcontractors/suppliers in obtaining bonds, lines of credit, and/or insurance.

If you are interested in participating in this project, please contact Shirley Marin at (213)111-2222.

Sincerely,

Shirley Marin
Project Manager



Good Faith Effort

HELPFUL HINTS

SAMPLE OF METERED ENVELOPE

Your Company Name Street/P.O. Address City, State, Zip Code	Metered Stamp Here
Potential Subcontractor/Vendor Street/P.O. Address City, State, Zip Code	

Metered date must be readable.



Good Faith Effort

HELPFUL HINTS

Work Area	Subcontractors/Vendors Outreached		
	MBE	WBE	OBE
# 1	(Insert names of MBE companies outreached for specified work area #1)	(Insert names of WBE companies outreached for specified work area #1)	(Insert names of OBE companies outreached for specified work area #1)
# 2	(Insert names of MBE companies outreached for specified work area #2)	(Insert names of WBE companies outreached for specified work area #2)	(Insert names of OBE companies outreached for specified work area #2)

Indicator 5: Breakdown of Subcontractors/Vendors Outreached



Good Faith Effort

HELPFUL HINTS

INDICATOR 6 – FOLLOW UP TO LETTERS

- You must document all efforts to follow up the initial solicitations made in Indicator #5 by contacting ALL subcontractors/vendors to whom you sent letters, not less than 3 calendar days prior to the project's bid due date.
- To earn points, you must call *after the letters have been sent and before the deadline*, and submit a telephone log that includes the following information:
 - Project name
 - Name of person placing the call
 - Name of Company called
 - Contact person's name
 - Date of call
 - Time of call
 - Result of conversation
- You must follow up at least once with all subcontractors/vendors with whom you left messages.

Things that will be considered:

- Were your calls made during the lunch hour or too late in the work day?
- Did you make a second follow up call with all companies with whom you left a message?
- Review the result of conversation. If a subcontractor/supplier had offered to provide a quote but does not, you have to follow up.
- Did you attempt other forms of contact as follow up to the initial contact?



Good Faith Effort

HELPFUL HINTS

Indicator 6: Telephone log

Project Title:								
Name of Person Placing the Calls:								
Work Area :								
					Please select one			
Date	Time	Company Name	Phone Number	Contact Person	MBE	WBE	OBE	Result of Conversation



Good Faith Effort

HELPFUL HINTS

INDICATOR 7 – PLANS

- You must provide detailed information on how, where, and when interested subcontractors can obtain the plans and specifications for the project.
 - Sample text
 - The plans, specifications, and copies of the proposal are available for viewing at our office at *(Insert your address here)* during our office hours *(Insert your hours here)*.
 - Plans and specifications are available at *(Insert City office location where they may be obtained)*.
 - Plans and specifications are available for download at www.labavn.org
- To earn points you must include the above information in Indicator 4 (Advertisement) or Indicator 5 (Letters to Potential Subs)

INDICATOR 8 – OUTREACH ORGANIZATION LETTERS

- Letters must be sent to outreach agencies, not less than *15 calendar days prior* to the bid due date, requesting assistance in recruiting MBEs, WBEs, and OBEs.
- Letters should be sent to all the listed agencies and must contain:
 - The specified work areas
 - City of Los Angeles project name
 - The bidder's name
 - Contact person's name
 - Contact person's address
 - Contact person's telephone number
- To earn points you must:
 - Include language stating a recruitment of MBEs, WBEs, and OBEs.
 - Include the specified work areas
 - Fax or Mail the letters on time
 - Submit copies of each of the letters sent or one master notification
 - If mailed: copies of the metered envelopes or certified mail receipts.
 - If faxed: copies of the fax transmittal confirmation sheet.
 - No credit will be given if information is e-mailed.
- Calculation of 15-day deadline – see Page 1.
 - Letters must be faxed or sent 15 calendar days prior to the bid due date



Good Faith Effort

HELPFUL HINTS

RECRUITMENT/PLACEMENT ORGANIZATIONS

Mayor's Office of Economic Development
Minority Business Opportunity Center (MBOC)
Attn: Linda Smith, Executive Director (lboc@lacity.org)
200 N. Spring Street, 13th floor; Los Angeles, CA 90012
(213) 978-0671; FAX (213) 978-0690

The MBOC office will work with contractors to identify subs. However, MBOC will not provide lists of subcontractor names for proposal listing purposes only.

