

**RETURN BID IN A SEALED**

**ENVELOPE to:**

Department of Airports  
LAX Procurement Services Division  
Attention: Cheryl Sampson  
7301 World Way West, 4<sup>th</sup> floor  
Los Angeles, CA 90045

CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS (LAWA)

**REQUEST FOR BID No. 111-075**

(Show this number on envelope)

This is not an order!

***If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.***

E-mail address: [csampson@lawa.org](mailto:csampson@lawa.org)

Phone No. 424-646-7392

Fax No. 424-646-9274

Quotation must be delivered prior to  
**2:00 PM Thursday, February 9, 2011**

**INTERACTIVE FIREARM TRAINING SYSTEM**

**THE FOLLOWING BID MUST BE SIGNED!**

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

***Bidder understands and agrees that the bidder name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles and on the insurance documents submitted to the Los Angeles World Airports (LAWA), if applicable.***

*Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.*

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

(Print) Bidder's name: \_\_\_\_\_

(Bidder's name must be the same as the name on the invoice!)

Sole proprietor \_\_\_ Partnership \_\_\_ Corporation \_\_\_ S Corporation \_\_\_

Name(s) and Titles(s): \_\_\_\_\_

(Sign with ink or indelible pen)

Contact Person (if different from the above) \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days (minimum 25 days for net bid award consideration)

Bids are requested in form of fixed price, Free on Board (FOB) Destination, by the City of Los Angeles, Los Angeles World Airports (LAWA), to furnish the following goods/equipment and service:

### **INTERACTIVE FIREARM TRAINING SYSTEM**

according to the bid conditions and attached specifications.

#### **BID PRICES VERIFICATION WORKSHEET:**

Bidder must submit its firm fixed prices in the attached bid prices verification work sheet.

Note 1: Excel spreadsheet is posted on the website: [www.labavn.org](http://www.labavn.org).

Note 2: The Extended Price will be automatically calculated.

Bidders shall not make any changes to the worksheet. Any changes to the worksheet will render your worksheet void, and may result in your bid being rejected as non-responsive.

**State below your total bid price per directions contained in the attached Worksheet:**

**TOTAL BID PRICE: \$ \_\_\_\_\_**

#### **BIDDERS' CONFERENCE:**

Prospective bidders are invited to a bidders' conference at **11:00 A.M. on Wednesday, JANUARY 25<sup>th</sup>, 2011** at: LAWA Purchasing Office, 7301 World Way West, Fourth Floor, Los Angeles, CA 90045 (see attached map). Bidders should bring one (1) business card and leave them when signing the bid sign in sheet. Additional information regarding the bidder's conference may be obtained from the Procurement Analyst, Cheryl Sampson, at telephone number 424-646-7404, or by e-mail at [csampson@lawa.org](mailto:csampson@lawa.org). Department personnel will be available to answer questions related to this project.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: Larry Rolon, LAWA ADA Coordinator at (424) 646-5005.

#### **DIRECTIONS TO THE PURCHASING OFFICE:**

Los Angeles World Airports - 7301 World Way West, Los Angeles, 90045

405 (South) or (North) to 105 (West)

105 (West) to the end. (Imperial Highway)

Imperial Highway (West) approx. 3 signal lights to Pershing Drive.

At Pershing Drive, make a Right turn

Approx. 1000 feet (North) where there will be a sign "World Way West"

Follow the road on to World Way West. (East)

Proceed (East) to third signal light at Administration Road, and turn LEFT into the driveway and park in the parking area in front of you.

The first building west of you is 7301—The Procurement Office.

DO NOT park in the Assigned Spaces in front of the building.

#### **BIDDER'S RESPONSIBILITY:**

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted.

**ADDITIONAL QUANTITIES:**

The City desires the option to purchase additional quantities of above item(s). State if you will accept orders for additional quantities at the same prices, terms and conditions, provided additional quantities do not exceed that shown above and provided the City exercises option before: 06/29/2012, **Option Granted** \_\_\_\_\_ **Option Not Granted** \_\_\_\_\_. If option is not granted, state length of time above bid price(s) is/are good and additional orders are acceptable: **Above bid prices are good until** \_\_\_\_/\_\_\_\_/201\_\_.

**AUTHORIZATION FOR ADDITIONAL WORK:**

Los Angeles World Airports (LAWA) personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide whether Contractor or Maintenance Personnel shall perform additional work. Also, during the course of this contract, contractor may be called upon to provide parts and materials above and beyond the stated specifications in this contract.

