



Los Angeles World Airports

REQUEST FOR PROPOSALS

Financial Consulting Services

For

**Los Angeles World Airports
June 23, 2009**

**Pre-Proposal Conference
Proposals Due**

July 07, 2009
July 30, 2009

Finance & Budget Division
City of Los Angeles
Los Angeles World Airports
1 World Way
Los Angeles, CA 90045

NOTICE INVITING PROPOSALS
FOR FINANCIAL CONSULTING SERVICES
FOR
LOS ANGELES WORLD AIRPORTS

The City of Los Angeles (“City”), Department of Airports also known as Los Angeles World Airports (“LAWA”) is seeking proposals for financial consulting services at all three airports owned by LAWA, namely, Los Angeles International Airport, LA/Ontario International Airport and Van Nuys Airport.

The successful Proposer must have demonstrated success, skill and experience in providing financial consulting services in the aviation industry. This Request for Proposals (“RFP”) provides specific instructions regarding Proposal format and other requirements. Specific required services are also contained in this RFP. Proposals will be evaluated based on multiple criteria including, but not limited to, the overall qualifications and experience of the Proposer, the qualifications and experience of assigned personnel, previous contracts with the City, fee schedule, and other such factors as LAWA deems appropriate.

LAWA may select and contract with two Proposers through this RFP process. The term of the service contract awarded under this RFP will be 3 years and for a total amount not to exceed \$3.0 million.

The RFP package is available in electronic format on the City of Los Angeles Business Assistance Virtual Network at <http://www.labvn.org>. A Pre-Proposal Conference (“Conference”) is scheduled for July 07, 2009 at 2:00 p.m. PST, at Conference Room 211, 1 World Way, Los Angeles, CA 90045. Firms and or individuals planning to attend the Conference should RSVP with LAWA Finance and Budget Division at (424) 646-5253 by July 2, 2009.

Proposals must be received, not just postmarked, by 3:00 p.m. PST on Thursday, July 30, 2009. Late Proposals will be rejected. Submit proposals to: Nerida S. Esguerra, Finance & Budget Division, Los Angeles World Airports, 1 World Way, Los Angeles, CA 90045. The City and LAWA, acting through the Board of Airport Commissioners (“BOAC”) reserves the right, at its sole discretion, to extend the due date for Proposals as deemed necessary and in its best interest.

The submission of a Proposal does not in any way commit LAWA to enter into a Contract with that Proposer or any other Proposer. LAWA reserves the right to reject any or all proposals for any reason.

Dated this 23rd day of June, 2009



Ryan Yakubik, Director of Capital
Development & Budget

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PART I - GENERAL INFORMATION

A. BACKGROUND INFORMATION

The City of Los Angeles (“City”), through LAWA owns, operates and maintains three airports in the Los Angeles area. The three airports are: Los Angeles International Airport (“LAX”), LA/Ontario International Airport (“ONT”) and Van Nuys Airport (“VNY”). The airport system is operated by LAWA as a financially self-sufficient department of the City.

LAX is ranked as one of the busiest airports in the world, with approximately 59.5 million passengers and 1.6 million tons of cargo in 2008. This ranks LAX as the sixth (6th) busiest airport in terms of passenger volume and thirteenth (13th) busiest in terms of cargo volume in the world.

Located in the southwestern portion of the city of Los Angeles, LAX is an urban international airport offering immediate local access to major commercial centers and large populations. LAX generates, attracts, and supports economic activity throughout southern California, as it is the major international airport for the region. As the region’s international airport, the surrounding businesses have the opportunity to access and serve this high level international clientele.

More than twenty-seven hundred tenants are located on the approximately 3,600 acre airport, including major airlines such as United, Southwest, American, Delta, Northwest, US Airways and many others. In addition the international market is served by over 40 carriers offering service to the world.

ONT is a medium-hub, full service airport with commercial jet service to many major cities in the country and connecting service to many international destinations. ONT is located approximately 35 miles east of downtown Los Angeles and occupies approximately 1,463 acres. ONT served approximately 7.1 million passengers in FY2008. In addition to 15 passenger carriers and one commuter carrier that served LA/ONT as of April 30, 2009, ONT was also served by more than 29 unscheduled air passenger and air cargo carriers.

VNY is one of the world’s business general aviation airports located approximately 20 miles northwest of downtown Los Angeles. It occupies 730 acres of land and home to more than 700 aircraft, four major fixed-base operators and over 100 aviation companies. The airport is a center for fire, police and medical emergency flights that provide services to the community. VNY is also the site of one of California’s top aircraft mechanics school.

B. MINIMUM QUALIFICATION REQUIREMENTS

Proposer(s) must demonstrate success, skill and experience in financial consulting services in the aviation industry. Managing principals, as well as proposed to be assigned personnel must have at least three years of financial consulting experience performing similar services described in the scope of work section of this RFP.

C. TERM OF SERVICE CONTRACT

The term of the service contract that may be awarded through this RFP process is 3 years. Services and expenses under the service contract are projected at an amount not to exceed \$3.0 million.

D. SCOPE OF WORK

Required services from the selected financial consulting firm are listed and not limited to the following:

Airline Rates and Charges Analysis:

- Review of rates and charges processes to ensure their compliance with the parameters set forth in the DOT/FAA Policy Regarding Airline Rates and Charges.
- Assist in the review, allocation, and assignment of airport revenues and expenses to airport cost centers for the purposes of establishing existing airline rates and charges. As necessary, review and recommend alternative measures for calculating and allocating revenues and expenses to airport cost centers.
- Work with LAWA to utilize detailed financial models to assess alternative rate setting methodologies and determine how best to meet the financial requirements of the airport.
- Assist in the preparation of projections of future airline rates and charges, cash flow, and debt service coverage impacts associated with the undertaking of a planned Capital Improvement Program.
- Assist with airline, concessionaire, and tenant negotiations, including development of goals and objectives; determination of airport strengths and weaknesses; development of the preferred business arrangement; and drafting of the actual use and lease agreement document.
- Work with LAWA to explore alternative rates, fees and charges methodologies in support of discussions and negotiations related to Airline Use and Lease Agreements or rate-setting approaches.

Utilities Rate-Setting:

- Work with staff in conducting due diligence concerning the financial aspects of possible public utilities operation ie, electrical, gas and water services that LAWA may consider.
- Assist staff in the development and analysis of various rates structures for electrical, gas and or water services that are consistent and in compliance with said utilities' governing organizations.
- Conduct research studies to develop rate making policies, procedures and practices for LAWA.

- Work with LAWA to explore alternative rates, fees and charges methodologies in support of discussions and negotiations with utility customers and various applicable government agencies.