FOR LISTS ONLY - YOU CAN GO TO THESE WEBSITES:

www.labavn.org and/or www.lacity.org/bca

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

Latin Business Association (LBA)
Attn: Larissa Ordaz, Operation manager (lordaz@lbausa.com)
120 South San Pedro Street, Suite 530
Los Angeles, CA 90012
(213) 628-8510; FAX (213) 628-8519
<http://www.lbausa.com>

Black Business Association (BBA)
Attn: Earl "Skip" Cooper, CEO
P.O. Box 43159
Los Angeles CA 90043
(323) 291-9334; FAX (323) 291-9234
mail@bbala.org
<http://www.bbala.org>

Asian Business Association (ABA)
Dee Castro, Administrative Assistant
120 S. San Pedro Street, Suite 523
Los Angeles, CA 90012
(213) 628-1ABA
(213) 628-3222 Fax
info@aba-la.org
www.aba-la.org



Good Faith Effort

HELPFUL HINTS

RECRUITMENT/PLACEMENT ORGANIZATIONS (continued)

Engineering Contractors Association (ECA)
Attn: Anna Jimenez, Administrative Assistant (ajimenez.eca@verizon.net)
8310 Florence Avenue
Downey, CA 90240
(562)861-0929; FAX (562) 923-6179
www.ecaonline.net

The National Association of Minority Contractors (NAMC)
Attn: Kevin Ramsey, Executive Director
P.O. Box 43307
Los Angeles, CA 90043
(323) 296-8005; FAX (323) 296-8381
www.namcsc.net

National Association of Women Business Owners (NAWBO)
900 Wilshire Blvd., Suite 404
Los Angeles, CA 90017
(213) 622-3200; FAX (213) 622-6659
<http://www.nawbola.org>
info@nawbola.org



Good Faith Effort

HELPFUL HINTS

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 15, 2088

Linda Smith, Director
Mayor's Office of Housing and Economic Development
Minority Business Opportunity Center
200 N. Spring Street, 13th flr
Los Angeles, CA 90012

Re: Requesting assistance in obtaining qualified MBE, WBE, OBE subcontractors/vendors

Dear Ms. Smith:

ABC Corporation is a construction firm bidding on the project listed below:

Project: *(Insert Project Title)*
Bid Due Date: *(Insert Bid Date)*

We are seeking your assistance in recruiting qualified MBE, WBE, OBE subcontractors, and material and/or equipment suppliers in the areas of work included in, but not limited to, those listed below:
(List specified work areas here)

Please forward any information you may have regarding any MBE, WBE, OBE firms that might be interested in working on this project to our office via FAX at (213) 111-2223. Please contact Shirley Marin for any information or questions.

Sincerely,

Shirley Marin
Project Manager



Good Faith Effort

HELPFUL HINTS

** Transmit Conf. Report **

p.1

January 15, 2088 08:12

Fax/Phone Number	Mode	Start	Time	Page	Result
92138475526	NORMAL	1, 08:12	0'36"	1	* OK

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 15, 2088

Linda Smith, Director
Mayor's Office of Housing and Economic Development
Minority Business Opportunity Center
200 N. Spring Street, 13th flr
Los Angeles, CA 90012

Re: Requesting assistance in obtaining qualified MBE, WBE, OBE subcontractors/vendors

Dear Ms Smith:

ABC Corporation is a construction firm bidding on the project listed below:

Project: *(Insert Project Title)*
Bid Due Date: *(Insert Bid Date)*

We are seeking your assistance in recruiting qualified MBE, WBE, OBE subcontractors, and material and/or equipment suppliers in the areas of work included in, but not limited to, those listed below:
(List specified work areas here)

Please forward any information you may have regarding any MBE, WBE, OBE firms that might be interested in working on this project to our office via FAX at (213) 111-2223. Please contact Shirley Marin for any information or questions.