State whether you will grant to the Department of Airports the option to provide additional work or materials and parts under \$1,000.00.

\_\_\_\_\_ Option Granted, \_\_\_\_\_ Option Not Granted

**AWARD OF PURCHASE ORDER:**

Award of the Purchase Order will be made after investigation of the responsibility of the low bidder. The bid will be awarded to the lowest responsive and responsible bidder meeting the requirements of the specification.

**BID:**

The bid must be made on the bid form provided. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the plans and specifications. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineations must be explained or noted on the bid over the signature of the bidder. No modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered. **Bidders must acknowledge receipt of all addenda in the space provided below:**

Signature: \_\_\_\_\_ Addendum 1 (if issued)  
Signature: \_\_\_\_\_ Addendum 2 (if issued)  
Signature: \_\_\_\_\_ Addendum 3 (if issued)

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the Executive Director. All bids shall be subject to acceptance by the City for three (3) months.

**DELIVERY COSTS:**

Prices quoted shall include all delivery and unloading charges to the City of Los Angeles, Los Angeles World Airports, Airport Police Firing Range, at 7171 W Imperial Hwy., Los Angeles, CA 90045, attention: Sgt. Steve Zouzounis. Bidder/contractor owns equipment/goods in transit and files any claim with shipper/manufacturer for any loss or damage.

**DELIVERY TIME:**

Delivery is required within forty-five (45) days or sooner after receipt of order.

**ESTIMATED EXPENDITURE:**

Total expenditures under this purchase are estimated to be \$52,000.00. No guarantee can be given that this total will be reached or that it will not be exceeded.

**DEVIATION FROM SPECIFICATIONS:**

These specifications are to describe the construction, design, size, quality/performance of equipment/goods desired, and are not intended to be restrictive to any particular brand. Bids will be considered for brands deviating from the specifications if such brands comply substantially with the specifications. **EACH**

**DEVIATION FROM THE SPECIFICATIONS MUST BE STATED IN A SEPARATE DOCUMENT**

**ATTACHED TO THE BID RESPONSE.** Submit complete illustrative and technical data on items bid on.

Failure to do so may nullify bid.

**EQUIPMENT/PART/MATERIALS EVALUATION:**

The apparent successful bidder may be required to provide a unit of the same capacity and configuration as unit offered, for evaluation by the City within seven (7) working days after the bid opening date and prior to the award of a contract. The City will be the sole judge in determining the acceptability of the unit offered.

**GENERAL CONDITIONS:**

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

**ILLUSTRATIVE AND TECHNICAL DATA:**

Bidder is to submit with bid, complete illustrative and technical data on goods/equipment proposed to be furnished. Failure to furnish such data may void bid.

**INSURANCE:**

**No work may commence until insurance is in full force and effect.**

**INVOICE INSTRUCTIONS:**

The request for bid is subject to the attached "Invoice Instructions"

**MAKE/BRAND, MODEL NAME/NUMBER:**

Reference in these specifications to make/brand of goods/equipment is for illustrative purposes only and is not intended to be restrictive to any particular make/brand. Bids will be considered for other make/brand(s) complying with the specifications where specific model name/number(s) are referenced above. Bidders desiring to quote on any other make/brand, must indicate make/brand and model name/number proposed with each item. The specified make/brand(s) must be furnished unless otherwise indicated by bidder.

**NEW AND UNUSED:**

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

**PAYMENT TERMS:**

Payment terms are Net 30 days, unless bidder grants the City a discount in the blank spaces after "Payment terms" on the bid signature section of the front page. These terms are considered for net bid award, for payment required by bidder within 25 days, minimum!

**PRINTED LITERATURE:**

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

**REFERENCES:**

Bidders are required to **PRINT** below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

Name	Address	Phone #/Email	Project Description

**RIGHT TO REJECT BIDS:**

The City reserves the right to reject any and all bids; to waive any informality in such bids; to advertise for new bids; or to otherwise proceed to fulfill the City's needs.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the City, but the same shall be subject to acceptance by the City for a period of three (3) months. The City reserves the right to reject a bid/proposal from any company, business, corporation, or individual who is indebted to the City.

**SALES TAX:**

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

**SMALL LOCAL BUSINESS (SLB) PROGRAM:**

Companies certified as a Small Local Business with the City of Los Angeles are given a preference applied to bid contracts of \$100,000 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If after the preference, the SLB's bid is less than or equal to the lowest non-certified company's bid, the SLB will be awarded the contract.