Passenger Facility Charge (PFC) Application Preparation:

- Assist in the preparation of initial PFC impose and use applications and amendments to existing PFC applications based on changes in LAWA's capital plans as circumstances may require.
- Prepare the information necessary to amend LAWA's existing PFC applications in accordance with the requirements of 14 CFR 158.37 and 158.39 (c).
- Prepare new applications, as necessary, in accordance with the requirements of 158.25 158.23.
- Gather the necessary project, financial, and statistical information from LAWA; prepare the required airline consultation notice for LAWA's signature and mailing; assist in the consultation meeting and ensure that all procedural requirements are met; prepare the application and with assistance from LAWA, prepare the response to air carrier comments; and provide the completed application to LAWA in a format that is ready for execution and submission. Also address Accounting procedures for PFC funds to ensure that LAWA report the collection of these revenues in an appropriate manner.
- Assist in evaluation of PFC project eligibility and analyze how funds can be best managed.

Capital Improvement Program (CIP) Analysis:

- Assist LAWA in the development and financial analysis of LAWA's on-going CIP for LAX, ONT and VNY airports. The analysis should include the overall impacts of the on-going CIP as measured by:
 - Airline rates and charges
 - Debt service coverage
 - Cost per enplanement
 - Cash flow timing
- Assist in the development of a framework for implementation of the CIP at each airport. The framework should include the following:
 - Identification of specific funding sources
 - Eligibility levels
 - Assist in the development and recommend strategies for sources of funding
- Assist LAWA in the development and support of its on-going CIP:
 - Assist in the development of tables, charts, and analysis necessary to present the results of the on-going CIP and its financial impact.
 - On-going review of LAWA's CIP process policies and procedures for developing, monitoring, and implementing LAWA's CIP.

Airport Improvement Program and Other Grant Applications:

- Assist in the completion of Airport Improvement Program (AIP) grant applications, particularly applications for more specialized AIP funding under initiatives such as the Voluntary Airport Low Emission (VALE) program.

- Assist in the completion of any other grant applications including, without limitation, Transportation Security Administration Grants.
- Coordinate with staff and other retained consultants as needed to determine project eligibility and likelihood of obtaining funding.
- Complete necessary financial and project-related calculations required to meet AIP and/or VALE program application materials.
- Complete other application support materials as needed.

Benefit-Cost Analysis:

- Prepare Benefit-Cost Analysis (BCA) study for LAX, ONT, and or VNY in accordance with the FAA BCA Guidance and Policies:
 - FAA Airport Benefit-Cost Analysis Guidance
 - FAA Policy and Final Guidance Regarding Benefit-Cost Analysis (BCA) on Airport Capacity Projects for FAA Decisions on Airport Improvement Program (AIP) Discretionary Grants and Letters of Intent (LOI).

General Financial Services:

- Additional General Financial Services which may be requested:
 - Establish general financial models
 - Create debt feasibility studies
 - Assist in reviewing and developing rates, fees, charges and lease provisions for other aviation-related tenants and facilities including, but not limited to cargo and maintenance facilities, Roadway Circuit (AVI) Fees, rental car facilities, rental car customer facility charges, parking facilities, general aviation facilities, terminal concessions, and other such facilities.
 - Provide airline liaison services

E. EXPENSES

Unless otherwise stated in this RFP, all expenses associated with the Proposals are the responsibility of the Proposer(s).

F. GOOD STANDING

Proposer(s) already doing business with City must be in good standing with no outstanding contract compliance obligations or overdue payments, except for amounts reasonably in dispute as determined by LAWA. Corporations and Limited Liability Companies must be in good standing with the State of California and maintain their good standing with the State of California throughout the term of the Contract. All licenses, certificates, and requirements for the City of Los Angeles, State of California and Federal governments must be maintained in good standing throughout the term of the Contract.

G. OBLIGATIONS OF SUCCESSFUL PROPOSER(S)

Rules and Regulations: The successful Proposer(s) shall be solely responsible for fully complying with any and all: (1) applicable rules, regulations, orders, resolutions, and restrictions

which are now in force or which may be hereafter adopted by City with respect to the operation of LAWA (2) orders, directives, or conditions issued, given, or imposed by the Executive Director; and (3) applicable present or future laws, ordinances, BOAC resolutions or orders, statutes, rules, regulations, or orders of any governmental authority, federal, state, or municipal, lawfully exercising jurisdiction over LAWA.

MBE/WBE/DBE/OBE: It is the policy of LAWA's Board of Airport Commissioners to include appropriate Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Other Business Enterprises ("OBE") levels of participation in LAWA projects. Proposer should refer to the "Part IV" attachment for the proposed M/W/OBE levels of participation for this project. Proposer(s) shall be solely responsible for any and all civil penalties assessed as a result of the Proposer(s) failure to comply with these requirements.

H. PROCESS OF SELECTION

The process of selecting the successful Proposer is as follows:

1. Submittal of Proposals:

At the submittal stage, Proposer(s) must timely provide all of the documents described in "Part II - Instructions to Proposers".

2. Evaluation of Proposals and Interviews:

Proposals will first be reviewed and evaluated to verify that all required information, forms, and documents have been received. LAWA will notify non-responsive Proposer(s). The responsive written proposals will then be reviewed and evaluated to determine whether LAWA desires to conduct oral interviews, and if so, whether LAWA desires to interview all, or only a "short list" of specified proposers. If a short list is used it will be based on proposals that were deemed responsive and will be established using the same weighted evaluation criteria contained in this RFP. The evaluation panel will include representatives from LAWA. LAWA reserves the right not to conduct oral interviews. The purpose of interviews, if conducted, would be to allow proposers the opportunity to clarify and expand upon aspects of their proposal. They also present an opportunity to evaluate key personnel and discuss issues of skills, experience, performance, price and quality of service. The same questions may be asked of all proposers. In addition, the Evaluation Committee may have individual questions for proposers based on the review of the written proposals, as well as follow-on questions. Proposer(s) (either all or a further short list) may be subsequently re-interviewed for final evaluation.

3. Selection of Proposal and Negotiation of Contract:

After completion of the interview process, LAWA will rank the short listed Proposers and may negotiate a Contract with two of the highest ranked, qualified Proposer(s). If, for any reason, a contract cannot be successfully negotiated with the first two ranked firm(s), LAWA may choose to negotiate with the next most qualified firm(s). The final detailed terms and conditions will be determined

during contract negotiations following the selection process. Upon satisfactory negotiation, LAWA Management will return to the BOAC with a recommendation to award financial consulting services contract(s).

4. Execution of Contract:

LAWA will execute the Contract, subject to approval as to form by the City Attorney, provided the BOAC has approved the Contract. A fully executed original copy will be returned to successful Proposer(s).