Sincerely,

Shirley Marin
Project Manager



Good Faith Effort

HELPFUL HINTS

INDICATOR 9– NEGOTIATION IN GOOD FAITH

- All quotes received must be submitted with the GFE documentation
 - Include all bids for areas of work that were not indicated in the outreach.
 - Include all quotes from both certified and non-certified subcontractors and suppliers (MBEs, WBEs, and OBEs).
 - Sub bid dollar amounts **MUST** match the bid-listed dollar amounts. The Summary Sheet dollar amounts must also match these amounts.
 - All dollar amounts and scopes of work on the sub bid must not be altered by the prime bidder. If a revision is necessary, a revised quote from the sub must be obtained.
 - All verbal quotes received **MUST** be substantiated by a corresponding hard quote from the subcontractor/vendor and submitted **WITH** the GFE documentation.
- All bid-listed subcontractors/vendors must be represented in the GFE documentation.
 - If they were not sent a letter, please detail in the comments section of the summary sheet how these subcontractors/vendors came to submit a bid.
- To earn points you must
 - Submit all quotes received as well as any revised and follow-up hard quotes where necessary.
 - Submit a detailed summary sheet which includes a breakdown of the subcontractors/vendors who responded and their corresponding work areas, listing the quoted amounts, the selected subcontractor/vendor, and the reasons for selection and non-selection.

Some considerations:

- If you decide to self-perform a specified work area, you must submit a self quote with your GFE documentation to show that your price is competitive to that of the subcontractors who responded to your outreach.
- You are **NOT** required to select any subcontractor/vendor based solely on their certification status. Your decision to select a subcontractor should be based on the subcontractor's bid amount and/or qualifications.
- Although you may not be required to bid list all the selected subcontractors/vendors, you must indicate a selection for each work area **ON THE SUMMARY SHEET**. This must include any self-performed areas.



Good Faith Effort

HELPFUL HINTS

- o However, if the amount of the subcontract is greater than $\frac{1}{2}$ of 1% of the contract amount or \$10,000 (whichever is greater), you are required to bid list that subcontractor.
- o You are not required to bid list vendors/suppliers regardless of the value of the contract, unless, MSM credit is desired.



Good Faith Effort

HELPFUL HINTS

Indicator 9: Summary Sheet

Project name:						
Work Area #1: Demolition						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
ABC Demo Co.	Y		\$	\$19,000.00	Y	Selected/Lowest Most Complete Bid
XYZ Demo Co.	Y		\$	\$15,000.00	N	Did not select/Excludes ____
Blue Company	Y		\$	\$ 21, 000.00	N	Did not select/Complete, but bid too high
			\$	\$		
			\$	\$		
Work Area #2: Landscaping						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
Mary's Landscaping	Y		\$	\$49,124.00	Y	Selected, lowest price and included backflow preventer
Landscape, Inc.	Y		\$	\$42,800.00	N	Did not select/Although lowest bid, did not include backflow preventer
Ed's Sprinkler & Landscape	Y		\$	\$66,118.00	N	Did not select/Bid too high
			\$	\$		
			\$	\$		
			\$	\$		



Good Faith Effort

HELPFUL HINTS

Work Area #3: Electrical						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
Tony's Electric Company	Y	50	\$1,301.00	\$65,050.00	N	Did not select/Bid too high
Elliot's Electrical Service	Y	50	\$1,265.40	\$63,270.00	N	Did not select/Bid too high
Your Own Company		50	\$1,186.64	\$59,332.00	Y	Will Self-Perform

Indicator 9: Summary Sheet

Project name:						
Work Area #1:						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		



Good Faith Effort

HELPFUL HINTS

Work Area #2:						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		

INDICATOR 10– Bond, Credit, and Insurance Assistance

The bidders documented efforts to advise and assist MBEs, WBEs, and OBEs on obtaining lines of bonds, lines of credit, and insurance required by the awarding authority or bidder.