In order to be given the bid preference as a certified SLB, your SLB application must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the last day for submission of the bid or proposal and approved prior to the award date as stated on the RFP.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

1149 S. Broadway, Suite 300  
Los Angeles, CA 90015

Certification as a Small & Local Business is valid for two calendar years from the date of approval. Applicant firms must be re-certified on an annual basis with the Office of Contract Compliance, Centralized Certification Section. For questions concerning the Small Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213) 847-2641.

**If certified SLB by the City of Los Angeles, you must indicate bidder certification number here:**

\_\_\_\_\_.

### **TABULATION OF BID RESULTS:**

Bid results shall be tabulated, usually within one week of the due date of the bid, and is available for public inspection at the front counter of the Procurement Services Division, at **7301 World Way West, 4<sup>th</sup> floor**, Los Angeles, CA 90045. **Bid results will not be communicated over the telephone or by fax.**

Bidders, wishing to obtain bid results, may either:

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

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

Be sure to log on with your LOG ON NAME and PASSWORD.

- The next screen is the BAVN logo and "Search for all Opportunities" below it, click on it.
- The next screen is "Search for Opportunities".
- In the "Status" field, select "Closed"
- In the "Department" field, select "Los Angeles World Airports".
- In the "Category" field, select "All"
- In the "Contract Type" field, select "Request for Bids"
- In the "Interest (NAICS Code)" field, select "All"
- In the "Contract Tracking Number" field, enter the bid number, in the format 111-XXX for formal bids or L10000000 for fax-email bids.
- Click below the tab "Search Opportunities".
- On the next screen "Currently Open", under the "Opportunity" column, identify the bid in question and click on its description.
- On the next screen, bottom area, under "Scope of Work Documents", click on "Bid Recap.pdf".

The next and final screen is the tabulation of response.

### **Note to Bidder:**

**Any communication regarding this Request for Bid must be addressed by e-mail to Procurement Analyst: [Cheryl Sampson](mailto:Cheryl.Sampson@lawa.org).**

### **ADMINISTRATIVE REQUIREMENTS:**

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. **Failure by the bidder to retrieve, read, fill out, comply with, when applicable, and return the Administrative Requirements with the bid response, may render the bid non-responsive!**

## **INTERACTIVE FIREARMS TRAINING SYSTEM**

### **LOS ANGELES WORLD AIRPORTS – AIRPORT POLICE DIVISION**

The Los Angeles World Airports - Airport Police Division is seeking to purchase an interactive firearms training system that will offer computer driven scenarios over a very wide range of simulated conditions. It will support interactive graphics-based firearms exercises and drills. Ideally the system will also have the capability of allowing users to easily film their own video scenarios without any special skills. The specifications for the training system in this bid request are based on the Milo Range Pro Training System by IES.

Deliver to:

LAWA Airport Police Firing Range  
7171 W. Imperial Hwy.  
Los Angeles, CA 90045  
Attention: Sgt. Steve Zouzounis  
Phone # 424-646-5670

The following list shall comprise specifications of the Interactive Firearms Training System for the LAX Airport Police Firing Range:

#### **The Core of the Interactive Firearm Training System:**

- Simulator computer system based on the latest MS Windows 7® platform (64-bit)
- 23" LCD touchscreen monitor
- Wireless keyboard and mouse
- All power/video cables and power strip
- 5.1 Surround-sound system/speakers
- True high Definition (HD) projector with 1080 resolution, 3,000 lumens, 1920 x 1080
- 16:9 Ratio HD projection display screen 12' x 7' wide, with travel case
- 16 Device hit detection lowlight box
- 500 pre-loaded interactive scenarios
- 40 graphics for skill and marksmanship training with weather effects included
- System self-calibration software and manual calibration with wand
- Pelican case for transport

#### **HD Scenarios and Graph X:**

- Lifetime free HD scenario upgrades (60 annually)

- Scenarios to include such situations as: domestics, traffic stops, active shooter, drunk & disorderly, armed disturbance, Homeland Security, military, installation security, airplane response, canine, public transportation, etc.

### **3-D Scenario Package:**

- 20 HD qualities, 3D scenarios loaded onto the system
- Two pair of anaglyph safety glasses, which provide 3D effects without impacting peripherals.

### **Course Designer Program:**

- Software program for creating custom training scenarios that are fully interactive with digital video and computer graphics
- Editing software and HD "fast capture" for downloading footage
- HD Camcorder for filming scenarios

### **Advanced Trainee Action Capture (ATAC):**

- Advanced Trainee Action Capture (ATAC) allows recording of trainee's actions and reactions during scenario playback inserted into debriefing sessions with Picture-in-Picture format (PIP).