I. PROTEST PROCEDURES

The procedures and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

The purpose of the following procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by City, by and through the BOAC. The procedure will enable the BOAC to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

1. A protest relative to a particular proposal, and all required copies, must be submitted in detail, in writing, signed by the protestor or by a representative of protestor, and received in the offices of the Los Angeles City Attorney's Office, Airport Division, and the office of the BOAC, at the below addresses, before 5:00 p.m. of the fifth business day after issuance by the Executive Director of a notification of intent to recommend award of a Contract. The protest shall contain a full and complete statement specifying, in detail, the factual grounds and legal basis of the protest. The protest shall refer to the specific portion of the Request for Proposal, any submitted proposal, or other document which forms the basis for the protest. The protest must include the name, address, and telephone number of the protestor and protestor's representatives.
2. All protests must be addressed to the Office of the City Attorney, Airport Division, One World Way, Room 104, Los Angeles, CA 90045 with a copy to the Secretary of the BOAC at One World Way, Los Angeles, CA 90045.
3. The party filing the protest must, at the same time as delivery to the City Attorney's office and the secretary of the BOAC as set forth above, deliver a copy of the protest and any accompanying documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other proposers.
4. The BOAC will only consider protests by any proposer(s) who appear(s) to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

5. Only protests meeting the above criteria will be reviewed and submitted to the BOAC. Protesting and potentially affected parties will be notified of the time and date that the protest will be discussed in a public session of the BOAC. Protesting parties will be given an opportunity to present their arguments at the public session.
6. Following the public discussion of the protest, the BOAC will issue its decision regarding the protest. If the BOAC determines that the protest was frivolous, the party originating the protest may be determined by the BOAC to be irresponsible and that party may be determined to be ineligible for future contract awards.
7. LAWA reserves the right to verify all submitted information, including contacting the referenced clients to perform reference check, and/or to solicit comments. All information stated in the proposal shall be factual, truthful and should not be fabricated, embellished, extended or misrepresented in any manner. If any information stated in the proposal is found to be a, misrepresentation or embellishment of past experiences, this shall be considered as grounds for disqualification of the proposal.
8. LAWA reserves the right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to not proceed to do the work or to proceed to do the work in any other manner for any reason. The receipt of proposals shall NOT in any way, obligate the Board of Los Angeles World Airports, or the City of Los Angeles to enter into an agreement, or any other contract of any kind with any prospective Proposer.
9. LAWA shall not be responsible in any manner for the costs associated with the submission of the proposals. The proposals, including all attachments, exhibits, and narrative material, shall become the property of LAWA upon receipt by LAWA. LAWA shall have the right to copy, reproduce, publicize, or otherwise dispose of each submittal in any way that LAWA selects. LAWA shall be free to use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestion, or plan received during this proposal process.

J. ADDITIONAL TERMS AND CONDITIONS

1. The BOAC reserves the right to award contract(s) on the basis of Proposals submitted or to negotiate with the Proposer(s) found to offer the best Proposal(s) according to the RFP evaluation criteria. By submission of its Proposal, the Proposer agrees to be legally bound thereby if its Proposal is accepted by the BOAC.
2. The BOAC, and LAWA shall not be obligated to respond to any Proposal submitted nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal.
3. Any and all agreements arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the City, its officers,

employees, or agents unless duly executed by the City in accordance with applicable laws.

4. Statistical and other general information contained in this RFP is for information purposes only. The City is not responsible for inaccuracies or interpretations of said data.

K. INTERPRETATION OF PROPOSAL DOCUMENT

1. Any clarification or interpretation of the RFP will be made in writing, signed by an authorized representative of LAWA. Any change to the package shall be made by written addendum.
2. LAWA is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by addendum. A copy of each addendum will be mailed or delivered to each person attending the pre-proposal conference and will also be posted on the LAWA website. Any addenda so issued are to be considered a part of this RFP.

L. CITY HELD HARMLESS

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

PART II - INSTRUCTIONS TO PROPOSERS

Proposals submitted in response to this Request for Proposals must meet all requirements outlined in “Part II – INSTRUCTIONS TO PROPOSERS” and must be received at the address indicated, by the date and time specified, in order to be accepted by LAWA.

A. RFP PACKAGE AND PRE-PROPOSAL CONFERENCE

1. Please review the RFP package upon receipt to ensure you have received all necessary documents. If you find any required document(s) are missing, please notify Nerida S. Esguerra immediately at nesguerra@lawa.org or at (424) 646.5253 to obtain a complete package.
2. The City of Los Angeles will not be responsible for any oral instructions given regarding completion and submission of any Proposal, or any information supplied not contained in this RFP document or any subsequent addenda to this document.
3. The City of Los Angeles may provide supplemental information and announcements on the City of Los Angeles Business Assistance Virtual Network at <http://www.labvn.org> to supplement the original RFP.
4. A pre-proposal conference has been scheduled for the time and location stated in the Notice Inviting Proposals. Proposer(s) may send a representative to this meeting. LAWA staff will discuss the RFP package at the pre-proposal meeting.
5. Proposers must submit questions and comments regarding the RFP in writing to Nerida S. Esguerra, Finance & Budget Division, LAWA, 1 World Way, Los Angeles, CA 90045 or via e-mail to nesguerra@lawa.org prior to the Pre-Proposal Conference. Subsequent questions on this RFP should be clearly presented in writing and submitted no later than 4:00 p.m. PST on July 2, 2009. Only questions to explain information and requirements in the RFP will be answered. Only those responses provided in writing will be binding on LAWA. Responses to written questions will be published and distributed to all prospective Proposers and also posted on the City of Los Angeles Business Assistance Virtual Network at <http://www.labvn.org>. In order to be listed for distribution of such materials as RFP-related Q&A, addenda, or notices, prospective Proposers should either attend the Pre-Proposal conference or submit a request.
6. Proposers must not attempt to contact members of the Interview Panel or members of the LAWA staff to discuss or ask questions about the contents of the RFP. Any such questions must be submitted as described above. Inappropriate contacts with LAWA staff may result in the Proposer(s)' disqualification.

B. SUBMITTAL OF PROPOSAL

To facilitate review and comparison of all documents, Proposals should be submitted in a simple manner, free of unnecessary materials. Proposers must submit one (1) original and five (5)

copies of the Proposal in a single, sealed package, clearly marked "PROPOSAL FOR FINANCIAL CONSULTING SERVICES FOR LOS ANGELES WORLD AIRPORTS". The original must be marked "Original" on its front page or cover, and must contain the original signatures. The Administrative Requirements packet must be submitted in a separately bound document; only one original and one copy of this document need be submitted. In addition, a copy of all text responses must be submitted on disk in a current pdf format.

Proposals must be received at the address indicated below, by the specified date and time in order to be accepted by LAWA. LAWA reserves the right to postpone the proposal submittal due date.

Proposals will be received up to the time and date stated in the Notice Inviting Proposals and may be hand-delivered or mailed, but must be received and not merely postmarked, by that time, at the following address:

Nerida S. Esguerra
Finance & Budget Division
Los Angeles World Airports
1 World Way
Los Angeles, California 90045

No Proposal received after the date/time fixed in the Notice Inviting Proposals will be considered. Any late Proposal will be returned to Proposer(s) unopened.