Required documentation: include in Indicator/s 4 (Advertisement) and/or 5 (written notice to Subcontractors) information about the bidders assistance in obtaining bonds, lines of credit, and insurance.

Sample wording regarding Indicator 10 is highlighted in the sample advertisement and written notice to Subcontractors.



Good Faith Effort

HELPFUL HINTS

Additional Information:

- GFE is required of all Proposers regardless of their own MBE/WBE/OBE status.
- GFE documentation must be submitted with the proposal unless otherwise indicated in the RFP.
 - Note: For Public Works Construction projects, GFE documentation can be submitted within three (3) City working days after the day bids are received (only one copy should be submitted, bound separately, and clearly labeled as a GFE package for: *Project name*).
- The person putting together the GFE package may call or e-mail the department reviewing GFE documentation with any questions they may have, within the questioning time period for the respective RFP.
 - There is a very high success rate among those that have called for assistance.
- Although points are assigned to each GFE indicator, the indicators are graded on a pass/fail basis.
- The minimum passing score is 75 of 100 Good Faith Effort points or the bid is deemed non-responsive
- Nothing set forth in this guide supersedes the information stated in the project bid specifications.
- Although the entity submitting the proposal may choose to pay a third party to perform their initial GFE (Ad, letters, 1st follow-up call), listing the third party for any project work would be considered a conflict of interest and may invalidate the GFE.

Definitions:

MBE – Minority Business Enterprise is at least 51% owned and controlled by United States citizens or legal permanent residents who are members of the following groups: Black American, Hispanic American, Native American, Asian-Pacific American, or Subcontinent Asian American.

WBE- Business at least 51% owned and controlled by United States citizens or legal permanent residents who are women.

OBE – Any other business enterprise which does not qualify as a minority or women business enterprise.

MBE/WBE Certification is available through the BUREAU OF CONTRACT ADMINISTRATION, OFFICE OF CONTRACT COMPLIANCE; 1149 S. BROADWAY, SUITE 300; LOS ANGELES, CA 90015. [Certification Helpline: \(213\) 847-2684. Visit http://bca.lacity.org](http://bca.lacity.org)

EXHIBIT I

CERTIFICATION AND DISCLOSURE REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT J

CERTIFICATION REGARDING DEBARMENT

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT K

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the WIA program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the City within ten days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, or
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT L

BIDDER CERTIFICATION FORM



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.

EXHIBIT M

STATUTES AND REGULATIONS APPLICABLE TO ALL GRANT CONTRACTS

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Single Audit Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. Subrecipient will not discriminate against persons with disabilities nor against persons due to their

relationship to or association with a person with a disability. Any contract entered into by the Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall not use any funds provided under this Agreement be used, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.
- c. Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

- a. At any time during normal business hours and as often as the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, and the State of California may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives City, the Federal government, the General Accounting Office, the Comptroller General of the United States, and the State of California, through any authorized representative, access to,

and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data.

- b. Subrecipient agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and CalEMA/Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Subrecipient shall establish a proper accounting system in accordance with generally accepted accounting standards and/or CalEMA/Grantor directives.

7. Subcontracts and Procurement

Subrecipient shall comply with the State, Federal and Subrecipient standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

- a. Subrecipient shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- c. Subrecipient shall comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall comply with all Federal statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as

amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) Title 28 CFR Part 42, Subparts C, D, E and G; (k) Title 28 CFR Part 35; (l) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (m) the requirements of any other nondiscrimination statutes which may apply to this Grant; (n) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (o) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender or disability against Subrecipient or any of its contractors or subcontractors being funded with Grant Funds, the Subrecipient will forward a copy of the finding to the City and the Office of Civil Rights, Office of Justice Programs.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
- b. Subrecipient shall comply with, and provide any information requested by DHS/FEMA/CalEMA to ensure compliance with, the following laws: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e)

assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.