### **Laser Training Devices:**

- Glock 17 R Training weapon with re-setting trigger
- X26 Taser Laser weapon (modified) and 2 dual-laser cartridges, includes: Taser weapon modified for use on the training system and 2 dual-laser cartridges with 8 degree separation for reloading drills
- Pistol Air Recoil Drop-in Kit for Glock 22 (weapon excluded). Includes: laser, drop-in barrel, spring, and 1 special Co2 magazine.
- AR-15 Air Recoil Drop-in Kit (weapon excluded). Includes: barrel-mounted laser, drop-in bolt, 1 special Co2 magazine.
- Pump Action Shotgun Laser Insert for Slugs and Buckshot, with XREP application training
- Programmable Laser OC Canister
- Programmable Laser Pistol dry-fire inserts for Beretta/Glock. Up to 16 laser devices are differentiated by the system.
- Surefire G2 flashlights with IR lenses to be used in conjunction with weapons for low light training



- Additional Glock 22 Magazine for Recoil Kit
- Additional AR-15 Magazine for Recoil Kit
- Additional Flashlight Filters (G2 Filter)

**Additional Services/Training:**

- Filming of 10 Scenarios with LAWA APD on site at LAX
- System and Peripheral Training to include up to 6 students at LAX on set-up, operation and training session applications (3 days)
- 2-Year Warranty on all components and labor

**CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS**

**FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

**BIDDER MUST ENTER ITS NAME HERE:** \_\_\_\_\_

**IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:**

- For each item enter your bid price under the column entitled **NET UNIT PRICE**. The worksheet will calculate automatically the **EXTENDED PRICE** and the **TOTAL BID PRICE**. Entering price by hand or typing it is **NOT** recommended and will result in extra verification staff time and cost for our agency.
  - Enter your response in the white rows if you bid on the items as specified. **USE THE SHADED ROWS BELOW** only for "or equal" items.
  - If bidding "or equal" items in the shaded rows, enter manufacturer name and product or catalog number in the said rows. If this information is missing, your bid response cannot be considered.
  - Enter only one response per item, either in the white row **OR** in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
  - Use this Excel worksheet on the website: [www.labavn.org](http://www.labavn.org). Complete your bid worksheet, save it, print it and submit it with your bid response . Do not email.
- Note:** If applicable, bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: **BID PRICES VERIFICATION WORKSHEET**.

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	NET UNIT PRICE	EXTENDED PRICE
1	IES Interactive Training USA	Milo Range Pro v4 HD 4x4	<b>Interactive Firearms Training System</b> (See Scope of Work for complete specifications.)	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
2	IES Interactive Training USA	Milo Range Pro v4 HD 4x4	<b>HD Scenarios and Graph X</b> supply and upgrades for system life (See Scope of Work for complete specifications.)	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
3	IES Interactive Training USA	Milo Range Pro v4 HD 4x4	<b>3D Scenario Package:</b> 20 HD quality 3D scenarios on the system, and 2 pair anaglyph safety glasses	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
4	IES Interactive Training USA	Milo Range Pro v4 HD 4x4	<b>Course Designer Program</b> software for creating custom scenarios for training. Uses digital video and computer graphics for creation of scenarios. Includes editing software and HD "fast capture" for downloading footage. HD Camcorder included.	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
5	IES Interactive Training USA	Milo Range Pro v4 HD 4x4	<b>Advanced Trainee Action Capture (ATAC):</b> records trainee's actions during scenario playback inserted into debrief scenario with Picture-in-Picture format.	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00

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**LOS ANGELES WORLD AIRPORTS**  
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6	IES Interactive Training USA	N/A	Glock 17R Training Weapon with resetting trigger	3	\$0.00	\$0.00
or equal				3	\$0.00	\$0.00
7	IES Interactive Training USA	N/A	X26 Taser Laser Weapon with 2 cartridges, including taser weapon modified for use on the training system and 2 dual-laser cartridges with 8 degree separation for reloading drills	3	\$0.00	\$0.00
or equal				3	\$0.00	\$0.00
8	IES Interactive Training USA	N/A	Pistol Air Recoil Drop-In Kit for Glock 22 (excluding weapon). Includes: laser, drop-in barrel, spring, 1 special Co2 magazine.	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
9	IES Interactive Training USA	N/A	AR-15 Air Recoil Drop-In Kit (excluding weapon). Includes: barrel-mounted laser, drop-in bolt, 1 special Co2 magazine.	2	\$0.00	\$0.00
or equal				2	\$0.00	\$0.00
10	IES Interactive Training USA	N/A	Pump Action Shotgun Laser Insert for Slugs and Buckshot, with XREP application training.	3	\$0.00	\$0.00
or equal				3	\$0.00	\$0.00
11	IES Interactive Training USA	N/A	Programmable Laser OC Canister	4	\$0.00	\$0.00
or equal				4	\$0.00	\$0.00
12	IES Interactive Training USA	N/A	Programmable Laser Pistol dry-fire Inserts for Beretta/Glock. (System differentiates up to 16 laser devices.)	5	\$0.00	\$0.00
or equal				5	\$0.00	\$0.00
13	IES Interactive Training USA	N/A	Surefire G2 Flashlights with infrared lenses (to be used in conjunction with weapons for low light training)	2	\$0.00	\$0.00