A Proposer may amend, correct, or withdraw a Proposal, provided their request is in writing and received by LAWA before the date and time set for the receipt of Proposals. Unilateral amendments or corrections to errors made by the Proposer(s) in the Proposal will not be accepted after the time set for submission of the Proposal.

The Proposal may not be withdrawn by the Proposer for a period of 180 days after the proposal submittal due date and may remain valid beyond that time with the consent of the Proposer.

Proposal or modification to a Proposal, submitted by telephone, fax, or email, or any other manner not described above, will not be considered.

It is LAWA's intent to select up to two Proposer(s) and award a Contract to each of the selected Proposer(s) in a form approved by the City Attorney. The RFP, Proposal, or any part thereof may be incorporated into and made part of the Contract. LAWA reserves the right to negotiate the terms of the Contract. LAWA also reserves the right to withdraw the RFP, reject any or all Proposal(s) submitted for any reason, in LAWA's sole discretion, including noncompliance with RFP provisions, or not to award a Contract at any time for any reason.

C. CONFIDENTIALITY

All Proposals submitted in response to this RFP will become the property of LAWA and a matter of public record. The proposals will be subject to disclosure to the public consistent with California Government Code, including Section 6255. Proposer(s) must identify all trade secrets or other proprietary information contained in the Proposal that the Proposer claims is exempt

under the California Public Records Act, separately bind and label such material "Proprietary Information," and state in the Proposal that "The Proposers will indemnify LAWA and hold it harmless from any claim or liability for its refusal to disclose the claimed proprietary information to any person making a request." The failure to bind and label such material and failure to include such statement shall constitute a waiver of the Proposer's right to claim an exemption from disclosure. Specific references to this separately bound information must be made in the body of the Proposal. LAWA may reject any Proposal it believes it cannot fairly evaluate with the information claimed "Proprietary". LAWA reserves the right to make use of any and all information and ideas in the Proposals.

D. REQUIREMENTS OF PROPOSAL

The Proposal for Financial Consulting Services for LAWA shall consist of five sections:

- SECTION I. Executive Summary
- SECTION II. General Firm Qualifications and Experience
- SECTION III. Qualifications and Experience of Assigned Personnel
- SECTION IV. Previous Successful Projects/Contracts
- SECTION V. Fee Proposal
- SECTION VI. ADMINISTRATIVE REQUIREMENTS PACKET
(Must be bound separately)

A description of information to be provided in the SECTIONS I-VI is provided below. Information regarding Section VI (Administrative Requirements Packet) of the Proposal is contained in Part IV of this RFP.

In order to be considered by LAWA, the Proposal must conform to the requirements contained in this section and must include completed and signed copies of all documents, as required. All Proposals must be clearly marked: "PROPOSAL FOR FINANCIAL CONSULTING SERVICES FOR LAWA."

E. OTHER REQUIREMENTS

A set of tabs to identify each part of the Proposal must be provided to facilitate quick reference. Responses to requests in each section must be complete and numbered consecutively with all requested information attached.

Each Proposer assumes the responsibility for making sure all required documents are complete and submitted with the Proposal.

Proposer(s) may be asked to revise, clarify, and/or provide additional information during the Proposal review process. These requests must be responded to in writing within the time frame specified by LAWA.

SECTION I – EXECUTIVE SUMMARY

The Proposal must contain an Executive Summary describing important and significant features of the Proposal. The Executive Summary must also include a brief statement of how the Proposer meets the minimum qualifications criteria set forth in "Part I". Item B, General

Information-Minimum Qualifications Requirements of this RFP. Proposer(s) may include other important general information that is deemed significant enough to be highlighted within the proposal document. An authorized representative of the proposing entity must sign the cover letter.

SECTION II – FIRM QUALIFICATIONS AND EXPERIENCE

Proposer(s) must describe their experience in performing the work described in the Scope of Work in this RFP, including similar services extended to other airports. Proposer(s) may include proof of pertinent certifications or professional affiliations required or desired in the conduct of their business.

SECTION III – QUALIFICATIONS AND EXPERIENCE OF ASSIGNED PERSONNEL

Proposer(s) must submit a detailed staffing plan, to include an organizational chart identifying all personnel to be involved in all aspects of the consulting services detailed in the scope of work in this RFP and the reporting structure for such personnel.

Proposer(s) must provide the name, qualifications and experience of personnel, including subcontractors who will be assigned to provide services to LAWA. A detailed resume of each of the personnel named shall be provided in this Section. Personnel resume shall include professional degrees, academic training and certificates, number of years of relevant work experience, description of major projects (similar or related to the Scope of Work described in this RFP) undertaken and references with current contact information.

SECTION IV – SUCCESSFUL PROJECTS

Proposer must submit a list of projects, similar to the items enumerated in the Scope of Work, undertaken with other airports within the last three years. Proposer shall submit a detailed description of the project, including the amount of contract, research and interaction required with outside agencies such as the FAA. Detailed information required are:

1. Name of Airport
2. Contract Amount
3. Cost Structure and Fee
4. Scope of Work
5. Name, email address and telephone number of reference (client representative).

Proposer must also submit a list of all their City contracts held within the past ten years. Information required above should also be provided for verification, if needed.

SECTION V – FEE PROPOSAL

Fee proposal must include a rate schedule that specifies hourly labor rates for all assigned personnel that will be working on the Contract, including subcontractor rates. Proposer must indicate amount of proposed increases over the term of the Contract.

The rate schedule must include the name, designation/title, and hourly rate of all personnel that will be working on the Contract.

SECTION VI – ADMINISTRATIVE REQUIREMENTS

Please refer to PART IV of the RFP.

PART III - PROPOSAL EVALUATION AND AWARD OF CONTRACT

A. EVALUATION CRITERIA

Specific criteria have been established to assist LAWA in the evaluation of Proposals. The successful Proposal will address all evaluation criteria. The criteria listed below will be used to evaluate all complete Proposals submitted by Proposer(s) who have demonstrated that the minimum qualification requirements have been met.

EVALUATION CRITERIA:

1. General Firm Qualifications and Experience – 10%
2. Qualifications and Experience of Assigned Personnel – 30%
3. Previous Successful Projects – 20%
4. Fee Schedule – 25%
5. Experience with LAWA/City of Los Angeles – 10%
6. Quality and Responsiveness of the Proposal – 5%
7. Compliance with Administrative Requirements: Pass/Fail

B. INVESTIGATION

Responsibilities and qualifications of each Proposer will be determined from the information furnished by Proposer(s) in the Proposal document, from the information submitted by Proposer(s) at the panel interview session, if any, and from other sources determined to be valid by LAWA. No award will be made until after such investigations, as are deemed necessary by LAWA, are made regarding the experience and qualifications of Proposer(s). By submitting a Proposal, Proposer(s) grants permission to LAWA to conduct any investigation deemed necessary and appropriate during review of the Proposal.