- c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient will comply with all conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not undertake any project having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalEMA, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and DHS/FEMA/CalEMA and the appropriate State Historic Preservation Office.
- d. Subrecipient shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.)

which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

- f. Subrecipient shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- h. Subrecipient is, and shall be in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.
- i. Subrecipient shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient shall comply with, and assist CalEMA in assuring compliance with, Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Subrecipient shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto

(attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

Subrecipient shall comply with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof.

14. Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant funded program. However, a Subrecipient that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- a. Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contact. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- b. A religious or faith-based Subrecipient will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support

any inherently religious activities, such as worship, religious instruction, or proselytization.

- c. A religious or faith-based Subrecipient may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- d. A religious or faith-based Subrecipient retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- e. A religious or faith-based Subrecipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- g. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Section. Where a structure is used for both eligible and inherently religious activities, Grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Grant funds herein. Sanctuaries, chapels, or other rooms that a Grant funded religious congregation uses as its principal place of worship, however, are ineligible for Grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

15. Miscellaneous

Subrecipient shall comply, if applicable, with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of

warm blooded animals held for research, teaching, or other activities supported by these Grant Funds. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 08 Guidance; CalEMA 08 Supplement; DHS Information Bulletins; and GMMs.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607 et seq. and CCR Title 19, §§ 2445-2448.

Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46,

Protection of Human Research Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Part 67, Government-Wide Debarment and Suspension (Non-Procurement); Part 69, New Restrictions on Lobbying; Part 70 Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-profit Organizations; Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

Subrecipient as provided herein shall be compensated for reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from the Mayor's Office.

Subrecipient's travel and per diem reimbursement costs shall be reimbursed in accordance with City policy, Subrecipient's policies and procedures, and federal rules and regulations regarding this Grant.

3. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures.

EXHIBIT N

TECHNICAL ASSISTANCE REQUEST FORM

**City of Los Angeles
Homeland Security and Public Safety
Mayor's Office**

Technical Assistance Request

This form can be returned by fax to Eve LaDue at (213) 978-0718 or returned by mail to:

Attention: Eve LaDue, Contract Specialist
Mayor's Office
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Or you may e-mail your questions to: Eve.LaDue@lacity.org

Agency Name:

Contact Person:

Title:

Address:

Phone No.:

E-mail:

Fax No.:

Question (please reference page number from RFP in your question):

Date Received:

Date Answered:

Answered by:

EXHIBIT O

FACILITY ASSESSMENT TEMPLATE



NAME RECREATION CENTER

STREET ADDRESS

CITY, CA ZIP

FACILITY ASSESSMENT

MONTH DD, 2010

TABLE OF CONTENTS

GENERAL FACILITY INFORMATION 1

FACILITY USE AUTHORIZATION 2

MAIN STRUCTURE DETAILS 3

FOOTPRINT OF ALL STRUCTURES ON THE PREMISES 5

FLOOR PLAN OF MAIN FACILITY 6

FACILITY SAFETY 7

UTILITIES..... 8

TRANSPORTATION DETAILS 10

TIGHT VIEW VICINITY MAP 11

WIDE VIEW VICINITY MAP 12

FACILITY PARKING LOTS..... 13

DETAILED PHOTOS OF MAIN FACILITY, ENTRANCES, AND EXITS 15

AERIAL PHOTOS..... 18

GENERAL FACILITY INFORMATION

Date information obtained	
Facility Name	
Street Address	
City	
Zip Code	
Main Phone (including area code)	
Back Up Phone (including area code)	
Fax Number	

Facility Owner or Manager	
Facility Owner or Manager's Address (Address, City, State Zip Code)	