**CITY OF LOS ANGELES**  
**LOS ANGELES WORLD AIRPORTS**  
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Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	NET UNIT PRICE	EXTENDED PRICE
or equal				2	\$0.00	\$0.00
14	IES Interactive Training USA	N/A	Glock 22 Magazine for Recoil Kit	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
15	IES Interactive Training USA	N/A	AR-15 Magazine for Recoil Kit	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
16	IES Interactive Training USA	N/A	G2 Flashlight Filter	4	\$0.00	\$0.00
or equal				4	\$0.00	\$0.00
17	N/A	N/A	On site scenario filming, (cost per scenario)	10	\$0.00	\$0.00
or equal				10	\$0.00	\$0.00
18	N/A	N/A	System and Peripheral Training for 6 students at LAX on set-up, operation and training session applications (3 days).	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
19	N/A	N/A	2-Year Warranty on all components and labor	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00

**TOTAL BID PRICE:**

**\$0.00**

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

**FORM OF BID AND SIGNATURE.** All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental Purchasing Officer. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized corporate officers. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

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

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

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

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

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

**CITY HELD HARMLESS**

Except for the City's sole negligence, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the Administrative Requirements includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements.

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

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

occasioned the City thereby.

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

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

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

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

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

**BID PROTEST.**

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

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



# NOTICE: IMPORTANT INVOICING REVISIONS

## Los Angeles World Airports

### Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for **Los Angeles World Airports** pertaining to materials and/or services must be mailed to:

**LAX or Van Nuys Airports**

Los Angeles World Airports  
Attn: Account Payable  
PO BOX 92882  
Los Angeles, CA 90009

**Ontario International Airport**

Los Angeles World Airports  
Attn: ONT Construction & Maintenance  
2132 E. Avion Avenue  
Ontario, CA 91761

2. All invoices must have: 1.) Purchase Order Number; 2.) the LAWA division name; and 3.) the name of the LAWA employee ordering the materials and/or services. Note: LAWA's Purchase Order Number is a ten-digit number that begins with '45'.

Note: Invoices without this information will experience delays in processing.

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**;

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all requirements, the date that all requirements have been met by the vendor will be the date to be used for invoice processing and discount computation.**
6. Important invoice instructions and requirements:

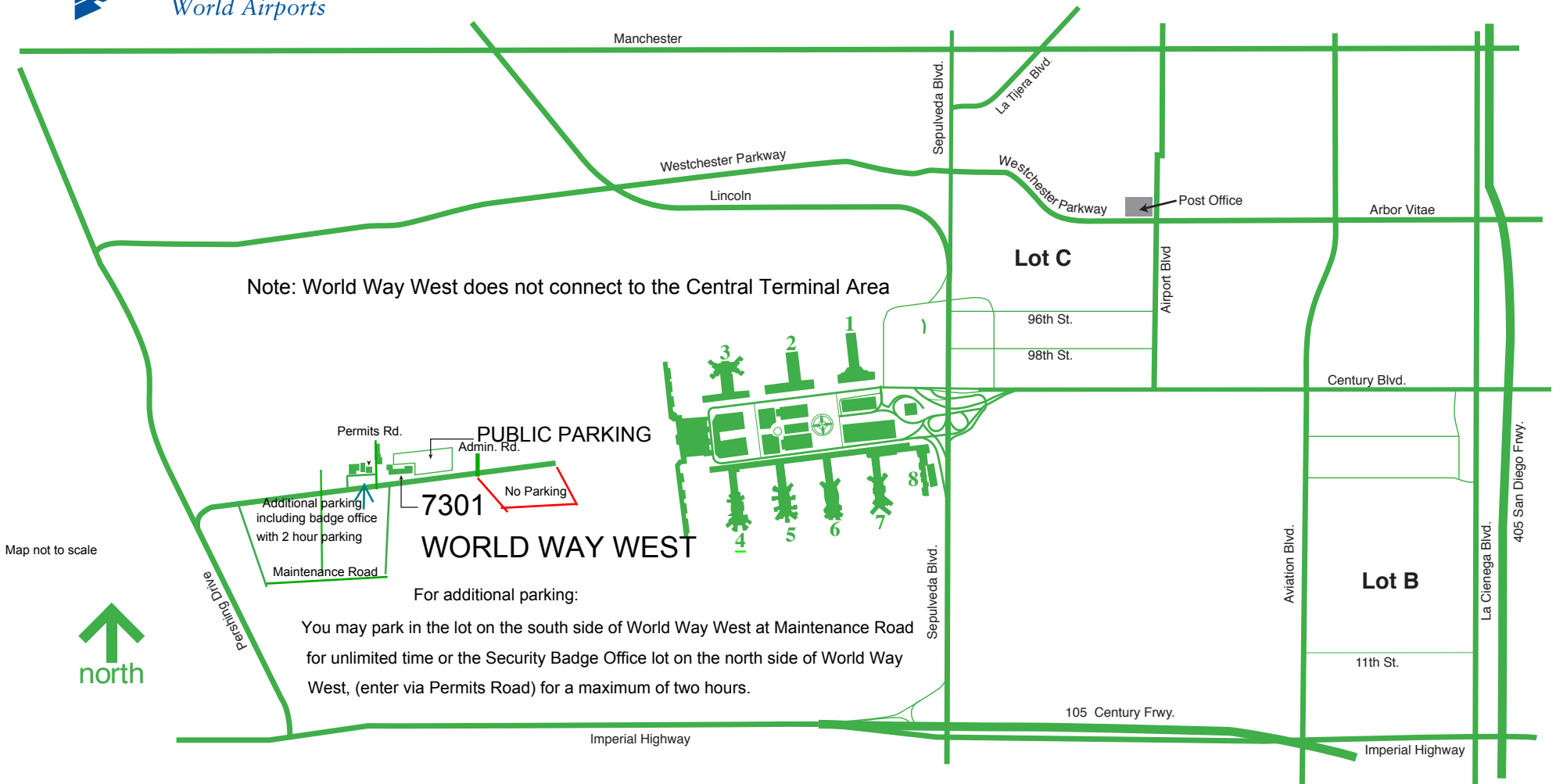
- **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in excess of \$75.
- **TAXES:** **Sales taxes** must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION:** Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS:** The original invoice number must appear on any credit memo.

**NOTE:** Your firm must be in full compliance with all Administrative Requirement listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay prompt invoice payment.

**If you have questions regarding the Invoice Instructions, please contact your LAWA contract manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys) or (909) 544-5264 (Ontario).**



**LAX**  
*Los Angeles  
World Airports*



## **DIRECTIONS TO THE LAWA PROCUREMENT PURCHASING OFFICE:**

**Los Angeles World Airports- 7301 World Way West, 4th floor, Los Angeles, CA 90045**

1. 405 (South) or (North) to 105 (West)
2. 105 (West) to the end. (Imperial Highway)
3. Imperial Highway (West) approx. 3 signal lights to Pershing Drive.
4. At Pershing Drive turn Right
5. Approx. 1000 feet (North) you will see a overhead sign "World Way West"
6. Follow the road on to World Way West. (to the East)
7. Proceed (East) to third signal light at Administration Road, and turn LEFT
8. The high rise building is 7301—The Procurement/Purchasing Services Division Office is on the 4th floor.
9. You may park in the front or to the East or Rear of 7301. There is additional parking across World Way West at Maintenance Road.
10. DO NOT park in the Assigned Spaces for Airport Police in the front of the building.

Note: Be prepared to show a valid government issued picture ID in order to enter our building.

# 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  
Procurement Services Division  
P O Box 92216  
Los Angeles, CA 90009-2216  
Phone: (424) 646-5380  
Fax: (424) 646-9262  
E-mail: [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@lawa.org)  
Internet: [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities  
- > [Administrative Requirements](#)

### 1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutprograms.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities - > Administrative Requirements - > LAWA Payment Terms to determine the applicable code.

- **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, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

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/>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

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.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements.