C. AWARD OF CONTRACT

LAWA shall award the Contract at the conclusion of successful negotiations with the Proposer/s whose offer meets the RFP requirements and proposes the best offer to LAWA, based on the evaluation criteria set forth in this RFP, subject to the approval of the BOAC.

LAWA reserves the right to award a Contract based on a partial or portion of the scope of work contained in the RFP.

PART IV. ADMINISTRATIVE REQUIREMENTS

Each Proposal must include an Administrative Requirements that should be bound separately from other parts of the Proposal and clearly labeled “Administrative Requirements Packet.” Failure to submit the requirements as specified in this section may render the Proposal non-responsive and cause it to be rejected.

Administrative Requirements

Administrative Requirements

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

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

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

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

2. AFFIRMATIVE ACTION

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

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

Attachments:

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

For further information regarding this requirement please contact:

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

3. ASSIGNMENT OF ANTI-TRUST CLAIMS

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

Attachment:

- California Government Code Section 4550--4554

4. BUSINESS TAX REGISTRATION CERTIFICATE

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

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

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

Additional information regarding this requirement may be obtained at:

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

Attachment:

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

5. CHILD SUPPORT OBLIGATIONS

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

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

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

Attachments:

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

For additional information please contact:

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

6. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

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

Attachments:

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

The following supplementary information is available at
http://www.lawa.org/welcome_LAWA.aspx?id=600.

- Contractor Responsibility Program Frequently Asked Questions
- CRP Rules and Regulations

7. EQUAL BENEFITS ORDINANCE

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

employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration.

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

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

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

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

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

For additional information regarding the EBO, as well as forms, ordinances, please contact Contract Services at (310) 417-6495 or Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922 or visit our website at http://www.lawa.org/welcome_LAWA.aspx?id=658.

8. FIRST SOURCE HIRING PROGRAM

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

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

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

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

9. INSURANCE

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

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

Attachments:

- Insurance Requirement Sheet
- Insurance Language

The following supplementary information is available at http://www.lawa.org/welcome_LAWA.aspx?id=630.

- Guidance for Submitting Evidence of Insurance
- Workers' Compensation Special Endorsement
- Automobile Liability Special Endorsement
- Aviation/Airport/Aircraft Liability Special Endorsement
- General Liability Special Endorsement
- Frequently Asked Questions

10. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

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

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

Attachment:

- Current and Prior City of Los Angeles Contracts

11. LIVING WAGE AND SERVICE CONTRACT WORKER RETENTION ORDINANCES

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

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

Unless otherwise exempt in accordance with the provisions of the Service Contractor Worker Retention Ordinance Section 10.36 et seq., as amended from time to time (the “SCWRO”), contractors under service contracts primarily for the furnishing of services to or for the City or financial assistance recipients and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall comply with the provisions of the SCWRO.

Generally, for SCWRO compliance, the successor contractor shall agree to retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer and who were earning less than Fifteen Dollars (\$15.00) per hour.

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

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

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

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

For the most current LWO/SCWRO rates, rules and regulations, please visit the Department of Public Works’ website at <http://bca.lacity.org> or contact the Bureau of Contract Administration,

Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

12. MUNICIPAL LOBBYING ORDINANCE

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

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

Additional information regarding this requirement may be obtained at:

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

Attachments:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586.

13. MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE PROGRAM

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

The anticipated level of participation for this project has been set at 15% M/WBE.

Failure to meet this M/WBE participation level will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, it is incumbent on the Bidder/Proposer to submit appropriate documentation to demonstrate that a "good faith effort"

was made to reach out to M/WBEs. **Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.**

Attachments:

- MBE/WBE/OBE Policy Statement
- Instructions Regarding Demonstration of MBE/WBE/OBE Good Faith Efforts
- MBE/WBE/DBE Participation Form

The following supplementary information is available at
http://www.lawa.org/welcome_LAWA.aspx?id=620.

- Frequently Asked MBE/WBE/OBE Questions
- MBE/WBE/DBE Certification Application and Information

Checklist

Administrative Requirements Checklist

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

2. AFFIRMATIVE ACTION

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

3. CHILD SUPPORT OBLIGATIONS

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

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

4. CONTRACTOR RESPONSIBILITY PROGRAM

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

5. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

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

6. LIVING WAGE / SERVICE CONTRACT WORKER RETENTION ORDINANCES

If you are claiming exemption from said Ordinances:

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

7. MUNICIPAL LOBBYING ORDINANCE

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

8. MINORITY, WOMEN, AND OTHER / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – Good Faith Effort Documentation (GFE) (Upon Notification by the Department)

- ☐ Is the "MBE/WBE/DBE Participation Form" completed and enclosed in the GFE Packet?
- ☐ Is the pre-bid meeting sign-in sheet enclosed in the GFE Packet?
- ☐ Is a copy of the advertisement for sub-bids and proof of publication enclosed in the GFE Packet?
- ☐ Are copies of the letters sent to MBEs, WBEs, DBEs and OBEs indicating work items to be performed enclosed in the GFE Packet?
- ☐ Are copies of the appropriate telephone logs enclosed in the GFE Packet?
- ☐ Are copies of the letters sent to recruitment organizations enclosed in the GFE Packet?
- ☐ Are all bids, quotes, or qualifications received for the project enclosed in the GFE Packet?
- ☐ Is a summary sheet listing bids received and the subcontractor selected for that work area enclosed in the GFE Packet?

Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.

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

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

- Business Tax Registration Certificate
- Equal Benefit Ordinance
- Insurance

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

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

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

)

) ss.:

COUNTY OF _____

)

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

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

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

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

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

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

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

Signed:

Name: _____

Title: _____

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

Notary Public

(Notarial Seal)

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

Affirmative Action

DATE _____

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor _____ Project Title _____ Length of Contract _____

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

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

FOR CONSTRUCTION PROJECTS

(L.A. County Only)

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

FOR NON-CONSTRUCTION PROJECTS

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

Employment statistics were obtained from:

Available Records Visual Check Other (Specify) _____

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

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

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

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

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

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

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

DATE

OFFICER'S SIGNATURES

FIRM NAME

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Assignment of Anti-Trust Claims

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

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

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

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

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

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

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

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

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

Business Tax Registration Certificate

BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM

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

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

Company Name: _____

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER								FUND		CLASS		

New format:

ACCOUNT NUMBER														FUND		CLASS		

State effective dates here: _____ to _____

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

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

Exemption Number:

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Explanation:

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

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

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

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

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

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

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

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

City/County/State

Date

Name of Business Address

Signature of Authorized Officer of Representative Print Name

Title Telephone Number

Contractor Responsibility Program

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

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

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

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

A. PROJECT TITLE: _____

B. BIDDER/CONTRACTOR INFORMATION:

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

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

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

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

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

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

☐ **Yes** ☐ **No**

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

B. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

C. PERFORMANCE HISTORY

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

☐ **Yes** ☐ **No**

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

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

D. COMPLIANCE

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

E. BUSINESS INTEGRITY

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

☐ Yes ☐ No

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

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

☐ **Yes**

☐ **No**

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

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

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

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

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Equal Benefits Ordinance

EQUAL BENEFITS ORDINANCE

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

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

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

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

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

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

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

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

- a. Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.
 - b. Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
 - c. Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.
- 2. Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).
Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.
 - 3. Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
 - 4. The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. **Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.**

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

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

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

File/Bid/Contract Number _____

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

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

Approximate Number of Employees in the United States: _____

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

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

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

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

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

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

DECLARATION UNDER PENALTY OF PERJURY

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

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

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN/TIN

CITY OF LOS ANGELES

Los Angeles World Airports

Contract Services Division

7301 World Way West, Los Angeles, CA 90045

Phone: (310) 417-6495 - Fax: (310) 646-9620

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

PROVISIONAL COMPLIANCE

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

APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

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

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

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

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

B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

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

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

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

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
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REASONABLE MEASURES

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

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company	EIN/TIN
-----------------	---------

Street Address	City,	State	Zip
----------------	-------	-------	-----

Contact Person/Title	Telephone Number	Fax Number
----------------------	------------------	------------

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

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

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

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

ACKNOWLEDGEMENT REGARDING APPLICATION

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

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

Name of Signatory (Print)	Signature	Title	Date
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Insurance

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: City of Los Angeles Department of Airports

AGREEMENT/ACTIVITY: RFP - Financial Consulting Services

TERM: Three years

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

	<u>LIMITS</u>
☒ Workers' Compensation (Statutory)/Employer's Liability	<u>Statutory</u>
☒ Broad Form All States Endorsement	
☒ Voluntary Compensation Endorsement	
(*) Longshoremen's and Harbor Workers' Compensation Act Endorsement	
☒ Waiver of Subrogation	
(Specifically naming "Los Angeles World Airports"	
Blanket endorsements are unacceptable)	
☒ Automobile Liability - covering owned, non-owned & hired auto	<u>\$ 1,000,000 CSL</u>
☒ Aviation/Airport Liability	<u>\$ 1,000,000 CSL</u>

OR

☒ Commercial General Liability, including the following coverages:	<u>\$ 1,000,000 CSL</u>
☒ Premises and Operations	
☒ Contractual (Blanket/Schedule)	
☒ Independent Contractors	
☒ Products /Completed Operations	
☒ Broad Form Property Damage	
☒ Personal Injury	
☒ Explosion, Collapse & Underground (required when work involves digging, excavation, grading or use of explosive materials.)	
☒ Additional Insured Endorsement	
(Specifically naming "Los Angeles World Airports"	
Blanket endorsements are unacceptable)	
☒ Professional Liability	<u>\$1,000,000</u>

<u>**</u> Coverage for Hazardous Substances	Sudden Occurrence	<u>\$ **</u>
	Non-sudden Occurrence	<u>\$ **</u>

Comments: * if exposure exists, coverage is required.
 ** Must meet Federal and/or State requirements.

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

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

PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE

Insurance

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

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

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

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

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

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

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

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

policy coverages and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

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

City Held Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival of Indemnities. The provisions of this *City Held Harmless* Section shall survive the termination of this Agreement.

Hazardous and Other Regulated Substances

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

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

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

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

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

List of Other City of Los Angeles Contracts

Current and Prior City of Los Angeles Contracts

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

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

Municipal Lobbying Ordinance



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

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

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

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

Date: _____ Signature: _____

Name: _____

Title: _____

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

Los Angeles Administrative Code § 10.40.1(h)

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

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

Los Angeles Administrative Code § 10.37.1(i)

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

MBE, WBE and OBE Program

Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and all Other Business Enterprises (OBEs) Program

Policy Statement

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

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

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

Outreach Requirements

Los Angeles World Airports is committed to increasing the number of minority and woman-owned firms participating in Airport contracts. Bidders/proposers should strive to achieve the levels of participation set for each project and must also demonstrate that a good faith effort was made to secure MBE/WBE subcontractors sufficient to reach these levels. Firms may participate in LAWA contracts as prime contractors, members of a joint venture, subcontractors, or suppliers.

Evaluating Good Faith Efforts

It is incumbent on the bidder/proposer to submit appropriate documentation to demonstrate that a good faith effort was made to reach out to MBE/WBE/OBEs. The attached Instructions Regarding Demonstration of Good Faith Effort provide guidelines on such documentation, which must be submitted within three days of notification by the Department. It is important to understand that all bidders/proposers, regardless of whether or not they have met or exceeded the levels of participation and regardless of their own minority or gender status, will be evaluated on their good faith effort. Bidders/proposers determined to have not made a good faith effort will be considered non-responsive for purposes of this bid/proposal.

Subcontractor Listing

In addition to the good faith effort documentation, your bid/proposal must also include a completed MBE/WBE/DBE Participation Form outlining the portion of the work that will be performed by each listed MBE/WBE subcontractor. The form must include the name and address of the subcontractor, the percentage of the total contract the subcontractor will perform, and the dollar amount the percentage represents. A copy of the required form is included in this section. Please note that the Participation Form is signed under penalty of perjury. Any change of subcontractor is subject to the substitution provisions outlined in this document.

Utilization Reporting Form

An MBE/WBE/DBE Utilization Form for reporting the actual utilization of MBE/WBE firms is to be submitted monthly by each prime contractor. A copy of this form will be provided prior to the commencement of work. The progress payment and/or final payment may be withheld pending receipt of the Utilization Form. Failure to submit the Utilization Form as required shall constitute a breach of contract.

Substitutions of MBE/WBE Subcontractors

Prime contractors shall notify LAWA's Procurement Services Division of the need for a substitution as soon as such need is determined, and shall not make the substitution until the Division has authorized the substitution. Should the substitution result in a lower level of MBE/WBE participation, the prime contractor will be required to document their good faith effort.

Certification

A firm that wants to be considered a Minority Business Enterprise or Woman Business Enterprise for this project must be certified under the Unified Certification Program no later than the due date of the bid/proposal. If not currently certified, the company must submit all necessary documents including the Application for Certification (available at http://www.lawa.org/welcome_LAWA.aspx?id=620) to the City of Los Angeles Centralized Certification Administration.

For additional clarification of the Minority and Woman-Owned Business Enterprise Program, please contact the Centralized Certification Administration at (213) 847-2684.

DEPARTMENT OF AIRPORTS

INSTRUCTIONS REGARDING DEMONSTRATION OF GOOD FAITH EFFORT

It is the policy of the City of Los Angeles to provide all MBEs, WBEs, and OBEs an equal opportunity to participate in the performance of all City contracts. Bidders must assist the City in implementing this policy by taking all reasonable steps to ensure that all qualified business enterprises including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in City contracts. A bidder's good faith efforts to reach out to MBEs, WBEs and OBEs will be determined from written documentation of the level of effort put into achieving the indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to submit supporting documentation of a good faith effort within three days upon notification by the department and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection.** Adequacy of a bidder's good faith effort will be determined by the Department after consideration of the indicators of good faith as set forth below.

Indicator Points

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

Each indicator (2-10) is evaluated on a pass/fail basis, i.e., either full or zero points can be achieved for compliance with each item.

1. LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION

NO POINTS

The bidder has made a good faith effort to obtain sub-bid participation by MBEs, WBEs and OBEs which could be expected to produce a reasonable level of participation by interested business enterprises, including the MBE and WBE percentages set forth for this project.

Required documentation: Completed MBE/WBE/DBE Participation Form.

2. ATTENDED PRE-BID MEETING

10 POINTS

The bidder has attended the pre-bid meeting scheduled by the Department to inform all bidders of the requirements for the project for which the contract will be awarded. The Department may waive this requirement only if the bidder certifies in writing prior to the pre-bid meeting that it was already informed as to those project requirements.

Required documentation: a) Attend pre-bid meeting and be listed on the attendance sheet; or b) Submit a letter prior to the pre-bid meeting either by fax to 310 646-9620, or by mail to Contract Administration, 7301 World Way West, 2nd floor, Los Angeles, CA 90045.

3. SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS

10 POINTS

The bidder has identified and selected specific work items in the project to be performed by sub-bidders/subcontractors in order to provide an opportunity for participation by MBEs, WBEs and OBEs. Upon making this determination, the bidder subdivided the total contract work requirements into smaller portions or quantities to permit maximum active participation of MBEs, WBEs and OBEs.

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

4. ADVERTISEMENT

9 POINTS

Not less than ten calendar days prior to the submittal of bids, the bidder advertised for sub-bids from interested business enterprises in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Department

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

Note: The advertisement must be specific to the project, not generic, and may not be a placeholder advertisement provided by the publication. It should include the City of Los Angeles project name, name of bidder, areas of work available for subcontracting, and a contact person's name and telephone number, 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. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.

5. WRITTEN NOTICES TO SUBCONTRACTORS

15 POINTS

The bidder has provided written notice of its interest in receiving sub-bids on the contract to those business enterprises, including MBEs, WBEs and OBEs having an interest in participation in the selected work items. All notices of interest shall be provided not less than ten calendar days prior to the date the bids are required to be submitted.

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

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

CERTIFICATION AGENCIES

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

City of Los Angeles

Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway St., 300
Los Angeles, CA 90015

(213) 847-1922
(213) 847-2777 FAX
<http://bca.lacity.org>

Caltrans

State of California, Department of Transportation
Civil Rights Group
120 S. Spring Street
Los Angeles, CA 90012

(916) 324-1700 directory orders
Toll free: 1866-810-6346
<http://www.dot.ca.gov/hq/bep/>

Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department
1 Gateway Plaza
Los Angeles, CA 90012

(213) 922-2600
(213) 922-7660 FAX

6. FOLLOW-UP ON INITIAL SOLICITATION

10 POINTS

The bidder has documented efforts to follow-up initial solicitation of sub-bid interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project work.

Required documentation: A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Bidders must follow-up with all subcontractors to whom they sent letters.

7. PLANS, SPECIFICATIONS AND REQUIREMENTS

5 POINTS

The bidder has provided interested sub-bid enterprises with information about the plans, specifications and requirements for the selected sub-bid/subcontracting work.

Required documentation: Include in Indicator 4 or 5, information detailing how, where and when the bidder will make the required information available to interested subcontractors.

8. CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS

10 POINTS

The bidder has requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and OBEs not less than fifteen calendar days prior to the submission of bids. Any other organizations promoting MBE/WBE/OBE activities not included in the following list which have been contacted, must also be listed in the required documentation.

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

RECRUITMENT/PLACEMENT ORGANIZATIONS

Business and Job Resources Center
Los Angeles World Airports
6151 West Century Boulevard, Suite 1000
Los Angeles, California 90045
Rose Cote, Business Outreach Coordinator

(310) 417-6490 Ext. 1430
(310) 649-3489 FAX

Email: rcote@lawa.org

Minority Business Opportunity Center (MBOC)
City Hall
200 N. Main Street, 13th Floor
Los Angeles, CA 90012

213 978-0671
213 978-0690 FAX

National Center for American Indian Enterprise Development
11138 Valley Mall, Suite 200
El Monte, CA 91731

626 442-3701
626 442-7115 FAX
<http://www.ncaied.org>

The Associated General Contractors of California
Los Angeles District Office
1906 W. Garvey Avenue South, Suite 100
West Covina, CA 91790

626 608-5800
626 608-5810 FAX
<http://www.agc-ca.org>

Latin Business Association (LBA)
120 S. San Pedro Street, Suite 530
Los Angeles, CA 90012

213 628-8510
213 628-8519 FAX
<http://www.lbausa.com>

Black Business Association
Mailing Address: P.O. Box 43159
Los Angeles, CA 90043
President: Earl 'Skip' Cooper, II

323 291-9334
323 291-9234 FAX
<http://www.bbala.org>
E-mail: bbala@earthlink.net

The Asian Business Association
120 S. San Pedro Street, Suite 523
Los Angeles, CA 90012

213 628-1ABA
213 628-3222 FAX
<http://www.aba-la.org/index.asp>
Email: info@aba-la.org

Engineering Contractors' Association
8310 Florence Avenue
Downey, CA 90240562

800 293-2240
923-6179 FAX

National Association of Minority Contractors
Southern California Chapter
PO Box 43307
Los Angeles, CA 90043
Attn: Kevin Ramsey Email:

310 635 3277
310 635-0562 FAX
<http://www.namcsc.net>
kramsey@pacbell.net

National Association of Women Business Owners – Los Angeles
900 Wilshire Boulevard, Suite 404
Los Angeles, CA 90017

213 622-3200
213 622-6659 FAX
<http://www.nawbola.org>
Email: info@nawbola.org

Los Angeles Urban League
3450 Mount Vernon Drive
Los Angeles, CA 90008

323 299-9660
323 299-0618 FAX
<http://www.laul.org>
Email: info@laul.org

Society of Hispanic Professional Engineers
SHPE National Office
5400 E. Olympic Blvd., Suite 210
Los Angeles, CA 90022

323 725-3970
323 725-0316 FAX
<http://www.shpe.org>
Email: shpenational@shpe.org

The Asian American Architects/Engineers Association
(of Southern California)
P.O. Box 861807
Los Angeles, CA 90086

213 896-9270
213 896-9271 FAX
<http://www.aaesc.com>

9. NEGOTIATE IN GOOD FAITH

26 POINTS

The bidder has negotiated in good faith with interested MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory bids or proposals prepared by any enterprise, as determined by the Department.

Required documentation: a) Copies of all MBE/WBE/OBE bids or quotes received; and b) Summary sheet organized by work area, listing bids received and the subcontractor selected for that work area. If the bidder elects to perform a listed work area with its own work forces, they must include a bid that shows their own costs for the work.

10. BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

5 POINTS

The bidder has documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines of credit and insurance required by the Department or contractor.

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

The bidders shall submit completed good faith effort documentation within three days upon notification by the Department. The Department in its review of the good faith effort documentation may request additional information to validate and/or clarify that the good faith effort submission was adequate. Such information shall be submitted promptly upon request by the Department.

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION REPORT COMPLETION

This form is used to report the proposed participation of minority/woman/other and disadvantaged business enterprises during the term of the contract. It represents the bidder's or proposer's commitment to utilize the named MBE/WBE/DBE/OBE firms at the percentages indicated should the contract be awarded to the bidder or proposer.

THIS FORM MUST BE SUBMITTED WITHIN THREE (3) DAYS UPON NOTIFICATION BY THE DEPARTMENT

Prime Contractor - The bidder or proposer.

Project Title - The name or designation of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount prime contractor proposed for the bidding project.

Bid # - The Bidding number assigned by the Purchasing Office to the specific project being bid.

Profile Information - Insert the following codes in the appropriate blanks for the Prime Contractor and for all subcontractors. If an application has been submitted and certification is pending, place a "P" in parentheses after the appropriate entry. [e.g. MBE (P)].

<u>Group</u>	<u>Ethnicity</u>
DBE - Disadvantaged Business Enterprise	A - Asian
MBE - Minority Business Enterprise	B - Black
WBE - Woman Business Enterprise	C - Caucasian
OBE – Other Business Enterprise (i.e., any firm other than a DBE, MBE or WBE)	H - Hispanic
	NA - Native American

<u>Gender</u>	<u>NAICS</u>
M - Male	The North American Industry Classification System
F - Female	number listed at http://www.census.gov/epcd/www/naics.html

Listing of LAW A approved MBE/WBE/DBE/OBE Subcontractors - The complete name, address, phone number (including area code), email and contact person of each MBE/WBE/DBE/OBE subcontractor, vendor or supplier must be provided. Include the subcontractor's State License #. PLEASE NOTE: All **MBE/WBE/DBE** firms must be certified by one of the following: the City of Los Angeles, Department of Public Works, Office of Contract Compliance, the California Unified Certification Program (CUCP), Los Angeles County Metropolitan Transportation Authority (MTA), or the California Department of Transportation (Caltrans). For information regarding the certification process, please call the Department of Public Works, Bureau of Contract Compliance @ (213) 847-1922.

Description of Work to be performed - A brief description of the work subcontractor will perform, and the **anticipated starting date** for the subcontractor.

The expiration date of the MBE/WBE or DBE certification – List the expiration date of the subcontractor's MBE/WBE/DBE certification. If the listed MBE/WBE/DBE firm is not certified, the dollar amount of its participation will not be counted toward goal achievement.

Amount Proposed - Indicate the amount to be paid the subcontractor over the term of the contract.

Percentage of Total - Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount. Please note: If the subcontractor is a regular dealer/supplier as defined in Code of Federal Regulations, Title 49, Part 26.55(e), only 60 percent of the Amount Proposed can be used in this calculation.

Signature/Date - This form must be signed by a responsible person capable of committing the firm contractually.

Name/Title/Phone - Print the name and title of the person signing the form. Include the area code with his or her telephone number.

Participation levels set by LAW A - List the MBE/WBE/DBE participation levels as set forth in the Request for Bid/Proposal.

Participation levels Proposed by Prime - Calculate the MBE participation level by adding the Amounts Proposed for all MBE subcontractors, and divide the result by the Bid/Proposal Amount. Calculate the WBE participation level by adding the Amounts Proposed for all WBE subcontractors, and divide the result by the Bid/Proposal Amount. Calculate the DBE participation level by adding the Amounts Proposed for all DBE subcontractors, and divide the result by the Bid/Proposal Amount.



Los Angeles World Airports

MBE/WBE/DBE/OBE
SUBCONTRACTOR PARTICIPATION REPORT

Prime Contractor _____
Address _____
City/State/Zip _____
Contact Name and Phone # _____
Forward Invoices: Monthly _____ Quarterly _____ Other _____ (Choose One)

Project Title _____
Bid/Proposal Amount _____ Bid # _____
Profile Information: (Circle One) Group: MBE WBE DBE OBE Gender: Male Female
(Circle One) Ethnicity: Asian Black Caucasian Hispanic Native American
NAICS # _____ (North American Industry Classification System)

Listing of LAWA approved subcontractors

Name, Address, Phone and Contact of proposed MBE/WBE/DBE subcontractor	Profile Information	Description of work to be performed	\$ Amount proposed	Percentage of Total
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		
State License # _____ Email: _____	Group _____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: _____ M/W/DBE Certification Expires _____		

MBE/WBE/DBE/OBE SUBCONTRACTOR PARTICIPATION REPORT

Name, Address, Phone and Contact of proposed OBE subcontractor	Profile Information	Description of work to be performed	\$ Amount proposed	Percentage of Total
State License # _____ Email: _____	OBE	Subcontractor starting date: _____		
State License # _____ Email: _____	OBE	Subcontractor starting date: _____		
State License # _____ Email: _____	OBE	Subcontractor starting date: _____		
State License # _____ Email: _____	OBE	Subcontractor starting date: _____		

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the sublessees/subcontractors that will be utilized if this contract is awarded to the above prime. I agree to comply with the Good Faith Effort provisions for substitutions and I further understand and agree that any and all changes or substitutions must be authorized by LAWA Procurement Services prior to their implementation

Signature Date Name (Please Print) Title Phone	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Participation Level Set by LAWA</td> <td style="text-align: right;">Participation Levels Proposed by Prime</td> </tr> <tr> <td>Total MBE _____ %</td> <td>\$ _____ %</td> </tr> <tr> <td>Total WBE _____ %</td> <td>\$ _____ %</td> </tr> <tr> <td>Total DBE _____ %</td> <td>\$ _____ %</td> </tr> <tr> <td>Total OBE _____ %</td> <td>\$ _____ %</td> </tr> <tr> <td colspan="2">Grand Total _____ %</td> </tr> <tr> <td colspan="2">Good Faith Effort reviewed by _____ Date _____ Date sent to Compliance Unit _____</td> </tr> <tr> <td colspan="2">Procurement Services Control Number _____ Contract No. _____ Division _____</td> </tr> </table>	Participation Level Set by LAWA	Participation Levels Proposed by Prime	Total MBE _____ %	\$ _____ %	Total WBE _____ %	\$ _____ %	Total DBE _____ %	\$ _____ %	Total OBE _____ %	\$ _____ %	Grand Total _____ %		Good Faith Effort reviewed by _____ Date _____ Date sent to Compliance Unit _____		Procurement Services Control Number _____ Contract No. _____ Division _____	
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