Recreation and Parks District	
Los Angeles Police Department Bureau	
Los Angeles Police Department Division	
Los Angeles Fire Department Station	
Los Angeles Fire Department Battalion	
GSD OPS Division	
City Council District	
County of LA Disaster Management Area	
LACDPH Service Planning Area	

Thomas Guide Page and Grid	
Latitude	
Longitude	

FACILITY USE AUTHORIZATION

Agency or Department Representative Who Can Authorize Facility Use	Name: Title:
Daytime Phone (including area code)	
After Hours Phone (including area code)	

Secondary Agency or Department Representative Who Can Authorize Use	Name: Title:
Daytime Phone (including area code)	
After Hours Phone (including area code)	

Additional Information

--

This information is current as of MM/DD/YYYY.

MAIN STRUCTURE DETAILSStructure Specs

Number of stories	
Number of elevators (If so, can it handle a standard ambulance stretcher?)	
Number of rooms designated as office space	
Number of rooms (not including offices, restrooms, locker rooms or kitchens)	
Kitchen facility	
Designated feeding area	
Total number of structures on the property	
Is there a pool? (If so, is it seasonal or year-round?)	
Is there unobstructed area to land a helicopter (100' x 100')?	

Facility Access Considerations

Are all of the main doors to the structure a minimum of 35" wide?	
Are the main doors to the structure automatic doors?	
At the entrance to the main structure, are there any support posts or other fixtures that may be considered an obstruction?	
Do all sidewalks leading to the facility have wheelchair access?	
Are there any uneven surfaces leading up to the facility?	

Restroom and Shower Facilities in the Main Building

	Women		Men	
	Total	Accessible	Total	Accessible
Number of restrooms				
Number of toilets and urinals				
Number of sinks				
Number of showers				

Restroom and Shower Facilities in Other Buildings on the Premises

	Women		Men	
	Total	Accessible	Total	Accessible
Number of restrooms				
Number of toilets and urinals				
Number of sinks				
Number of showers				

FOOTPRINT OF ALL STRUCTURES ON THE PREMISES

DRAFT

FLOOR PLAN OF MAIN FACILITY

DRAFT

FACILITY SAFETY

Security

Is there perimeter fencing?	
Is there any exterior lighting?	
Is the facility equipped with a security alarm system?	

Fire Safety

Is the facility equipped with fire alarms?	
Is the facility equipped with fire extinguishers?	
Is the facility equipped with fire sprinklers?	

Is there fixed or non-fixed heavy equipment located in public areas that may be difficult to move?	
Is there a public address system?	

Life Safety

Is there a Automatic External Defibrillator?	
Is there a decontamination shower?	

UTILITIESMain Facility Utility Information

What utilities serve the facility?	
Does the facility have gas service?	
Does the main structure have a heating system?	
Does the main structure have an air conditioning system? (If so, is it a swamp cooler, coolant, window, etc?)	
Does the structure have hot and cold running water?	
Is there a laundry facility?	
Does the main structure have a refrigerator or cold storage? If so, how large is it?	
Does the facility have a back-up generator? (If so, how much fuel and how long will it run? What will it power?) If the facility does not have a back-up generator, is the facility wired for a quick connection to a back-up generator? And if so, note the location.	

Utility Shut-Off Locations

Utility Type	Shut-off Location

UTILITY SHUT-OFF LOCATIONS KEYED TO THE FACILITY FLOOR PLAN

DRAFT

TRANSPORTATION DETAILSFreeway, Highway, or Toll Road Access

Freeway/Highway/Toll Road	On-Ramp location	Exit

Major Cross-Streets

1)
2)

Streets/Roads Bordering the Facility

	Street/Road	Is it a one-way?	Are there median barriers? If so, note location of turn pockets.
North side			
South side			
East side			
West side			