## **2. AFFIDAVIT OF NON-COLLUSION**

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

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

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

### **Attachment:**

- Affidavit to Accompany Proposals or Bids

## **3. AFFIRMATIVE ACTION**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Attachment:

- Non-discrimination, Equal Employment Practices, and Affirmative Action Program Provisions

#### **4. 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

#### **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.

Attachment:

- Child Support Obligations Provisions

#### **6. 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
- Frequently Asked Questions

Additional information is available at [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

## **7. 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.

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](mailto:ethics.commission@lacity.org)  
Web: <http://ethics.lacity.org>

### **Attachment:**

- Municipal Lobbying Ordinance, available at [http://ethics.lacity.org/PDF/laws/law\\_mlo.pdf](http://ethics.lacity.org/PDF/laws/law_mlo.pdf)

# Checklist

## Administrative Requirements Checklist

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

#### **1. VENDOR IDENTIFICATION FORM**

- ☐ Is the required Vendor Identification Form completed and signed?
- ☐ Is the BTRC/VRN number provided?
- ☐ Is the EEOO contact information provided?
- ☐ Is the list of previous City contracts attached? (If applicable)
- ☐ Is the Form enclosed in the Packet?

#### **2. 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.**

### **THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

#### **3. AFFIRMATIVE ACTION**

- ☐ Have you read and agreed with the City of Los Angeles' Non-discrimination, Equal Employment and Affirmative Action provisions?

#### **4. CHILD SUPPORT OBLIGATIONS**

- ☐ Have you read and agreed with Child Support Obligations provisions?

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

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

- Business Tax Registration Certificate
- Insurance

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

- Business Tax Registration Certificate
- Insurance

# Vendor Identification Form





**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

# Affidavit of Non-Collusion

## AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

)

) ss.:

COUNTY OF \_\_\_\_\_

)

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

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

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

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

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

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

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

Signed:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

(Notarial Seal)

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

**Affirmative Action**

**Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Sections 10.8-10.13**

**Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.**

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities, shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving nondiscrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Opportunity Program.

Section History: Based on Ord. No. 132,533, Eff. 7-25-66; Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00.

**Sec. 10.8.1. Definitions.**

The following definitions shall apply to the following terms used in this article:

**"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

**"Contract"** means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

**"Contractor"** means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

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

**"Employment Practices"** means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

**"Office of Contract Compliance"** is that office of the Department of Public Works of the City of Los Angeles created by [Article X of Chapter 13 of Division 22](#) of the Los Angeles Administrative Code.

**"Subcontractor"** means any person, firm or corporation or partnership, or any combination thereof who enters into a contract with a contractor to perform or provide a portion or part of any contract with the City.

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03.

**Sec. 10.8.1.1. Summary of Thresholds.**

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

**Non-discrimination Practices** as outlined in Section 10.8.2 of this Code, apply to all contracts.

**Equal Employment Practices** as outlined in Section 10.8.3 of this Code, apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

**Affirmative Action Program** as outlined in Sections 10.8.4 and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

Section History: Added by Ord. No. 173,186, Eff. 5-22-00.

**Sec. 10.8.2. All Contracts: Non-discrimination Clause.**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los

Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with 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.

Section History: Added by Ord. No. 172,908, Eff. 1-9-00; Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04.

### **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 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 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 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 the 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 conduct of City Contracts.

**K.** Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. 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.

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

#### **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 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 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 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 cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City 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.

Section History: Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.



# 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.

# Child Support Obligations

## **Sec. 10.10. Child Support Assignment Orders.**

### **a. Definitions.**

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to 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 or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

### **f. Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

## **SECTON HISTORY**

Added by Ord. No. 172,401, Eff.2-13-99.

**Insurance**

## INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

**NAME:** City of Los Angeles Department of Airports

**AGREEMENT / ACTIVITY:** RFB - Interactive Firearm Training System at LAX

**TERM:** On-site set up and training

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

### LIMITS

**(X)** Workers' Compensation (Statutory)/Employer's Liability

**Statutory**

**(X)** Broad Form All States Endorsement

**(X)** Voluntary Compensation Endorsement

**(\*)** Longshoremen's and Harbor Workers' Compensation Act Endorsement

**(X)** Waiver of Subrogation

(Specifically naming "Los Angeles World Airports")

Blanket endorsements are unacceptable)

**(X)** Automobile Liability - covering owned, non-owned & hired auto

**\$1,000,000 CSL**

**(X)** Aviation/Airport Liability

**\$1,000,000 CSL**

### OR

**(X)** Commercial General Liability, including the following coverages:

**\$1,000,000 CSL**

**(X)** Premises and Operations

**(X)** Contractual (Blanket/Schedule)

**(X)** Independent Contractors

**(X)** Products /Completed Operations

**(X)** Broad Form Property Damage

**(X)** Personal Injury

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

**(X)** Additional Insured Endorsement

(Specifically naming "Los Angeles World Airports")

Blanket endorsements are unacceptable)

**\*\*\*** Coverage for Hazardous Substances

Sudden Occurrence

**\$ \*\*\***

Non-sudden Occurrence

**\$ \*\*\***

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

**Value of Improvements**

Comments:

\* If exposure exists, coverage is required.