Public Transit Accessible within ¼ Mile of the Facility

	Provider	Stop Location
Bus		
Light Rail		
Subway		

TIGHT VIEW VICINITY MAP

DRAFT

WIDE VIEW VICINITY MAP

DRAFT

Facility Parking Lots

	Type Official Name or Description of Lot Location Here	Type Official Name or Description of Lot Location Here	Type Official Name or Description of Lot Location Here
Number of levels/floors			
Parking area covered			
<u>Total</u> number of spaces			
Spaces designated for handicap parking			
Spaces designated for facility staff			
Parking area striped			
Parking area contained with a fence			
Parking area accessible at all times			
Access controlled by an automated gate			
Parking area monitored by the use of closed- circuit TV cameras (If so, note how long the recording is preserved.)			
Ingress (Note if signalized or crosswalk)			
Egress (Note if signalized or crosswalk)			

FACILITY PARKING LOT KEYED TO TIGHT VIEW VICINITY MAP

DRAFT

DETAILED PHOTOS OF MAIN FACILITY, ENTRANCES, AND EXITS

DRAFT

EXTERIOR ENTRANCES/EXITS KEYED TO THE FACILITY FLOOR PLAN

DRAFT

ROOM PHOTOS KEYED TO THE MAIN FACILITY FLOOR PLAN

DRAFT

AERIAL PHOTOS

DRAFT

EXHIBIT P

RECREATION AND PARK CENTERS

FACILITY ASSESSMENT CONTRACTOR: PRE-IDENTIFIED LOCATIONS

Prior to the commencement of this project, EMD will identify a total of 50 sites from this list to be assessed by the Contractor. The remaining sites will serve as a contingency plan should one of the 50 sites be rendered unavailable or unusable during the project. EMD reserves the right to make changes to this list, including, but not limited to removing and/or adding pre-identified locations. Any changes will occur prior to the commencement of an assessment at a particular location.

	NAME	ADDRESS
1	Algin Sutton Recreation Center	8800 S. Hoover St., Los Angeles, CA 90044
2	Aliso Pico Recreation Center	370 S. Clarence St., Los Angeles, CA. 90033
3	Alpine Recreation Center	817 Yale St., Los Angeles, CA 90012
4	Barry White (South Park) Recreation Center	345 E. 51st St., Los Angeles, CA 90011
5	Studio City Recreation Center	12621 Rye St., Studio City, CA 91604
6	Bellevue Recreation Center	826 Lucile Ave., Los Angeles, CA 90026
7	Denker Recreation Center	1550 W. 35th Place, Los Angeles, CA 90018
8	Eagle Rock Recreation Center	1100 Eagle Vista Dr., Los Angeles, CA 90041
9	Elysian Valley Recreation Center	1811 Ripple St., Los Angeles, CA 90039
10	Evergreen Recreation Center	2844 E. 2nd St., Los Angeles, CA 90033
11	Fernangeles Recreation Center	8851 Laurel Canyon Blvd., Sun Valley, CA 91352
12	Gilbert Lindsay Community Center	429 E. 42nd Place, Los Angeles, CA 90011
13	Glassell Park Recreation Center	3650 Verdugo Rd., Los Angeles, CA 90065
14	Harbor City Recreation Center	24901 Frampton Ave., Harbor City, CA 90710
15	Hazard Recreation Center	2230 Norfolk St., Los Angeles, CA 90033
16	Highland Park Recreation Center	6150 Piedmont Ave., Los Angeles, CA 90042
17	Hubert H. Humphrey Recreation Center	12560 Filmore St., Pacoima, CA 91331
18	Imperial Courts Recreation Center	2250 E. 114th St., Los Angeles, CA 90059
19	Jim Gilliam Recreation Center	4000 S. La Brea Ave., Los Angeles, CA 90008
20	Downs (Jordan) Recreation Center	9900 Grape St., Los Angeles, CA 90002
21	Lafayette Multipurpose Community Center	625 S. Lafayette Park Place., Los Angeles, CA 90057
22	Lake Street Community Center	227 N. Lake St., Los Angeles, CA 90057
23	Lake view Terrace Recreation Center	11075 Foothill Blvd., Lake View Terrace, CA 91342
24	Lanark Recreation Center	21816 Lanark St., Canoga Park, CA 91304
25	Lincoln Heights Recreation Center	2303 Workman St., Los Angeles, CA 90031
26	Macarthur Park Recreation Center	2230 W. 6th St., Los Angeles, CA 90057
27	Mar Vista Gardens Recreation Center	4901 Marionwood Dr., Culver City, CA 90230
28	Mar Vista Recreation Center	11430 Woodbine Ave., Los Angeles, CA 90066
29	Montecito Heights Recreation Center	4545 Homer St., Los Angeles, CA 90031
30	Mount Carmel Recreation Center	830 W. 70th St., Los Angeles, CA 90044
31	Normandale Recreation Center	22400 S. Halldale Ave., Torrance, CA 90501
32	Normandie Recreation Center	1550 S. Normandie Ave., Los Angeles, CA 90006
33	North Weddington Recreation Center	10844 Acama St., North Hollywood, CA 91601
34	Northridge Recreation Center	18300 Lemarsh St., Northridge, CA 91324
35	Oakwood Recreation Center	767 California Ave., Venice, CA 90291
36	Palisades Recreation Center	851 Alma Real Dr., Pacific Palisades, CA 90272
37	Poinsettia Recreation Center	7341 Willoughby Ave., Los Angeles, CA 90046
38	Queen Anne Recreation Center	1240 West Blvd., Los Angeles, CA 90019
39	Ramona Gardens Recreation Center	2830 Lancaster Ave., Los Angeles, CA 90033
40	Ramona Hall Community Center	4580 North Figueroa St., Los Angeles, CA 90042

	NAME	ADDRESS
41	Ritchie Valens Recreation Center	10731 Laurel Canyon Blvd., Pacoima, CA 91331
42	Rose Hill Recreation Center	4530 Mercury Ave., Los Angeles, CA 90032
43	Ross Snyder Recreation Center	1501 East 41st St., Los Angeles, CA 90011
44	Sepulveda Recreation Center	8801 Kester Ave., Panorama City, CA 91405
45	Shatto Recreation Center	3191 W. 4th St., Los Angeles, CA 90020
46	Slauson Multipurpose Center	5306 S. Compton Ave., Los Angeles, CA 90011
47	South Park Recreation Center	345 E. 51st St., Los Angeles, CA 90011
48	St. Andrews Recreation Center	8701 St. Andrews Place, Los Angeles, CA 90047
49	State Street Recreation Center	716 N. State St., Los Angeles, CA 90033
50	Stonehurst Recreation Center	9901 Dronfield St., Sun Valley, CA 91352
51	Stoner Recreation Center	1835 Stoner Ave., Los Angeles, CA 90025
52	Sun Valley Recreation Center	8133 Vineland Ave., Sun Valley, CA 91252
53	Sylmar Recreation Center	13109 Borden Ave., Sylmar, CA 91342
54	Toberman Recreation Center	1725 Toberman St., Los Angeles, CA 90015
55	Trinity Recreation Center	2415 Trinity St., Los Angeles, CA 90011
56	Valley Plaza Recreation Center	12240 Archwood St., North Hollywood, CA 91605
57	Van Ness Recreation Center	5720 2nd Ave., Los Angeles, CA 90043
58	Van Nuys Recreation Center	14301 Vanowen St., Van Nuys, CA 91405
59	Victory-Vineland Recreation Center	11117 Victory Blvd., North Hollywood, CA 91606
60	Vineyard Recreation Center	2942 Vineyard Ave., Los Angeles, CA 90016
61	Westchester Recreation Center	7000 W. Manchester Ave., Los Angeles, CA 90045
62	Nickerson (William) Recreation Center	11251 Compton Ave., Los Angeles, CA 90059
63	Winnetka Recreation Center	8401 Winnetka Ave., Winnetka, CA 91306