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

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

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

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

**PLEASE RETURN WITH EVIDENCE OF INSURANCE**

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

Revised-4/10/08

## **Insurance**

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional 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.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

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 venture 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 a broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specific coverages shall be filed with City prior to Contractor occupying the premises hereunder. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name 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. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

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.



# Frequently Asked Questions about LAWA Insurance Requirements

## RISK MANAGEMENT'S INSURANCE COMPLIANCE SECTION

1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits can not be processed.

OUR ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.

2. **What does LAWA consider as Acceptable Evidence of insurance?** Effective July 1, 2009, LAWA's Special Endorsement forms will no longer be accepted. The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
  - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
  - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
  - c. A legibly typed name of the Authorized Representative must accompany an **original wet ink** signature on the Certificate of Insurance and/or the True and Certified copy of the policy.
  - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to adding Los Angeles Worlds Airports as Additional Insured?** Yes, there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker.
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized insurance representative for their review. You may also contact us at (424) 646-5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. However, please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.
6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **For how long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** It normally takes 3-5 working days to process insurance documents. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Do not spend any money to meet the insurance requirements until you awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**  
7301 World Way West, 2<sup>nd</sup> Floor,  
LAWA's Administration West Building,  
Los Angeles, CA 90045  
(424) 646-5480  
Public Counter Hours: 7:00 a.m. to 3:30 p.m. M-F

**Do not forget to allow 3-5 working days for your request to be processed.**

**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE  
TO THE CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS**

**(FOR INFORMATION ONLY – DO NOT RETURN THIS PAGE TO THE CITY)**

**INSURED**

1. To expedite completion of the insurance requirements, please give your insurance agent a broker a copy of the Insurance Requirements Sheet along with these instructions.
2. If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements. *All other self-insurance has special requirements. Consult your City contact for details.*
3. All questions relating to insurance should be directed to the person or office responsible for your contract, lease, permit or other agreement.

**INSURANCE AGENT OR BROKER**

1. **Acceptable Evidence.** The appropriate Certificate of Insurance with endorsements is the preferred form of evidence. No modifications to the forms are permitted. Alternatively, true and certified copies of the full policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the Risk Manager. Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable evidence of insurance.
2. **Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements. Please submit forms appropriate to your insured's agreement, contract, lease or permit. ACORD forms with appropriate endorsements may be used.
3. **Signature.** Please have an authorized representative of the insurance company **manually** sign all certificates. Signatures must be originals as the Risk Manager will not accept facsimile (rubber stamp, or photocopy, etc.) or initialed signatures.
4. **Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
5. **Document Reference.** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate that all such agreements are covered.
6. **Coverage & Limits.** The coverages and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc., so covered.
7. **Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.
8. **Additional Pages.** If there is insufficient space on the reverse side of the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.
9. **Person to contact.** Completed Certificates/Endorsements, correspondence and questions relating to the required insurance should be directed as follows:

RISK MANAGEMENT, INSURANCE COMPLIANCE  
Los Angeles World Airports, 7301 World Way West, 2<sup>nd</sup> Floor, Los Angeles, CA 90045
10. **Technical Assistance.** Improperly completed Certificates/Endorsements will need to be resubmitted with corrections. For assistance, contact the Risk Management Office at (424) 646-5480, FAX (310) 215-5300.
11. **Delay in submitting properly completed Certificates/Endorsements may delay your insured's intended occupancy or operation.**

## EFFECTIVE JULY 1, 2009

Los Angeles World Airport Special Endorsement forms will **no longer** be accepted. The **only** evidence of insurance accepted will be either a Certificate of Insurance and/or a True and Certified copy of policy. The following items must accompany the form of evidence provided:

1. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the Schedule is required for Workers Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
2. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the Schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
3. A typed legible name of the Authorized Representative must accompany any signature on the Certificate of Insurance and/or the True and Certified copy of the policy.
4. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess