

**Department of Water & Power
The City of Los Angeles**

Request For Proposal (RFP)

No. RFP221-09

**State Legislative Consulting Services /
State Bond Funding Advisory Services**

The Los Angeles Department of Water and Power (Department) is requesting proposals from qualified and experienced firms interested in providing State legislative consulting services and State bond funding advisory services.

Proposals shall be submitted in accordance with the requirements set in this document. Only written proposals shall be considered. All materials submitted shall become a part of the proposal, and may be incorporated in a subsequent contract between the Department and the selected proposer.

The use of the term "bid" in a proposal shall be considered synonymous with term "proposal."

A Proposers' Conference will be held as follows:

Date: December 18, 2008

Time: 1:00 p.m.

Location: 111 N. Hope Street, Room 1171, Los Angeles, CA 90012

The Proposer's Conference is a critical component of the Department's "Good Faith Effort" (GFE) process and participation of all potential proposers is strongly encouraged. Attendees will receive essential information and ten (10) points to be credited toward the successful completion of the GFE requirement outlined in Section 4.17 of this Request for Proposal.

Please submit your written proposal, one original and 6 copies, no later than 2 p.m. on February 3, 2009 in a sealed package, clearly marked with the RFP number and title of work to be done.

Address the proposal package to:

Lisa Tashiro
Contract Administrator
Department of Water and Power
City of Los Angeles
111 North Hope Street, Room 1541
Los Angeles, CA 90012

Proposal shall be identified as:

RFP No. RFP221-09
State Legislative Consulting Services/
State Bond Funding Advisory Services
Due Date: February 3, 2009

Received proposals will be held, unopened, in a secure place until the response due date and time for all proposals have elapsed. Proposals shall be opened and their contents secured to prevent disclosure during the process of negotiating with competing proposers. The proposals shall be opened publicly, but only the names of the proposers shall be revealed. Adequate precautions shall be taken to treat each proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

All proposals shall be opened publicly on February 3, 2009 at 2:05 p.m. or soon thereafter as practicable. The location of the proposal opening shall be: 111 N. Hope St, Room 1571, Los Angeles, CA 90012.

Proposals must be received by the Department at the exact address listed above. No allowance will be made for delays in the U.S. Mail, consumer mailing services, or the Department internal mail service. Proposals will be time stamped prior to the 2:00 pm closing time, unless otherwise instructed (by addendum). Submittals received after this time and date will be considered late and will not be opened or considered for evaluation and will be returned unopened in accordance with purchasing policies

For questions regarding this RFP, submit all inquiries in writing to Lisa Tashiro, Contract Administrator, via Lisa.Tashiro@Ladwp.com or by fax at (213) 367-8788 no later than January 20, 2009. LADWP's responses to the questions will be posted on the LADWP website at www.ladwp.com under the 'Bids & RFPs' section of 'Doing Business' tab no later than January 27, 2009. LADWP recommends all proposers to visit the abovementioned LADWP website on a regular basis as the responses may be posted earlier than the posting date.

Los Angeles Department of Water & Power

Request for Proposal

RFP 221-09

State Legislative Consulting Services /
State Bond Funding Advisory Services



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REQUEST FOR PROPOSAL
STATE LEGISLATIVE CONSULTING SERVICES
STATE BOND FUNDING ADVISORY SERVICES

1.0 INTRODUCTION

1.1 Purpose

The Los Angeles Department of Water and Power (Department), working in conjunction with the Mayor's Office, intends to contract with one or more Consultant(s) to advise and assist the City of Los Angeles (City) and the Department in developing and executing effective legislative and administrative/regulatory strategies to protect and advance the City's and Department's interests relative to proposed State legislation and administrative/regulatory issues. Additionally, the Department seeks expert advisory services relative to legislative development for bond proposals.

The Department intends to negotiate a one-year, retainer-based contract with two optional one-year renewals, which will be provided at the Department's sole discretion.

1.2 Background on the Department

The Los Angeles Department of Water and Power is the largest municipally-owned utility in the nation. It exists under and by virtue of the Charter of the City of Los Angeles enacted in 1925. Under City Charter Section 231(h), the responsibility of representing and supervising the City's intergovernmental relations fall under the Mayor's Office. The Mayor appoints a five-member Board of Water and Power Commissioners, with confirmation of the City Council, for five-year terms to oversee the Department in conjunction with the General Manager.

With a workforce of approximately 10,000, the Department provides water and electricity to approximately 4 million residents in a 464-square-mile area. The Department's operations are financed solely by the sale of water and electric services. Capital funds are raised through the sale of bonds. No tax support is received.

2.0 STATEMENT OF WORK

2.1 Work to be Performed

The Consultant(s) shall perform, but not are limited to, the following services:

- 2.1.1 Assist the Department's and the Mayor's legislative staff (Staff) on identifying, analyzing, tracking, and reporting on State legislative and administrative/regulatory activities which may impact the ability of the Department to provide secure water and power services to the residents

and businesses of the City of Los Angeles in a cost effective, reliable, and environmentally responsible manner.

- 2.1.2 Work under the direction of Staff on State legislative and administrative/regulatory initiatives which protects and/or forwards the City's and Department's interests which include, but are not limited to, the following: protecting the City's local control over the Department's generation, transmission, and distribution assets and advancing energy, water, and air quality issues.
- 2.1.3 Work closely with Staff on advocating the City's and Department's legislative and administrative/regulatory goals by assisting with the development of supporting informational documents, messages, public testimony, and legislative correspondence.
- 2.1.4 Facilitate meetings with key members and staff of the California State Legislature and their committees, the Governor's Administration, and State regulatory agencies; and work with Staff on effectively presenting the Department's and City's issues before these entities.
- 2.1.5 Work, as directed and required by Staff, with trade/advocacy organizations which shall include, but not be limited to: California Municipal Utilities Association, Southern California Public Power Association, and the Association of California Water Agencies.
- 2.1.6 Assist Staff by providing expert advisory services relative to potential legislative and regulatory State project funding opportunities from numerous California State agency programs, including but not limited to, those created under Propositions 50, 84 and 1E and those managed by the California State Department of Fish and Game, Department of Conservation, Department of Water Resources, and the State Water Resource Control Board.
- 2.1.7 In the event the Consultant(s) is/are also a firm that performs legal work, the consulting services furnished under this contract are not to be construed to include work representing the Department in legal matters in the capacity of a law firm.

2.2 Deliverables

In addition to the services previously outlined, the Mayor's Chief Legislative Representative in Sacramento, CA and/or the Contract Administrator may require additional deliverables during the term of the contract, consistent with the scope of work.

The Consultant(s) is/are required to provide the Contract Administrator with monthly reports. These reports shall include a description of the work performed during the calendar month in order to advance legislative and administrative/regulatory goals identified as important to the City and Department. Additionally, the Consultant(s) shall provide the Contract Administrator a weekly report, which shall include a current summary of issues and bills, including a summary of any new amendments (if applicable), with

potential impact to the Department, as well as a separate weekly bill tracking report, which shall include the current bills' status and scheduled hearing dates.

2.3 Transmittal / Delivery / Accessibility

A monthly invoice shall be provided to the Contract Administrator. Each monthly invoice shall include the following statement: "The undersigned, on behalf of the Consultant, verifies that the services rendered and billings reflected in this invoice are accurate and in conformance with the terms of this Agreement." This statement shall be followed by the dated signature of one of the Consultant's principals.

The monthly invoice, reports, and other deliverables shall be submitted by the Consultant(s) to Ms. Lisa Tashiro, Contract Administrator, in Room 1541, 111 North Hope Street, Los Angeles, CA 90012, or the designated successor. All invoices submitted shall be verified and approved by Staff and the Contract Administrator before payment is made.

The Consultant(s) shall be available to the General Manager, or to such persons as the General Manager shall designate, on an as-needed basis throughout the term of this contract.

2.4 Schedules

The monthly invoices and reports shall be due within 15 calendar days of the end of the calendar month for which activities are being reported. The weekly summary and bill tracking reports shall be due on Friday of every reporting week.

2.5 Consultant-Furnished Property

The Consultant(s) will supply its employees assigned to perform work on the contract with the tools and office space, equipment, and supplies required to perform the contracted work at its own expense.

3.0 **EVALUATION CRITERIA**

The Department will evaluate each firm's submitted written proposal and will use the selection criteria listed below to identify the firm(s) that fall within the competitive range. Firms that fall within the competitive range will be notified for an oral presentation. Selection among the firm(s) will be based solely upon the combined score for written and oral evaluations. The Department reserves the right to weigh the following evaluation criteria as it deems appropriate. The RFP evaluation criteria is listed below:

3.1 Outreach to MBE/WBE Subcontractors (Pass/Fail)

The Proposer must show adherence to the Department's Supplier Diversity Program Outreach to Minority Business Enterprises/Women's Business Enterprises Subcontractors pursuant to Section 4.17.

3.2 Assigned Personnel Qualifications

Qualifications, including references, of key personnel assigned to the contract.

3.3 Company Experience

- A. Projects
- B. Experience/effectiveness

3.4 Knowledge of Utility Issues

Identification of previously enacted legislation, or legislation introduced in previous legislative sessions within the last two years that have impacted or could have impacted the Department, in both the water and electric power industries and their potential impacts on the Department.

3.5 Proposed Monthly Retainer Fee

Monthly retainer fee shall include any and all costs, including, but not limited to, all incidental expenses, with the exception of Department pre-approved travel costs.

3.6 Job Opportunities and Training Program

This item will be evaluated consistent with the policy provided in Appendix G.

3.7 Oral Presentation

Following the Department's evaluation of the written proposals, the Department will request the firms that fall within the competitive range to provide an oral presentation to a Department review panel at the Department's main headquarters, which is located at 111 N. Hope St, Los Angeles, CA 90012. The oral presentation is subject to a time limit of forty-five (45) minutes.

4.0 **REQUIREMENTS FOR PROPOSAL**

4.1 Written Requirements for Proposal

Submitted proposals shall conform to the following requirements:

- 4.1.1 One original and six copies of the proposal shall be enclosed in a single, sealed package plainly marked with the words "Proposal for State Legislative Consulting Services / State Bond Funding Advisory Services".
- 4.1.2 Proposals shall be prepared simply and economically, without the inclusion of unnecessary promotional materials.
- 4.1.3 Proposals shall be submitted on recycled paper that has a minimum of 30-percent post-consumer recycled content.
- 4.1.4 Proposals submitted shall be written in the English language.
- 4.1.5 The proposals shall be duplex copied (double-sided pages).
- 4.1.6 Neon or fluorescent paper shall not be used.
- 4.1.7 Company/Corporate letterhead or stationery that accompanies the proposal is exempt from these requirements.

Submittal of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all terms and conditions hereinafter set forth unless otherwise expressly stated in the proposal.

Responses to this Request for Proposal shall be made in accordance with the format set forth in this section and must follow the same titling and numbering schemes. All pages of the proposal must be consecutively numbered.

4.2 Coverage of RFP Items

The proposal must cover the statement of work and all the RFP requirements. Any limitation in the bidder's ability to supply information requested in the RFP or to support or perform a particular function should be stated in detail in the appropriate section of your response. Any omissions or deviations from the requirements set forth in this RFP shall be fully described. Failure to adhere to the following format may be a cause for the rejection of the proposal as non-responsive.

Any additional documents that the bidder's organization requires to be signed, or agreed to, by the Department shall be referenced in the letter of transmittal and attached as appendices to the proposal.

4.3 Letter of Transmittal

Every proposal that is submitted in response to this RFP must contain a letter of transmittal including the following information:

- 4.3.1 A brief statement of the Contractor's understanding of the work to be done and commitment to perform the work as scheduled.
- 4.3.2 A statement confirming that all sections/parts of the RFP are being bid.
- 4.3.3 A summary of exceptions taken to the RFP requirements, statement of work, specifications, and/or proposed contractual terms and conditions.
- 4.3.4 A reference to any contractual terms and conditions required by the Contractor.
- 4.3.5 The names of individuals authorized to represent the Contractor, the titles, addresses, telephone numbers, and e-mail addresses.
- 4.3.6 An officer authorized to bind must sign the proposal on behalf of the Proposer and must include the following declarations on the transmittal letter:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

4.4 Table of Contents

Include a clear identification of the proposal by section and by page number.

4.5 Background of the Firm

Describe your firm's organizational structure, management qualifications, and other contract related qualifications. Include:

- 4.5.1 Firm name
- 4.5.2 Office location(s) where work will be performed
- 4.5.3 Number of years firm has been in business
- 4.5.4 Average number of employees during the past 5 years
- 4.5.5 Qualifications of the firm to perform the work, including experience

4.6 Assigned Personnel Qualifications

- 4.6.1 Provide an organization chart indicating the position, the level of responsibility, and the respective place within the organization of the individual that will be the Department's point of contact.
- 4.6.2 Provide the qualifications of the assigned personnel. Include educational background, references and summaries of relevant work experience performed.

4.7 Company Experience

To assess actual performance, previous project work will be evaluated.

- 4.7.1 List and describe projects related to the Scope of Work identified in Sections 2.1 and 2.2 performed by your company. Include client reference, contact person, phone number and address.
- 4.7.2 Describe the experience and effectiveness of your company and your professional and technical staff for the above projects. Demonstrate experience/effectiveness in advancing issues with the Governor's Office and with relationships/experience in or working with: 1) Assembly and Senate leadership, 2) members of the Los Angeles Delegation, 3) various caucuses, and 4) State agency officials.

4.8 Knowledge of Utility Issues

Identify previously enacted legislation, or legislation introduced in previous legislative sessions within the last two years, that have impacted or could have impacted the Department, in both the water and electric power industries. Describe briefly the impacts or potential impacts on the Department.

4.9 Contract Fee Schedules

Provide the cost for a monthly retainer fee. The retainer fee shall include any and all costs, including, but not limited to, all incidental expenses, with the exception of Department pre-approved travel costs.

Prior to contract award, the successful bidder shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.

4.10 Subcontracting

State whether Consultant will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the Consultant shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work on this program. The provisions of this contract shall apply to all subcontractors in the same manner as to the Consultant.

Upon the Contract Administrator's written request, the Consultant shall supply the Department with all subcontractor contracts.

4.11 Previous Services Provided to the City of Los Angeles

Describe whether the Contractor has, within the last three years, rendered any service to the Department or to the other Departments of the City of Los Angeles, either as a contractor or subcontractor, either under the current proposer's name or any other name or organization. If so, please provide details (status as prime or subcontractor, contract number, brief description of the contract, contract start and end dates, Department contract administrator name, contract dollar maximum, and total actual contract expenditures).

4.12 Conflict of Interest Determination

Provide information that may be used to evaluate potential conflicts of interest. Include subcontractors, if any listed in proposal. Specifically, provide a listing of completed and ongoing engagements or work with other entities to assist in a similar manner included in Sections 2.1 and 2.2, Statement of Work. Also provide a listing of completed and ongoing engagements or work to advise other utilities as provided under Sections 2.1 and 2.2.

4.13 RFP Items Not Covered

Present any qualifications or information in addition to the required items under the separate heading of "Additional Qualifications."

4.14 Non-Discrimination/Equal Employment Practices/Affirmative Action Plan (AAP) Construction & Non-Construction Contractors

The proposer and each of its known subcontractors shall complete and file an acceptable Affirmative Action Plan as set forth in Appendix A of this RFP as a part of its written proposal responding to the RFP.

Each contractor shall submit the following properly completed forms and documents for the City of Los Angeles' Affirmative Action Program:

1. A signed Affirmative Action Certificate Form.
2. A signed Affirmative Action Plan. This plan must be reviewed and approved by the Department to determine its acceptability.

Each of the above documents, if approved, shall be effective for twelve (12) months following the date of approval for the Affirmative Action practices. An

Affirmative Action Plan shall be in effect and on file with the Department for the duration of the contract period.

4.15 Living Wage Ordinance

Submittal of a response to this Request for Proposal stipulates and confirms that the undersigned (Proposer) agrees to comply with the applicable provisions of the Service Contract Workers Retention Ordinance (Section 10.36) and Living Wage (Section 10.37) of the Los Angeles Administrative Code (SCWRO/LWO). The City of Los Angeles policy regarding Living Wage/Service Contractor Worker is presented in Appendix D.

SCWRO/LWO forms must be completed by the successful proposer, only. Refer to instructions attached in Appendix B.

4.16 Child Support Policy

In accordance with the City of Los Angeles Ordinance No. 172401, the Department requires all contractors and subcontractors performing work for the Department to comply with all reporting requirements and wage earning assignments and wage earning assignments relative to court ordered child support.

All bidders and proposers are required to complete the Certification of Compliance with Child Support Obligations, Appendix C. Failure to return the completed certification as part of the bid or proposal may result in the bid or proposal being deemed non-responsive to these specifications.

4.17 Supplier Diversity

It is the policy of the Department to provide Women Business Enterprises (WBEs), and Minority Business Enterprises (MBEs), and all other business enterprises an equal opportunity to participate in the performance of all Department contracts. Bidders shall assist the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including WBEs and MBEs, have an equal opportunity to compete for and participate in the work being requested by this RFP. Efforts to obtain participation of MBEs, WBEs, and other business enterprises could reasonably be expected to produce a level of participation by interested subcontractors including 15 percent MBE and 7 percent WBE.

4.17.1 Good Faith Effort

All bidders shall make a good faith effort to reach out to WBEs, MBEs, and all other business enterprises in response to this Request for Proposal (RFP). The Department's Outreach Program constitutes a requirement of this RFP, regardless of the number or kind of subcontractors a successful bidder may ultimately retain. If a bidder initially intends to perform all work under any contract resulting from this RFP through their own resources, without employing any subcontractors, it is nevertheless required that the bidder make a good faith effort as specified in this Section of the RFP.

WBE/MBE Defined: “Women’s Business Enterprise” (WBE) or “Minority Business Enterprise” (MBE), as used herein means a business enterprise that is certified as meeting both of the following criteria:

- A business that is at least 51 percent owned by one or more women or, minority person(s), in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women or minority person(s).
- A business whose management and daily business operations are controlled by one or more women or minority person(s).

4.17.2 LADWP’s Supplier Diversity Program

Each proposal shall include a statement of the proposer’s good faith effort in the form and format described below. Provide your firm’s Outreach Program Results in Appendix H.

The Department will determine the adequacy of each bidder’s good faith effort based upon the documentation provided. Bidders not receiving a passing score may be found nonresponsive and disqualified from participating in any contracts resulting from this RFP.

4.17.3 Factors and Weights for Evaluation of Good Faith Effort

Bidder’s good faith effort to reach out to WBEs, MBEs and all other business enterprises will be determined by the factors specified herein. The Department will determine the adequacy of each bidder’s good faith effort to utilize this Outreach Program by considering all factors set forth and the weights for evaluation. The total points possible is 100, and a passing score of 75 points must be achieved.

1. Attendance at the Bidder’s Conference, held in Los Angeles, CA.
(Weight: 10 points)
2. Identifying selected portions of work being proposed in response to this RFP to be performed by subcontractors in order to provide participation by MBEs, WBEs, and other business enterprises. The proposers shall, when economically feasible, divide total work requirements into small portions or quantities to permit maximum participation of MBEs, WBEs, and other business enterprises.
(Weight: 15 points)
3. Preparing and issuing Requests for Proposals to interested business enterprises and publishing proposals in newspapers, trade association

publications, minority or trade-oriented publications, trade journals, or other appropriate media to solicit interest in participating in the work proposed in response to this RFP, not less than 10 calendar days prior to the submittal date of proposal. (Weight: 10 points)

4. Preparing and distributing written invitations to those business enterprises, including MBEs and WBEs, having an interest in participating in the work proposed in response to this RFP and documenting any invitations sent not less than 10 calendar days prior to submittal date of proposal. (Weight: 10 points)
5. Documenting efforts to follow up initial solicitations of interest by contacting the business enterprises to determine whether the enterprises are interested in participating in the work. (Weight: 13 points)
6. Providing interested enterprises with information about the plans, specifications, and requirements for the selected subcontracting work. (Weight: 7 points)
7. Requesting assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs, and other business enterprises not less than 15 calendar days prior to the bid submittal date. (Weight: 13 points)
8. Negotiating in good faith with interested MBEs, WBEs, and other business enterprises and not unjustifiably rejecting proposals prepared by any enterprise. As documentation, the bidder shall submit a list of all sub-bidders for each portion of potential work for MBEs, WBEs, and other business enterprises. (Weight: 13 points)
9. Documenting efforts to advise and assist interested MBEs, WBEs, and other business enterprises in obtaining bonds, lines of credit, or required insurance. (Weight: 9 points)

4.17.4 Monthly Records

The successful bidder shall maintain records monthly to determine compliance with the Department's Outreach Program and shall submit such records to the Contract Administrator. The records shall be submitted on Department forms and shall show the following:

1. The name of each participating subcontractor.
2. Description of work each subcontractor has contracted to perform.
3. The percentage completion of the work under each subcontract.
4. The compensation contracted to be paid to each subcontractor.
5. The cumulative compensation earned by each subcontractor.
6. The cumulative compensation paid to each subcontractor.

4.18 Insurance Requirements

Describe the Consultant's ability to comply with the Insurance Requirements presented in Section 8 of this document.

4.19 Los Angeles City Business Tax Registration Certificate

Provide the Consultant's Business Tax Registration Certificate or Business Tax Exemption Number. Policy regarding Business Tax Registration is presented in Appendix E.

4.20 Taxpayer Identification Number

Provide the Consultant's Taxpayer Identification Number on Form W-9. Policy regarding Taxpayer Identification Number is presented in Appendix D. Form W-9 is presented in Appendix F.

4.21 Job Opportunities and Training Program

Provide a response to the Job Opportunities and Training Program, Appendix G.

5.0 CONTRACT PERIOD

The Department plans to negotiate a one-year contract with two optional one-year renewals, which will be provided at the Department's sole discretion.

6.0 CONDITIONS FOR SUBMITTED PROPOSAL

6.1 Clarification

If additional information is needed to interpret the RFP, written questions shall be submitted to Ms. Lisa Tashiro before 14 days prior to the bid due date. Written questions may be submitted by email to lisa.tashiro@ladwp.com, by facsimile to (213) 367-8788, or by mail to P.O. Box 51111, Room 1541, Los Angeles, CA 90051-0100. Include the RFP number and title when submitting questions. Questions and their responses will be posted to the Department's Internet site within five (5) working days of question receipt (www.ladwp.com, click on "Doing Business", then click on "Bids & RFPs").

6.2 Responsiveness

The detailed requirements set forth in the paragraph(s) above (Section 4.0 Requirements for Proposal) are mandatory. Failure by a proposer to respond to a specific requirement may result in disqualification.

6.3 Right to Reject Proposals

The Department reserves the right to reject any or all proposals.

6.4 Incurring Costs

The Department is not liable for any costs incurred by proposers in responding to this RFP. Any and all costs incurred responding to this RFP, including interviews or other related activity, shall be borne by the Proposer.

6.5 Disposition of Proposals

All proposals submitted in response to this RFP shall become the property of the Department and a matter of public record. In addition, the Contractor must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 et seq.). In the event such an exemption is claimed, the Contractor shall be requested to state in the proposal that they will defend any action.

6.6 Discussions

The Department may award the contract(s) on the basis of proposals submitted, without discussions, or may negotiate further with those proposers within a competitive range. Proposals should be submitted on the most favorable terms the proposer can provide.

6.7 Council Review

Any action taken by the Board will be subject to review by the Los Angeles City Council and any award of contract(s) will not be final until such review process has been completed. The successful bidder(s) will be notified, in writing, when such review process has been completed, and of the award date of the contract. No payment can be made for action taken or work started prior to the award date of the contract(s) and execution of bonds and insurance if applicable.

7.0 **STANDARD CONTRACT PROVISIONS**

At the conclusion of the evaluation process, negotiations between the Department and the successful bidder(s) for a contract will proceed. In order to ensure the negotiations are successfully completed within an appropriate time frame, the standard terms and conditions required by the Department is presented in Appendix D, Draft Professional Services Agreement. This draft includes Standard Terms and Conditions that will be made part of the final contract including City/Department required socioeconomic programs and requirements.

8.0 **INSURANCE REQUIREMENTS**

8.1 Insurance – General Statement

It is the policy of the Department that upon the award of a contract, the selected Bidder/Proposer/Vendor must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal/agreement. Insurance requirements are explained in detail in the following language and “Contract Insurance Requirements” sheet, which specifically outlines the types and amounts of coverage required for this project. For your information and use, “Special Endorsement Forms”, “Guidance for Submitting Evidence of Insurance” and information on our insurance program for small vendors are available on our website.

When and if you are awarded a contract/agreement, acceptable evidence of required insurance, from insurers acceptable to the Department, will be required

to be submitted within 30-days of the date of award and maintained current throughout the term of the contract. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any contract for services rendered, and in order to commence work under your contract.

For further information regarding these requirements, please contact:

Los Angeles Department of Water and Power
Risk Management Section
Phone: (213) 367-4674
Fax: (213) 367-0214
Web: <http://www.ladwp.com/ladwp/cms/ladwp005363.jsp>

8.2 Insurance – Applicable Terms and Conditions

8.2.1 Additional Insured Status Required

Contractor/Vendor 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 on the attached Contract Insurance Requirements page. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Contractor's/Vendor's acts or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor/Vendor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor/Vendor assumed under the contract.

8.2.2 Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and 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 Liability 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."

8.2.3 Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the acts or omissions of Contractor/Vendor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor/Vendor. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the

Contractor's/Vendor's insurance is primary for all purposes despite any conflicting provision in the Contractor's/Vendor's policies to the contrary.

8.2.4 Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Contractor/Vendor in its operations.

8.2.5 Proof of Insurance for Renewal or Extension Required

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

8.2.6 Submission of Acceptable Proof of Insurance and Notice of Cancellation

Contractor shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with the Department prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department of Water and Power, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

8.2.7 Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor/Vendor shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the

expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

8.2.8 Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the agreement.

8.2.9 Sub-Contractor Compliance

The Contractor/Vendor shall be responsible for all sub-contractors'/sub-vendors' compliance with the insurance requirements.

8.2.10 Periodic Right to Review/Update Insurance Requirements

The Department and Contractor/Vendor agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Contractor/Vendor to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

8.2.11 Specific Insurance Requirements

See Appendix I, "Contract Insurance Requirements".

8.2.12 Indemnification

The Contractor/Vendor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the Department, defend the Department, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Contractor's/Vendor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the Contractor/Vendor, or the Contractor's/Vendor's officers, agents, employees, or sub-contractors/sub-vendors of any tier, except for the active negligence or willful misconduct of the Department, its Board, officers, agents, representatives or employees.

APPENDIX A

Non Discrimination / Equal Employment Practices / Affirmative Action

CITY OF LOS ANGELES

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

Los Angeles Administrative Code (LAAC), Division 10, Chapter 4, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.
- E. Equal Employment Opportunity Officer:

Please be advised that _____ 16
hereby _____
designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

WORK ADDRESS _____

TELEPHONE _____

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

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

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

NAME AND TITLE (TYPE OR PRINT) _____

TELEPHONE _____

DATE _____

TOTAL COMPOSITION OF WORK FORCE

PRIME

UBCONTRACTOR

Contractor

Project Title

Work Force as of (Date)

Length of Contract

Contractor Address

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

FOR CONSTRUCTION PROJECTS

(L.A. County Only)

(If you have no employee, write "No Employees At This Time")

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

FOR NON-CONSTRUCTION PROJECTS

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

Employment Statistics Were Obtained From: G Available Records G Visual Check G Other (Specify)

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

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

LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities;
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.

Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.

12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

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

Officer's Signature

Date

Officer's Name and Title (Type or Print)

Firm Name

APPENDIX B

Service Contract Worker and Living Wage Ordinance

City of Los Angeles

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- ✓ **\$10.00/hour plus at least \$1.25 an hour in health benefits, OR**
- ✓ **\$11.25/hour without health benefits.**

- The wage rate is adjusted annually. Changes are effective July 1 of each year. These rates are effective July 1, 2008.

2. Minimum days off:

- ✓ **12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.**
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.

AND

- ✓ **10 additional uncompensated days off per year for family or personal illness.**
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- ✓ **Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).**
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

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

City of Los Angeles

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ \$10.00/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O
- ✓ \$11.25/hora sin beneficios médicos.
- El Sueldo Digno es ajustado anualmente. Los cambios serán el primero de julio de cada año. Este Sueldo Digno será vigente a partir del primero de julio de 2008.

2. Días libres, al mínimo:

- ✓ 12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,
 - Los empleados "Full-time" deben acumularse un día cada mes.
 - Días acumulados y no utilizados deben continuar adelante al menos un año.

Y TAMBIEN

- ✓ 10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.
 - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-040.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor
Los Angeles, CA 90015

Teléfono: (213) 847-1922 – Fax: (213) 847-2777

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
 2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
 3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
-
1. The following exemptions do not require OCC approval or any Contractor Certification: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
 - a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j))**. Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
 - b. **Other governmental entities (LAAC 10.37.1(g))**. Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
 - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
 - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
 - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c))**. Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
 - f. **Business Improvement Districts (BID) (LWO Regulation #11)**. Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
 2. The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13). No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
 - a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g))**: Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
 - b. **One-person contractors with no employees (LAAC 10.37.1(f))**: Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
 - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
 - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$391,637 (adjusted July 1, 2004). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
 - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO EXEMPTION APPLICATION

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014

Phone: (213) 847-6480 – Fax: (213) 847-5566

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.

SECTION 1: CONTRACTOR INFORMATION

Company Name: _____ **Contact Person:** _____
Company Address: _____
City: _____ **State:** _____ **Zip:** _____ **Phone:** _____

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: _____ **Contract # (if any):** _____
Name of Department Contact: _____ **Department Phone:** _____
CONTRACT AMOUNT: \$ _____ **START DATE:** _____ **END DATE:** _____
Purpose/ Service Provided: _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

- ☐ **Collective Bargaining Agreements (LAAC 10.37.12):** Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.

Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.

- ☐ **Occupational License (LAAC 10.37.1(f)):** Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.

Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.

- ☐ **Other - Cite the LWO code section:** _____

Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.

SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory	Signature	Title	Date
Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.			

Approved / Not Approved – Reason: _____	By OCC Analyst: _____	Date: _____
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**CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS
BUREAU OF CONTRACT ADMINISTRATION
OFFICE OF CONTRACT COMPLIANCE**
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-6480 – Fax: (213) 847-5566
EMPLOYEE INFORMATION FORM

Contract No.: _____

Awarding City Department: _____

Name of Company: _____

Company Phone Number: _____ Prime Contractor: Yes _____ No _____

If no, state the name of the Prime Contractor: _____

Number of employees working on this City Contract and listed on the attached payrolls: _____

The Living Wage Ordinance requires that subject employers provide to employees: (1) as of July 1, 2005 a wage of at least \$9.08 per hour with health benefits of \$1.25 per hour, or \$10.33 per hour without health benefits (to be adjusted annually); (2) at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and (3) at least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.

EMPLOYEE INFORMATION

A contractor is required to provide to the OCC the following information within 10 days of contract execution:

- A copy of your most recent payroll. Attach it to this form and indicate on the payroll which employees are working on this City contract.
- If health benefits (such as medical, dental, vision, mental health, and disability insurance) are provided to employees, submit a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits. Indicate how much, if any, employees pay for co-premiums.
- A copy of your company's current paid and unpaid time off policy for the employees working on the City contract.

Failure to comply with these requirements will result in withholding of payments by the City Controller, or a recommendation to the awarding authority for contract termination. All information submitted is subject to verification, and false information may result in contract termination.

NOTE: Payrolls and health benefits information need not be submitted if all employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below and sign as requested.

☐ I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title
Form OCC/LW-6, Rev. 06/05

Date

CITY OF LOS ANGELES
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 600 South Spring Street, Suite 1300
 Los Angeles, CA 90014
 Phone: (213) 847-6480 – Fax: (213) 847-5566

NON-PROFIT/ONE-PERSON CONTRACTOR CERTIFICATION OF EXEMPTION FROM LIVING WAGE

Non-profit organizations organized under IRS Code Section 501(c)(3) and contractors with no employees may be exempted from the Living Wage Ordinance (LWO) by completing this Certification and submitting it to the Awarding Department. No approval by the Office of Contract Compliance (OCC) is necessary so long as contractors meet all of the exemption requirements. However, this Certification is valid only for the listed contractor during the performance of this contract. A new Certification will be required for each City agreement. Further, a subcontractor performing work on this contract is not exempt unless the individual subcontractor qualifies (and is approved, if necessary) for a separate exemption.

INSTRUCTIONS: Complete the information in Section 1, select an exemption basis listed in Section 2 (and provide the required information if you are 501(c)(3)), sign in Section 3, and submit it to the City department awarding the contract.

SECTION 1: CONTRACT AND CONTRACTOR INFORMATION

City Department Awarding Agreement: _____ Name of Dept. Contact: _____
 Services to be Provided: _____
 Contract Amount: \$ _____ Start Date: _____ End Date: _____
 Contractor Name: _____ Contact Person: _____
 Contractor Address: _____
 City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: EXEMPTION BASIS (Check one of the options provided below.)

- ☐ **501(c)(3) Non-Profit Organizations (LAAC 10.37.1(g)):** A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. The exemption is valid for all employees except Child Care Workers. Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." This is read broadly so that the term would include, for example, tutors working with children 12 or under if the tutors work at least 20 hours on the contract during the month. **Provide all information requested below.**

IRS 501(c)(3) Number: _____ Attach a copy of your 501(c)(3) letter from the IRS.
 Hourly wage of **lowest paid** employee in the organization: \$ _____ Lowest hourly wage multiplied by 8: \$ _____
 Hourly wage of **highest paid** employee in the organization: \$ _____ Must be less than eight times the lowest paid wage.

Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? ☐ NO ☐ YES

- ☐ **One-Person Contractors (LAAC 10.37.1(f)):** Contractors that have no employees are exempt from the LWO. By checking this option and signing the Declaration Under Penalty of Perjury below, you certify that you have no employees. If you have employees in the future, you must comply with the Ordinance.

SECTION 3: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Name (Print) _____ Signature _____ Title _____ Date _____

CITY OF LOS ANGELES

Department of Public Works - Bureau of Contract Administration - Office of Contract Compliance
600 South Spring Street, Suite 1300, Los Angeles, CA 90014
Phone: (213) 847-6480 – Fax: (213) 847-5566

Name of Contractor: _____

Contact Person: _____ Phone Number: _____

Awarding City Department: _____ Contract Number: _____

A contractor must provide to the Office of Contract Compliance (OCC) a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

☐ I have no subcontractors working on this City contract. (Sign at the bottom of page 2)

SUBCONTRACTOR INFORMATION FORM

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

SUBCONTRACTOR INFORMATION (cont.)

Page ____ of ____

Contractor Name: _____ Contract No.: _____ City Department: _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Print Name of Person Completing This Form_____
Signature of Person Completing This Form_____
Date_____
Title

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

APPENDIX C
Child Support Policy

City of Los Angeles
Department of Water and Power
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The Undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

☐ **Please check if company has already submitted to DWP
certification relative to Child Support Obligations Ordinance.**

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

APPENDIX D

Draft Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Consultant: *Consultant Name*

Subject: State Legislative Consulting Services
 State Bond Funding Advisory Services

Agreement Number: _____

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AGREEMENT NUMBER _____
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
Consultant Name

THIS AGREEMENT is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter the "Department" or "DWP") and [Consultant name], [location/type of corporation] corporation (hereinafter the "Consultant"). Individually, Department and Consultant are referred to under this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS the Department requires legislative advocacy services to protect and advance the Department's interests; and

WHEREAS the Department also requires expert advisory services relative to State bond funding; and

WHEREAS in November 2008, the Department released a Request for Proposals (RFP) seeking proposals from qualified firms/organizations to obtain legislative advocacy services as well as expert advisory services relative to State bond funding; and

WHEREAS, the Department evaluated the proposals submitted in response to the RFP, interviewed firms/organizations, and contacted references, and selected the Consultant(s) as being the most qualified firm(s) for the legislative advocacy services and State bond funding advisory services project; and

WHEREAS the Consultant has reviewed the services to be provided by the Consultant incorporated in this Agreement, and represents that it has the qualities, expertise, skills, and abilities to perform such work; and

WHEREAS the services to be performed are of an expert nature.

NOW THEREFORE, in consideration of the premises and of the covenants, representations and agreements set forth herein, the Parties hereby covenant, represent and agree as follows:

ARTICLE I. INTRODUCTION

101. Parties to the Agreement

The Parties to this Agreement are:

- A. The Department having its principal office at 111 North Hope Street, Los Angeles, California 90012.
- B. The Consultant, *[Consultant name]*, a *[location/type of corporation]* corporation, having its corporate headquarters located at *[Consultant address]*, and having a local office at *[address, include only if applicable to contract]*.

102. Representatives of the Parties and Service of Notices

102.1 Authorized Representatives

The representatives of the respective Parties authorized to administer this Agreement, including, but not limited to, Charge Order Notice approval, and to whom formal notices, demands and communications shall be given are as follows:

- A. The authorized representatives of the Department shall be, unless otherwise stated in the Agreement:

Name: Susan Damron
Title: Manager of Legislative and Regulatory Affairs
Division: Legislative and Regulatory Affairs
Primary Location: 111 N. Hope St., Room 1541
Los Angeles, California 90012
Facsimile Number: (213) 367-8788

[Copies of all correspondence should go to the Project/Contract Administrator and others as deemed appropriate for the specific contract]

With copies to:

Name: Lisa Tashiro
Title: Contract Administrator
Division: Legislative and Regulatory Affairs

Primary Location Address: 111 N. Hope St., Room 1541
Facsimile Number: (213) 367-8788

B. The authorized representatives of the Consultant shall be:

Name
Title
Division
Primary Location Address
Facsimile Number:

And

Name
Title
Division
Primary Location Address
Facsimile Number:

With Copies to:

Name
Title
Division
Primary Location Address
Facsimile Number:

102.2 Service of Notices

Unless otherwise stated herein, formal notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by personal delivery or by certified mail, overnight carrier, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the date of mailing, whichever is applicable, or in the case of a facsimile, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business days following receipt.

If the name or address of the person designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given, in accord with this section, within five (5) business days of said change.

103. Purpose of the Agreement

Los Angeles Department of Water and Power –[Consultant name]
[Subject of Contract]

104. Definitions

Key terms used in this Agreement are defined as below:

[Definitions may be listed in a separate Exhibit if desired.]

ARTICLE II. TERM OF THE AGREEMENT

201. Term of the Agreement

The term of this Agreement shall commence, provided the events identified in Exhibit E, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate *[number (#) of months/years]* thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained Department approval of insurance required herein.

OPTIONAL SECTIONS – As applicable to a specific contract.

201.1 Extension Options

At the Department's sole option, the term of this Agreement may be extended for up to an additional *[number (#) of months/years]*, exercisable in *[number (#) of months/years]* increments, or any portion thereof.

202. Time is of the Essence

The Department and the Consultant understand and agree that "Time is of the Essence" in performance of this Agreement.

ARTICLE III. COMPENSATION AND METHOD OF PAYMENT

301. Compensation

301.1 Not-to-Exceed Amount

The total compensation that may be paid to the Consultant by the Department for complete and satisfactory performance of services under this Agreement shall not exceed *[amount of contract both written and in numbers]*.

301.2 Authorized Expenditures *(alternate Task Order language)*

Of the total amount of compensation included in Section 301.1 above, the Department shall pay the Consultant for services to be performed, tasks to be implemented, and deliverables to be provided as specified in individual Task Orders executed in accordance Section 302, Allowable Fees and Costs, and Article V, Task Order Development and Approval, of this Agreement. The Department shall not be liable for payment of monies unless there is a written Task Order approved by the Department's authorized representative(s) identified in Section 102.1 of this Agreement. Therefore, there is no guarantee that the Consultant shall receive any amount of work during the term of this Agreement.

302. Allowable Fees and Costs

The Department shall pay for services established in Exhibit A, Consultant Retainer Rate, which is attached hereto and made a part hereof. Such labor rates are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of Deliverables, and one electronic copy of Deliverables costs.

302.1 Reimbursement of Subconsultant Costs

302.2 Reimbursement of Travel Expenses

Travel expenses necessary to perform required work for the Department must be pre-approved by the Department. Department approved travel expenses shall be paid by the Department at the actual cost of such expenses, consistent with Exhibit B, Allowable Travel Expenses, which is attached hereto and made a part hereof. No markup by the Consultant or subconsultant of any tier for travel expenses shall be allowed.

302.3 Other Reimbursable Expenses

Other reimbursable expenses include color copies of presentation handouts, as pre-approved by the Department. The Department will reimburse the actual cost paid by the Consultant. The Department will not pay mark-up on these costs. All receipts for reimbursement must be submitted to the Contract Administrator.

302.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight (8) hours a day, on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable shall be based on the labor rates established in Exhibit A, Consultant Labor Rates and Fees. In special circumstances an overtime or labor rate premium may be allowed at the sole option of the Department, with prior written approval by the Department authorized representative designated in Section 102 of this Agreement.

302.5 Taxes

All costs contained herein are inclusive of any applicable State of California Sales Tax, California Use Taxes or Federal Excise Tax. Such taxes are the only taxes for which the Department shall be liable for payment and any such taxes paid by the Consultant for tangible property to be delivered to the Department pursuant to Section 302.3 of this Agreement shall be separately identified on the Consultant's invoices. The Consultant agrees to abide by the Board of Equalization's determination for all sales or use taxes and payment thereof, and shall adjust for any overpayment or underpayment of such taxes to date on the next regularly scheduled invoice following receipt of the determination. The Consultant agrees to assist the Department in preparing and filing any application for a refund of any overpayment of such taxes. In the event that pursuant to state or federal law, the Department is required to pay taxes for tangible property delivered to the Department by the Consultant pursuant to Section 302.3 of this Agreement directly to the state, the amount of said taxes shall be deducted from the costs contained herein.

303. Method of Payment

Payment for Consultant services shall be made in accordance with authorized Task Orders. The Consultant shall submit invoices to the Department in accordance with authorized Task Orders, with the billings against each individual Task Order tracked separately. Each invoice shall be accompanied by a statement detailing the services performed, tasks completed and the deliverables provided for which payment is requested, supporting documentation, and the LADWP Subcontractor Tracking Form, or its successor reporting format.

303.1 Required Invoice Information

Invoices shall be submitted by the Consultant to the Department in triplicate. The following information shall be included in each invoice submitted by the Consultant to the Department:

1. Consultant name, address, and vendor code number as registered on the Department vendor database.
2. City of Los Angeles Business Tax Registration Number
3. Date of invoice
4. Invoice number
5. Contract number
6. Summary of individual Task Orders, including amount of current invoice, total invoiced to date, total authorized Task Order amount, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order.
7. Taxes
8. Total amount of invoice
9. Description of services and deliverables provided related to each individual Task Order and associated costs
10. Supporting documentation for all costs and expenses, in a format acceptable to the Department.
11. Following certification statement signed by the Consultant:
"I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq.
12. Approval signature blocks for Department project manager and Department authorized representative(s) identified in Section 102.1, Representative(s) of the Parties and Service of Notices, of this Agreement .
13. An accompanying LADWP Subcontractor Tracking Form, or its successor reporting format, identifying the amounts paid to each authorized subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated subconsultant percentages identified in Exhibit C, List of Subconsultants, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in subconsultant utilization.

If the Job Opportunities and Training Program applies the following invoice provision should be included

14. An accompanying document identifying the Consultant labor amounts paid for both the current invoice and total invoiced to date. The Consultant shall explain the amounts expended on implementation of the job opportunities and training program developed pursuant to Section 401.## [identify the appropriate Agreement section] of this Agreement, the actual programs implemented, and the location and date the activities occurred.

Invoices shall be submitted to:

Name
Organization
Los Angeles Department of Water and Power
Address

Consultant's failure to submit accurate and all required information shall result in Department's rejection of the invoice and non-payment.

303.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice the Department on a monthly basis for costs and expenses. The Consultant shall provide documents supporting costs and expenses, including copies of receipts or invoices for expenses in excess of \$25.00, summary of total hours worked by specified individual Consultant employees and the applicable hourly rate, and time sheets or payroll records as appropriate to support individual employee hours worked, with each monthly invoice. Payment shall be made within forty-five (45) calendar days of receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1 of this Agreement and authorized Task Orders.

303.3 Fixed Price Task Order Invoices

For Task Orders specifying a lump sum method of payment, payment shall be made within forty-five (45) calendar days after review and approval of the deliverable by the Department or receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1, whichever is later.

303.4 Notice of Items Not Approve for Payment

The Department project manager will review the Consultant invoice within fifteen (15) working days and notify the Consultant of any missing

or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any deliverables, labor, or reimbursable expenses invoiced by the Consultant are not approved for payment, the Department shall provide the Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet with the Consultant to discuss such issues. Any disputes between the Department and the Consultant regarding invoices costs and expenses shall be resolved in accordance with Article X, Disputes, of this Agreement. The Department shall pay undisputed invoice amounts.

303.5 Notification of Status of Task Order Expenditures

The Consultant shall notify the Department in writing when costs reach 50 and 75 percent of the authorized Task Order amount. Such notice shall include an assessment of whether or not the tasks assigned in the Task Order can be completed within the authorized expenditure amount, and if not the Consultant shall propose suggested modifications to the Task Order for consideration by the Department. Failure of the Consultant to provide such written notification may result in late payment of invoices by the Department.

303.6 Timely Invoicing

All charges related to the performance of the Consultant's work or services for any Task Order, including subconsultant and other reimbursable expenses, shall be invoiced by the Consultant to the Department within six (6) months of the cost or expenses being incurred by the Consultant or subconsultant. The Department shall not reimburse the Consultant for any costs, expenses, work, or services invoiced to the Department six (6) months after the date the costs were incurred by the Consultant or subconsultant.

303.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that shall increase the Department's total obligation above the maximum authorized amount set forth in Section 301.1 of this Agreement shall be subject to prior approval by the *[Board of Water and Power Commissioners or General Manager, which ever is appropriate]*. The Department shall not be obligated to pay for work performed by the Consultant for any such changes made in violation of this Agreement.

ARTICLE IV.

SERVICES TO BE PROVIDED

401. Services to be Provided by the Consultant

During the term of this Agreement, the Consultant shall provide the services, implement the tasks, and provide the Deliverables identified in Task Orders authorized by the Department in accordance with Article V, Task Order Development and Approval, of this Agreement and consistent with the service detailed in this Section 401.

401.1 Description of Consultant Services

[The Scope of Services should be presented in this section. If services are extensive, a Scope of Services Exhibit should be developed. This Section should then summarize the services here and reference the Exhibit.]

Notwithstanding any other provision of this Agreement, the Consultant shall perform such other work and deliver such other items as are necessary to ensure that the services and deliverables provided under this Agreement meet the requirements set forth in this Agreement, including all Exhibits.

401.2 Department Approval of Work

All services, work, tasks, and deliverables are subject to Department approval, which approval shall not be unreasonably withheld. Failure to receive approval may result in withholding compensation for such services, work, tasks, and deliverable pursuant to Article III, Compensation and Method of Payment, of this Agreement.

401.3 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by the Department of any task or deliverable, or any part thereof, shall not relieve the Consultant of the responsibility to meet all of the requirements as set forth in this Agreement. The Consultant shall have no claim for additional costs due to correction of its errors or omissions in said previously approved Deliverables or any other action that may be necessary to comply with this Agreement, including all Exhibits, and authorized Task Orders.

Revising Consultant-prepared documents at the request of the Department to incorporate comments by the public or by agencies having jurisdiction in matters of the particular task assignment is not considered to be a remedy of errors or omissions, but is considered an integral part of document preparation which may be called for by a task assignment.

401.4 Industry Standard of Care

The Consultant shall perform the work described herein in accordance with industry standards of care and shall reflect competent professional knowledge and judgment.

401.5 Additional Services

In the event that the Department requires services in addition to those specified in this Agreement, the Consultant agrees to provide such services in accordance with Article IX, Amendments and Changes to this Agreement, of this Agreement. Prior to performance of additional work, this Agreement shall be amended to include the additional work and payment therefor.

401.6 Safety and Non-Interference

The Consultant shall arrange facility visits with the Department who shall advise the Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of Department personnel when visiting any facility.

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of the Department or any other City department.

401.x Job Opportunities and Training Program

The Consultant shall devote three percent (3%) of the total direct Consultant labor costs to job development and training activities, with approximately half of that outlay funding job opportunities for unemployed and at-risk workers. The Consultant shall develop a job opportunities and training program plan that includes organized and formal activities designed to facilitate and aid in the training and hiring of job seekers, laid-off workers, youth, incumbent workers, new entrants to the workforce, veterans, and persons with disabilities in professional/engineering, skilled craft, para-professional, clerical, and administrative functions. The Consultant shall report on the job opportunities and training program plan implementation and expenditures with submittal of all invoices for payment. More frequent reports may be required at the request of the Department.

401.x. The Department reserves the right to contract with other consultants to review the Consultant's deliverables and other work products produced in accordance with the terms of this Agreement. If the Department contracts with other consultants to assist the Department in reviewing the Consultant's Deliverables and other work products, the Consultant agrees to cooperate fully and coordinate with such other consultants.

401.x. The Consultant shall provide access and make available to the Department the Consultant's internal documents, reports, and reviews directly related to the work being performed pursuant to this Agreement, such as Project Schedule related documents and performance and project management audits.

402. Department Responsibilities

If the Department, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects the Consultant's performance hereunder or if the Department is unable to approve the services, work, task, or deliverables, or perform its other responsibilities, in accordance with the agreed upon time schedule established in an authorized Task Order, the schedule may be adjusted in accordance with the provisions of Article IX, Amendments and Changes to this Agreement, of this Agreement. The Consultant agrees to cooperate with the Department to minimize, and if possible, to eliminate the impact of any delays on completion of the services, work, tasks, or deliverables. The Consultant shall promptly notify the Department if delays, regardless of the cause, begin to put the schedule or authorized Task Order budget in jeopardy.

403. Consultant Personnel

403.1. Key Consultant Personnel

Key Consultant personnel to be assigned to this Agreement are identified in the List of Key Consultant Personnel set forth in Exhibit D, which is attached hereto and made a part hereof. Exhibit D, List of Key Consultant Personnel, also contains a description of the Consultant's business location the person is assigned to, the position within the Consultant's organizational hierarchy, special expertise of the person, the number of years employed by the Consultant, and the number of years of experience for each person identified in Exhibit D. Key Consultant personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

[Note that subconsultant personnel may also be considered "key" in some instances. If that is the case, they should also be listed in this Exhibit.]

The Department considers the services of the Consultant's key personnel listed in Exhibit D, List of Key Consultant Personnel, essential to the Consultant's performance under this Agreement. The Consultant shall not reassign any key personnel without the Department's prior written consent. The Department shall have the right to approve or disapprove the reassignment of Consultant key personnel listed in Exhibit D for any reason at its sole discretion.

403.1.1 Unavailability of Key Personnel

In the event individual key personnel listed in Exhibit D are terminated either by the Consultant or the individual, with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to the Department written notification detailing the circumstances of the unavailability of the individual key personnel and designating replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel that have a level of experience and expertise equivalent to the unavailable individual key personnel for Department review and approval.

The Department shall review and approve or disapprove any personnel who are designated as key personnel. The Department shall act reasonably in exercising its discretion to approve or disapprove any key personnel.

The Consultant recognizes and agrees that early notification of the unavailability of key Consultant personnel and proposed replacement personnel is essential to avoiding delays in completing the services, work, tasks, and deliverables established in this Agreement or authorized Task Orders because the award of which was predicated upon the competency of the personal services provided.

403.2 Removal of Consultant Personnel

The Consultant agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the Department within 24 hours or as soon thereafter as is practicable

404. Consultant Use of Subconsultants

Subconsultants, including but not limited to individuals, contract employees, sole proprietors, firms, and corporations, designated to perform work under this Agreement are identified in Exhibit C, List of Subconsultants. Exhibit C, List of Subconsultants, also contains a description of the service, task responsibilities, and anticipated participation (percentage of overall cost of services) of each subconsultant identified in Exhibit C.

Notwithstanding the fact that the Consultant is utilizing subconsultants, the Consultant shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement and authorized Task Orders.

The Department has no obligation to any subconsultant and nothing herein is intended to create any privity between the Department and the Consultant's subconsultants.

404.1 Department Pre-Approval of Subconsultants

The Department shall pre-approve, in writing, the Consultant's utilization of subconsultants in the event that additional subconsultants or substitutions for subconsultants listed in Exhibit C, List of Subconsultants, are proposed by the Consultant. This applies to individuals, contract employees, sole proprietors, firms, and corporations.

404.2 Subconsultant Subcontracting

Subconsultant's subcontracting or delegation of services is expressly prohibited unless approved in writing by the Department.

404.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Sections 404.2 and 1103, the provisions of Article VI, Ownership, and Article VII, Confidentiality, Restrictions on Disclosure, and, PSC-13, PSC-19, PSC-21, PSC-22, and PSC-24 of this Agreement.

404.4 Copies of Consultant Subconsultant Contracts

The Consultant shall provide the Department with copies of Consultant subconsultant contracts associated with the performance of this Agreement within fifteen (15) working days of execution of such contracts by the Consultant.

The Consultant is solely responsible for ensuring that all subcontracts comply with the provisions and the terms of this Agreement, as applicable.

**ARTICLE V.
TASK ORDER DEVELOPMENT AND APPROVAL**

501. Task Order Development

Not applicable.

501.1 Task Order Proposal

Not applicable.

501.2 Task Order Development

Not applicable.

501.3 Task Order Approval and Authorization

Not applicable.

501.4 Task Order Modifications

Not applicable.

**ARTICLE VI.
OWNERSHIP**

601. Ownership Rights

It is understood and agreed that the deliverables are being developed by the Consultant for the sole and exclusive use of the Department and that the Department shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. All work performed by the Consultant on deliverables and any supporting documentation therefore shall be considered as "Works-Made-for-Hire" (as such are defined under the U.S. Copyright Laws and international treaties) and, as such, shall be owned by and for the benefit of the Department. The Department owns any and all trademarks, patents, copyrights, and any other intellectual property rights for any and all deliverables generated as a result of this Agreement, regardless of the state of completion of said deliverables.

In the event it should be determined that any of such deliverables or supporting documentation, or parts thereof, do not qualify as a "Works-Made-for-Hire" the Consultant shall and hereby does transfer and assign to the Department for no additional consideration, all right, title, and interest that it may possess in such deliverables and documentation including, but not limited to, all copyrights to the work and all rights comprised therein, and all proprietary rights relating thereto. Upon request, the Consultant shall take such steps as are reasonably necessary to enable the Department to record such assignment. Further, the Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the Department all rights, , title, and interest, including copyrights to all such "Works-Made-for-Hire."

601.1 Use of Deliverables

The Department has the right to use or not use the deliverables and to use, reproduce, re-use, alter, modify, edit, or change the deliverables as it sees fit and for any purpose. If the Department determines that a deliverable, or any part thereof, requires correction prior to Department approval, the Department has the absolute right to use the deliverable until such time as the Consultant can remedy the identified deficiency.

601.2 Execution of Ownership Documents

The Consultant shall sign, upon request, any documents needed to confirm that the Deliverables or any portion thereof are "Works-Made-for-Hire" and to effectuate the assignment of its rights to the Department.

602. Warrant Against Infringement

The Consultant warrants that the performance of the services by the Consultant or its subconsultants of any tier, pursuant to this Agreement, shall not in any manner constitute an infringement or other violation of any trademark, copyright, patent and/or trade secret of any third party.

603. Subconsultants Subject to This Article VI

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article VI, Ownership. The Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the Department all rights, title, and interest, including copyrights to all Deliverables and other "Works-Made-for-Hire."

604. Survival of Provisions

The provisions of this Article VI, Ownership, shall survive termination and expiration of this Agreement.

OPTIONAL SECTIONS: May be appropriate for certain contracts.

604.x. The Consultant shall assist the Department and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications and assignments relating to deliverables. The Consultant shall sign any applications, upon request, and deliver them to the Department. The Consultant shall sign any necessary documents to assure or effectuate such applications and assignments, upon request and deliver them to the Department. The Department shall bear all expenses that it causes to be incurred in connection with the copyright, trademark, and/or patent protection, provided that the Consultant has complied with the provisions of Section 601.3 of this Agreement.

604.x As part of the Consultant's provision of the services hereunder, the Consultant may utilize pre-existing proprietary works of authorship that have not been created specifically for the Department, including without limitation methodologies, templates, and research, as well as, ideas, concepts, know-how, analytical approaches, and analytical processes which have been originated, developed or purchased by the Consultant or by third parties under contract to the Consultant that have not been created specifically for the Department (all of the foregoing, collectively, "Consultant's Information"). For the purposes of this Agreement, Consultant's Information shall remain the sole and exclusive property of the Consultant. The Consultant and the Department, including Department consultants, shall have the right to use for themselves and other clients the ideas, concepts, and know-how developed during the performance of work and tasks under this Agreement and retained in the unaided memory, provided they do not infringe upon the Department's copyright or patent rights as set forth in this Article V, Ownership. The Department acknowledges that the Consultant provides consulting and services to other clients, and agrees that nothing hereunder shall be deemed to prevent the Consultant from carrying on such business.

ARTICLE VII. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

701. Confidentiality

All documents, records, and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of the Department. All documents, records

and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for the Department shall be used only for the purpose of carrying out Department business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of Department documents, records, and information in its possession.

701.1 Document Access/Control

- A. The Consultant shall make the confidential information provided by the Department to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, available to its employees, agents and /or subconsultants, only on a need-to-know basis. Further, the Consultant shall provide written instructions to all of its employees, agents and subconsultants, with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The Consultant shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- C. The Consultant shall not remove documents, records, or information used or reviewed in connection with the Consultant's work for the Department from Department facilities without prior approval from the Department. The Consultant shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by the Department that are reviewed during work on this Agreement.
- D. The Consultant shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information. Provided however, with prior written approval from the Department, the Consultant may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.

- E. The Consultant shall document and immediately report to the Department any unauthorized use or disclosure of confidential information of which the Consultant becomes aware.
- F. The Consultant shall require that all its employees, agents, and subconsultants who shall, or may, review, be provided, or have access to Department data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VII, Confidentiality and Restrictions on Disclosure, prior to performing work under this Agreement.

701.2 Return of All Documents to the Department

The Consultant shall, at the conclusion of this Agreement or at the request of the Department, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Consultant during the course of work under this Agreement to the Department, and all paper and electronic copies thereof. Provided however, the Consultant may retain duplicates and originals, as appropriate, of Consultant's administrative communications, records, files, and working papers relating to the services provided by the Consultant pursuant to this Agreement. Consultant shall under no circumstances retain any copies of Department financial or Department employee or customer confidential data or information.

701.3 Work Product and Deliverable Confidentiality

Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Consultant shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Consultant may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Consultant does not disclose any non-public information. The Consultant may not release any information, whether or not such information is public information, to the media without prior written approval from the Department.

701.4 Subconsultants Subject to This Article VII

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article VII, Confidentiality and Restrictions on Disclosure.

702. Survival of Provisions

The provisions of this Article VII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

703. Reference Checks

To the extent permitted by applicable law, the Department may conduct reference checks on the Consultant, its employees, agents, and subconsultants who shall have, or may have, access to Department customer, employee, power system, or water system information and data during performance of this Agreement. The Consultant recognizes the highly sensitive nature of such information and data and agrees to cooperate with the Department and provide, to the extent permitted by applicable law, whatever information the Department requires in order to conduct reference checks. The Department may request changes to Consultant personnel pursuant to Section 403.2 of this Agreement in response to reference check information, and the Consultant shall accommodate such request for personnel changes.

ARTICLE VIII. TERMINATION AND SUSPENSION

801. Termination for Convenience

- A. The Department may terminate this Agreement, or any part hereof, for its convenience upon giving at least thirty (30) calendar days written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.
- B. After receipt of a notice of termination and except as otherwise directed by the Department, the Consultant shall:
 - 1. Stop work under the Agreement on the termination effective date and to the extent specified in the notice of termination.
 - 2. Deliver to the Department, within ten (10) calendar days after termination, any and all data, reports, other documents, and deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.

3. Transfer title to the Department (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by the Department, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- C. The amount due Consultant by reason of termination for the Department's convenience shall be determined as follows:
1. The Consultant shall be paid on the basis of work completed as set forth in authorized Task Orders after Department review and approval of the work.
 2. The Consultant shall also be compensated by the Department on a percentage completed basis of the applicable Deliverables for work in process, when appropriate, in compliance with authorized Task Orders after Department review and approval of the work.

802. Termination for Cause

- A. The Department may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten (10) calendar days from the date of the Department's notice of breach to cure, or diligently commence to cure such breach. The Department's notice of breach shall include a time and location for the individuals identified in Section 102.1 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of breach. If the Consultant is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten (10) day timeframe, the Department may terminate this Agreement anytime thereafter upon providing the Consultant written notice..
- B. If this Agreement is terminated for cause, the Consultant shall comply with Section 801B, above. The Department shall pay for the Department accepted deliverables, less the amount of any damages incurred as a result of the Consultant's failure to perform its responsibilities under this Agreement.

803. Suspension of Work

The Department may orally direct the Consultant to suspend, and to subsequently resume performance of all or any of the work. Such Department direction shall be confirmed in writing. In the event that the Department suspends work, the authorized Task Order scheduled and budget shall be adjusted as appropriate in accordance with the provisions of Section 501.4 of this Agreement.

ARTICLE IX. AMENDMENTS AND CHANGE TO THE AGREEMENT

901. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the Consultant, extension of the term, and any increase or decrease in the amount of compensation authorized in Section 301.1 of this Agreement, agreed to by the Parties, shall be incorporated into this Agreement by a written amendment properly executed and signed by the [Board of Water and Power Commissioners] and the person(s) authorized to bind the Consultant thereto.

Agreement extensions that result in an Agreement term of greater than three (3) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

902. Change Requests

902.1 Department Change Requests

During the term of this Agreement the Department shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with the work described in Section 401, Services to be Provided by the Consultant, of this Agreement. A "change," as that term is used in this Section means adjustments made within the scope of the services to be provided by the Consultant established in Section 401 of this Agreement, including adjustments to schedule, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 301.1 of this Agreement. The Department shall make a formal written request with respect to each change it desires to make.

902.2 Change Order Development

Within ten (10) calendar days following the Consultant's receipt of the Department's written change request, the Consultant, at its own expense, shall prepare and deliver to the Department written statement that includes the following:

1. Impact that the change would have on existing Consultant service requirements and characteristics;

2. Impact of the change on authorized Task Orders and any other part of this Agreement.

The Consultant may suggest to the Department that changes be made to the work within the general scope of the work contemplated in this Agreement. All such suggested changes shall be made in accordance with the provisions of this Section.

Upon the Department's review of the Consultant's written response to the change request proposal, the Department and Consultant shall cooperatively work to develop a change order. To that end, informal exchanges between the Consultant and Department are encouraged to aid in the development of a change order.

902.3 Change Order Approval and Authorization

Upon approval of the Consultant's written statement prepared pursuant to Section 902.2, the Department's authorized representatives as identified in Section 102.1, of this Agreement, or their designee established in writing, the Department shall deliver to the Consultant a change order (hereinafter ("Change Order Notice")) for execution, consistent with Section 102.1 of this Agreement. The Change Order Notice shall contain the full and complete agreement among the Parties regarding the modifications to the scope of services to be provided.

903. Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- (a) Latest Amendment
- (b) Agreement
- (c) Latest Change Order
- (d) Task Assignment
- (e) Other reference documents
- (f) Response

ARTICLE X. DISPUTES

1001. Disputes

1001.1 Dispute Resolution

Both Parties shall agree to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, the Department and the Consultant shall schedule a meeting of the individuals identified in Section 102.1 in a good faith attempt to resolve the issues in dispute. Such Dispute Resolution meeting shall be scheduled and held within 10 days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter. No verbal or written agreement nor conversation with any officer or employee of either Party, including, but not limited to, proposals, e-mails, and other communications, shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except as provided for in Article IX, Amendments and Changes to the Agreement.

1001.2 Continued Work

The Consultant and the Department shall continue to perform work under the Agreement during any dispute.

1001.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et seq.*

ARTICLE XI. STANDARD PROVISIONS

1101. Standard Provisions for Department Contract

The Consultant shall comply with the *Standard Provisions for Department of Water and Power Professional Service Contracts (Revised June, 2007)*, which are attached hereto as Exhibit E, and made a part hereof.

Except as amended below, the Consultant shall comply with the *Standard Provisions for Department of Water and Power Professional Service Contracts (Revised June, 2007)*, which are attached hereto as Exhibit E, and made a part hereof.

[Example] PSC- 12 is amended to read as follows:

1102. Audit Cost Recovery

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision of the Standard Provisions PSC-22 for Department of Water and Power Professional Service Contracts reveals that the Department overpayment to the Consultant is more than 5% of the billings reviewed, the Consultant shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Consultant to the Department within fifteen (15) calendar days of notice to the Consultant of the costs and expenses.

1103. Infringement of Intellectual Property Rights

- A. Consultant will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against the Department, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trade marks, service marks, and other proprietary information or rights (collectively "Intellectual Property Rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant in the construction of the work under this Agreement; or (2) as a result of the Department's actual or intended use under the specifications contained herein by the Department of any product furnished by Consultant (herein after "Consultant Product". Consultant Product herein

includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Consultant also shall indemnify the Department against any loss, cost, expense, liability, and damages finally awarded against the Department for settlement as a consequence of such Action.

- B. Consultant, however, shall have no liability to the Department hereunder with respect to any claim of infringement which is based upon the combination or utilization of the Consultant Product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by the Department of the Consultant Product furnished hereunder.
- C. In Consultant's defense of the Department, negotiation, compromise, and settlement of any such infringement action, the Department shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the City Charter, particularly Article II, Sections 271, 272 and 273 thereof.
- D. In addition, if any part of the Consultant Product (a) becomes the subject of an action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, Consultant shall, with the Department's consent, do one of the following immediately. Consultant shall at its expense either: i) procure for the Department the right to continue using said part of the product; ii) replace the product with a functionally equivalent, non-infringing product; or iii) modify the Product so it becomes non-infringing.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the Department or diminish the intended benefits and use of the Consultant Product by the Department under the specifications herein. If Consultant proves to the Department's satisfaction that none of option (i), (ii), or (iii) is commercially feasible, Consultant shall instead refund the full purchase price of the product.

- E. Rights and remedies available to the Department hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.
- F. This Section 1104 shall survive the expiration or other termination of this Agreement.

110X. Conflict of Interest

Consultant will not accept any employment during the term of the Agreement from any other party if such employment is, could represent, or could lead to a conflict of interest between the Department, Consultant, or the other party.

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Section 110X, Conflict of Interest.

110x. Expansion of PCS-11

The Consultant may not, unless it has first obtained the written permission of the Department, such permission may be withheld for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Consultant.

ARTICLE XII. ENTIRE AGREEMENT

1201. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except provided by Article IX, Section 902.1, Department Change Request, signed on behalf of the Department and Consultant and by their duly authorized representatives. Any purported oral amendment to this Agreement shall have no effect.

1202. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes [*twenty-three (23)*] pages and [*eight (8) Exhibits*], which constitute the complete understanding among the Parties.

1203. Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

[Signature page follows].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

*Two company executive signatures
are required*

For: DEPARTMENT OF WATER AND
POWER OF THE CITY OF LOS
ANGELES BY BOARD OF WATER
AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

For: *CONSULTANT'S NAME*

By: _____
H. DAVID NAHAI
Chief Executive Officer
and General Manager

By: _____
Managing Principal

Date: _____

Date: _____

And: _____
Secretary

By: _____
Vice-President

Date: _____

City Business Tax Registration Certificate Number:
Internal Revenue Service ID Number:
Agreement Number _____

EXHIBIT A

Consultant Retainer Rate

Exclusive of travel expenses and presentation color copy expenses, the consultant and their subcontractors will perform the services identified in the Statement of Work for a monthly retainer of (____). The retainer fee shall include Contractor's and Subcontractor's salary, services and expenses.

LADWP – [Consultant Name]
Exhibit A – Consultant Labor Rates and Fees

Page 1

EXHIBIT B

Allowable Travel Expenses

The Department will reimburse the Consultant, at actual cost, for reasonable, necessary, authorized and approved incidental expenses while performing the work. These expenses will include, but not limited to:

- 1.1 Air fare and Car Rental: Air fare is limited to coach class only. Car rental is limited to one compact rental per 4 passengers per trip. Original receipts for airfare and car rental must be submitted.
- 1.2 Meal and Lodging expenses:
 - 1.2.1 Meal expenses up to a maximum limit of \$52.10 per day. This should include taxes and tips. The following Breakdown for Meals shall be used as a guideline:

Breakfast	\$12.56
Lunch	\$16.19
Dinner	\$23.35

Meal receipts must be the detailed receipts. Reimbursement will not be made for alcoholic beverages.
 - 1.2.2 Lodging expenses up to a maximum limit of \$178.48 per day. This should include taxes and tips. Lodging receipts must show paid in full with zero balance owed.
 - 1.2.3 Meals and Lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in this Agreement.
 - 1.2.4 Original receipts must be submitted for necessary travel expenses \$25.00 or more.
- 1.3 Mileage for non-rental car travel at the rate of \$0.585 per mile

EXHIBIT C

List of Subconsultants

The following subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Task/Service Responsibilities	Location	Firm Type (MBE/WBE/OBE)	Anticipated Compensation *
Thompson, Cobb, Bazilio & Associates, P.C.	Financial, compliance, and performance auditing	Mark-up reviews	Southern California	OBE	2%

* Subconsultant participation is estimated and may be modified to reflect actual services requested.

EXHIBIT D

List of Key Consultant Personnel

The following people are designated as Consultant's Key Personnel:

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant/ Experience
Edward Salcedo	Project Director	Project Director	Los Angeles	Project oversight Client engagement management	10/20

[Note: all Labor categories listed should also appear on Exhibit A Contractor Labor Rates and Fees. Any subconsultant personnel that are key to the Project should also be included in this Exhibit]

EXHIBIT E

STANDARD PROVISION FOR DEPARTMENT OF WATER AND POWER PROFESSIONAL SERVICE CONTRACTS

PSC-1 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against the Department or the Consultant. The word "Consultant" herein and in any amendment hereto includes the Party or Parties identified in this Agreement wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one Consultant herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of feminine, masculine, or neuter gender shall be deemed to include the genders not used.

PSC-2 Number of Originals

The number of original texts of this Agreement shall be equal to the number of the Parties hereto, one text being retained by each Party.

PSC-3 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

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

The provisions of this section shall survive the expiration or termination of this Agreement.

EXHIBIT E

PSC- 4 Time of Effectiveness

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

- (a) This Agreement has been signed on behalf of the Consultant by the person(s) authorized to bind the Consultant hereto.
- (b) This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- (c) The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- (d) This Agreement has been signed on behalf of the Department by the person designated by the Board, officer or employee authorized to enter into this Agreement.

PSC-5 Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements and understandings, whether written or oral, relating hereto. This Agreement may be amended only as provided for in paragraph SP-6.

PSC-6 Amendment

All amendments hereto shall be in writing and signed on behalf of both Parties by the persons authorized to bind the Parties hereto.

PSC-7 Excusable Delays

In the event that performance on the part of any Party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder shall include, but are not limited to, acts of God or of the public enemy; insurrection; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; to the extent that they are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.

EXHIBIT E

PSC-8 Breach

Except for excusable delays as defined in PSC-7, if any Party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation, warranty, certification or other statement made by it be untrue, any aggrieved Party may avail itself of all rights and remedies, at law or equity, in the courts of law.

PSC-9 Waiver

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

PSC-10 Independent Consultant

The Consultant is acting hereunder as an independent contractor and not as an agent or employee of the Department or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's subconsultants, suppliers, employees, and agents, shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Department for any purpose whatsoever. The Consultant shall not be entitled to any Department or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

PSC-11 Prohibition Against Assignment or Delegation

The Consultant may not, unless it has first obtained the written permission of the Department, such permission may be withheld at the Department's sole discretion for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Consultant

- (a) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12 Licenses and Certifications

The Consultant and its officers, agents, and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Consultant's performance hereunder and shall pay any fees required therefor. Such licenses, permits, certifications shall be specific to the State of California or regional regulatory agencies, as applicable to Consultant's services, work, task, and deliverables pursuant to this

EXHIBIT E

Agreement. Consultant agrees to immediately notify the Department of any suspension, termination, lapse, non-renewal, or restriction of such licenses, permits, certifications, or other documents.

PSC- 13 Non Discrimination/Equal Employment Practices/Affirmative Action

The Consultant shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States, the State of California, and the City of Los Angeles. In performing this Agreement, the Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The Consultant shall also comply with all rules, regulations, and policies of the Department relating to nondiscrimination and affirmative action, including the filing of applicable forms or affirmative action plan.

Any subcontract entered into by the Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the Consultant to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject the Consultant to the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

PSC-14 Claims for Labor and Materials

The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against the Department or City of Los Angeles or any of their respective property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC- 15 Los Angeles City Business Tax Registration Certificate Required

The Consultant represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Section 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC -16 Bonds

Duplicate copies of all bonds which may be required hereunder shall conform to the Department requirements established by Los Angeles City Charter, ordinance or policy

EXHIBIT E

and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

EXHIBIT E

PSC-17 Indemnification

Except for the gross negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify and hold harmless the Department, the City of Los Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to performance, non-performance or breach of this Agreement or any other act or omission by or of the Consultant or Consultant's officers, employees, agents or subconsultants of any tier, including but not limited to any such act or omission that results in death or injury to any person, including but not limited to Consultant, Consultant's officers, employees, agents, and subconsultants of any tier, or damage or destruction to property of any kind, of either Party hereto, or of third Parties, or loss of use(hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part because they are violative of any law or public policy, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

PSC-18 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to the Department, is required to be submitted by the Consultant and must be maintained current by the Consultant throughout the term of this Agreement. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions

1. Additional Insured Status Required

Consultant 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 on the attached Contract Insurance

EXHIBIT E

Requirements page. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, the Department, the Board, and all of their respective officers, employees and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Consultant's acts or omissions in its performance of this Agreement, hereunder or other related functions performed by or on behalf of Consultant. Such insurance shall not limit or qualify the liabilities and obligations of the Consultant assumed under this Agreement.

2. Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverage) shall contain a Severability of Interest and 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 Liability 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."

3. Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by the Department where liability arises out of or results from the acts or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

4. Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department, its board, and all of its officers, employees and agents, and their agents and assigns, as additional

EXHIBIT E

insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Consultant in its operations.

5. Proof of Insurance for Renewal or Extension Required

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

6. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Consultant shall provide proof to the Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverage shall be filed with the Department prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for the Department, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

7. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Consultant shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended

EXHIBIT E

three (3) years discovery period has been purchased on the expiring policy at least for the agreement under which the work was performed.

8. Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend this Agreement.

9. Periodic Right to Review/Update Insurance Requirements

The Department and Consultant agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Consultant to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. The Department reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

10. Specific Insurance Requirements

See Attachment 1, "Contract Insurance Amount Requirements."

C. Worker's Compensation

By signing this Agreement, Consultant hereby certifies that it is aware of the provisions of Section 3700 et. seq., of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during performance of the work pursuant to this Agreement.

PSC -19 Child Support Policy

The Consultant and any subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any subconsultant(s)' employees. The Consultant and any subconsultant(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Consultant and any subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with

EXHIBIT E

any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Consultant and any subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

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

The Consultant will contractually require all subconsultants performing services under this Agreement to comply with the provisions of this section.

PSC- 20 Service Contract Worker Retention Ordinance and Living Wage Policy

A. General Provisions

This Agreement is subject to the Service Consultant Worker Retention Ordinance (SCWRO), Section 10.36 et. seq., and the Living Wage Ordinance (LWO), Section 10.37 et. seq., of the Los Angeles Administrative Code. The Ordinances require that, unless specific exemptions apply, employers who are awarded service contracts that involve expenditures in excess of \$25,000, and have a duration of at least three months; and any persons who receive City financial assistance of one million dollars or more in any 12-month period, shall comply with the following provisions of the ordinances:

- (a) Retention for a ninety (90) calendar day transition period, the employees who were employed for the preceding twelve (12) months or more by the terminated Consultant or subconsultant, if any, as provided for in the SCWRO;
- (b) Payment of a minimum initial wage rate to employees as defined in the current LWO, Employee Information Form OCC/LW-6 and /or Subcontractor's Declaration of Compliance Form OCC/LW-5..

B. Termination Provisions

Under the provisions of Section 10.36.3(c) and Section 10.37.5 of the Los Angeles Administrative Code, the Department shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available, if the Department

EXHIBIT E

determines that the subject Consultant or financial assistance recipient violated the provisions of the referenced Code Section.

C. Invoice Provisions

All invoices related to SCWRO and LWO Contracts shall contain the following statement:

“The Consultant fully complies with Section 10.36 et. seq. and Section 10.37 et. seq., of SCWRO and LWO, respectively, of the Los Angeles Administrative Code.”

PSC-21 American with Disabilities Act

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

PSC -22 Standard Provisions for Department of Water and Power Professional Service Contracts – Retention of Records, Audit, and Reports (revised October 16, 2007)

Consultant shall maintain, and shall cause Consultant's subconsultants and suppliers as applicable to maintain all records pertaining to the management of this Agreement and, related subcontracts, and performance of services pursuant to this Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement. If the Consultant, the Consultant's subconsultants and/or suppliers are required to submit cost or pricing data in connection with this Agreement, the Consultant must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by Department personnel or by the Department's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by the Department hereunder or the expiration date of this Agreement, whichever is later.

EXHIBIT E

The Consultant shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the Consultant's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the Consultant on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Consultant shall not, however, be required to furnish the Authorized Auditors with commonly available software.

Consultant, and the Consultant's subconsultants and suppliers, as applicable to the services provided under this Agreement, shall be subject at any time with fourteen (14) calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Consultants that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, the Consultant will be provided fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to the Department prior to the examination's or audit's finalization and public release.

If the Authorized Auditor's examination or audit indicates the Consultant has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the Consultant to the Department within fifteen (15) calendar days of notice to the Consultant of the identified overpayment.

The Consultant shall contractually require all subconsultants performing services under this Agreement to comply with the provisions of this section by inserting this provision PSC- 22 in each subconsultant contract and by contractually requiring each subconsultant to insert this provision PSC-22 in any of its subconsultant contracts related to services under this Agreement. In addition, Consultant and subconsultants shall also include the following language in each subconsultant contract:

"The Department of Water and Power is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of the Department of Water and Power. The designation of the Department of Water and Power as a third party beneficiary of the audit provision shall not confer any rights or privileges on the Consultant, subconsultant or any other person/entity."

EXHIBIT E

The provisions of this section shall survive expiration or termination of this Agreement.

PSC- 23 Discount Terms

Consultant agrees to offer the Department any discount terms that are offered to its best customers for the goods and services at the same level and volume to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24 Consultant Responsibility

By signing this Agreement the Consultant pledges, under penalty of perjury, to comply with all applicable federal, state, and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which effect employees. The Consultant further agrees to provide written notice to the Department within thirty (30) calendar days after being notified or acquiring knowledge of the following: 1) that any government agency has initiated an investigation which may result in a finding that the Consultant, or any of its subconsultants of any tier, is not in compliance with any applicable federal, state, and local laws in the performance of this Agreement; 2) all findings by a government agency or court of competent jurisdiction that the Consultant, or any of its subconsultants of any tier, has violated any applicable federal, state, and local laws.

Further, by signing this Agreement the Consultant pledges, under penalty of perjury, that the Consultant has not been found by a court of competent jurisdiction to have violated the California or Federal False Claims Act with an act of moral turpitude or committed a crime involving moral turpitude. The Consultant further agrees to notify the Department within thirty (30) calendar days of any adverse finding by a court of competent jurisdiction related to the Consultant's violation of the California or Federal False Claims Act with an act of moral turpitude or committed a crime involving moral turpitude.

The Consultant shall contractually obligate all Consultant subconsultants to comply with all applicable federal, state, and local laws in the performance of this Agreement and report any governmental agency investigations or violations of such applicable federal, state, and local laws or violations of the California or Federal False Claims Act to the Department, consistent with the provisions of this Section.

PSC-25 Warranty and Responsibility of Consultant

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

PSC-26 Minority, Women, and Other Business Enterprise Outreach

EXHIBIT E

Consultant agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in this Agreement, if any. Consultant shall not change any of these designated subconsultants, nor shall Consultant reduce their level of effort, without prior written approval of the Department, provided such approval shall not be unreasonably withheld.

PSC-27 Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by Consultant or Consultant's subcontracts under this Agreement shall be and remain the property of the Department for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC -28 Department of Water and Power's Recycling Policy

The Consultant shall submit all written documents on paper with a minimum of thirty (30) percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to the Department.

PSC 29 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

PSC 30 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted to, create any rights in any nonsignatory to this Agreement.

PSC 31 Consultant's Successors and Assigns

All indemnifications and warranties provided by the Consultant pursuant to this Agreement will be assumed by and binding upon the Consultant's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC- 32 Attorney's Fees and Costs

EXHIBIT E

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

[Note: Remember to attached "Attachment 1 - Contract Insurance Amount Requirements" as stated in PSC 18 item #10.]

APPENDIX E

Tax Registration Certificate

ANTOINETTE CHRISTOVALE
DIRECTOR OF FINANCE

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

OFFICE OF FINANCE
CITY HALL
200 NO. SPRING ST., ROOM 101
LOS ANGELES, CA 90012-5701
(USE MAIN ST. ENTRANCE)

(213) 473-5901
FAX (213) 978-1548
WWW.CITYOFLA.ORG/FINANCE

IMPORTANT NOTICE

Dear City of Los Angeles Vendor:

Re: Tax Registration Certificate (TRC) and/or Vendor Registration Number (VRN)

On October 14, 1987, the City of Los Angeles Controller's Office implemented a program designed to ensure that all businesses (hereafter referred to as vendors), which contract to provide goods or services to the City, have fully complied with all business tax requirements. As such, each vendor must provide the Controller's Office with a registration account number issued by the Los Angeles Office of Finance, prior to being paid for any goods or services provided.

The Office of Finance is responsible for the collection of various taxes, fees, and charges as required under the Los Angeles Municipal Code. Section 21.03 L.A.M.C. (Imposition of Tax) requires persons engaged in any business or occupation within the City of Los Angeles to register and pay the required tax due. Businesses, including vendors, owing a business tax are issued a Tax Registration Certificate (TRC). However, in some cases businesses are not required to pay a business tax, depending on the nature and location of that business. In those cases, the vendor is issued a Vendor Registration Number (VRN). In order to be paid under contract with the City, a Tax Registration Certificate Number (TRC) or Vendor Registration Number (VRN) must be provided to the Controller's Office.

In order to obtain the required registration number, please complete and return the enclosed application (Exhibit A), along with the appropriate attachments, based on your business activity. Applications are reviewed by Office of Finance personnel and the appropriate registration number will be issued. An annual business tax is due upon issuance of a Tax Registration Certificate Number (TRC). All Vendor Registration Numbers (VRN) will be reviewed on an annual basis.

Additionally, non-profit organizations may apply for an exempt Tax Registration Certificate. Applications for exemption of the City of Los Angeles business tax are reviewed by the Office of Finance and/or the Los Angeles Police Department, Commission Investigation Division, Charitable Services Unit to determine if an exemption should be granted. The determination is generally completed in approximately thirty (30) days from the date all required documentation is submitted.

If you require non-profit tax exemption information, please contact the Tax Exemption Unit at (213) 978-3050, or if you have questions regarding Vendor Registration, please contact the Special Desk Unit at (213) 473-5901.

Enclosures

(Revised 11/05)

Office of Finance

(Main Office)

City Hall

200 North Spring Street

Room 101

Los Angeles, CA 90012

(213) 978-1521

Hours: 8:00 a.m. – 5:00 p.m.

Monday – Friday

BRANCH OFFICES

TELEPHONE NUMBERS

HOURS

Van Nuys Civic Center
6262 Van Nuys Blvd #110

(818) 374-6850

Monday – Friday
8:00 a.m. – 5:00 p.m.

West Los Angeles
1828 Sawtelle Bl., Room 102

(310) 575-8888

Monday – Friday
8:00 a.m. – 5:00 p.m.

Hollywood
6501 Fountain Ave.

(213) 485-3935

Monday – Friday
8:00 a.m. – 5:00 p.m.

San Pedro
638 S. Beacon St. Room 211

(310) 732-4537

Mon. Wed. Fri.
7:30-Noon/1-4:30 p.m.

Westchester Municipal Building
7166 W. Manchester Ave., Room 9

(213) 473-6750

Tues. & Thurs.
8-Noon/1-4:30 p.m.

Watts Civic Center Building
10221 Compton Ave., Room 202

(213) 473-5109

Tues. & Thurs.
1:00-4:30 p.m.

Figueroa Plaza Bldg. One Stop Ctr.
201 N. Figueroa St., 3rd Floor
(Counter 17)

(213) 482-7032

Mon. Tue. Thu. Fri.
7:30 – 4:30 p.m.
Wed. 9:00 a.m.-4:30 p.m.

**APPLICATION FOR TAX REGISTRATION CERTIFICATE OR
VENDOR REGISTRATION NUMBER**

In order to obtain the required Tax Registration Certificate or a Vendor Registration Number, please complete the following information:

LEGAL NAME OF OWNER: _____
(Individual, Partnership, or Corporation)

BUSINESS NAME: _____
(DBA or Fictitious Name of Business)

BUSINESS ADDRESS: _____
(Do Not Use a P.O. Box) ☐ Residential
☐ Non-residential

MAILING ADDRESS: _____
(If Different from Business Address)

C/O: _____

DESCRIPTION OF BUSINESS: _____

BUSINESS START DATE WITHIN THE CITY OF LOS ANGELES: _____
MONTH DAY YEAR

Please circle the exhibit(s) you are submitting with EXHIBIT A:

B C D E F G H I J K L M

SOCIAL SECURITY NUMBER (SSN), if there
ARE NO business related employees:

FEDERAL EMPLOYER IDENTIFICATION
NUMBER (FEIN), if there ARE related employees:

OR

SSN

FEIN

NOTE: SSN/FEIN is confidential, not part of public record.

Signature: _____ Title: _____

Telephone: () _____ Date: _____

Return this application and the applicable exhibits to the Office of Finance, Special Desk Unit, 200 N. Spring St, Room. 101, Los Angeles, California 90012.

FOR OFFICE USE ONLY

INFORMATION AND VENDOR QUESTIONNAIRE PACKAGE CONTENTS

EXHIBIT A	APPLICATION
EXHIBIT B	SELLING GOODS, WARES, OR MERCHANDISE AT WHOLESALE OR RETAIL
EXHIBIT C	PROFESSIONAL OR OCCUPATIONAL/MISCELLANEOUS SERVICES
EXHIBIT D	CONTRACTOR
EXHIBIT E	LEASING OR RENTING TANGIBLE PERSONAL PROPERTY
EXHIBIT F	LEASING OR RENTING COMMERCIAL PROPERTY
EXHIBIT G	LEASING OR RENTING HOTEL ROOMS, APARTMENTS OR RESIDENTIAL UNITS
EXHIBIT H	TRUCKING OR HAULING
EXHIBIT I	TRANSPORTING PERSONS FOR HIRE
EXHIBIT J	CERTIFICATION OF EXEMPTION – CONSTITUTIONAL/GOVERNMENT EXEMPTIONS
EXHIBIT K	CERTIFICATE OF EXEMPTION – ONE TIME PURCHASE OVER \$200
EXHIBIT L	CONDUCTING, OPERATING, OR PROMOTING ANY ENTERTAINMENT, SHOW OR EXHIBITION
EXHIBIT M	CERTIFICATE OF EXEMPTION – VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

SELLING GOODS, WARES, OR MERCHANDISE AT WHOLESALE OR RETAIL

YES NO

1. Are you engaged in business
- within
- the City of Los Angeles?

(If Yes, Answer #2) (If No, Answer #3)

You are engaged in business within the City of Los Angeles when, through the physical presence of yourself, your employees, your agents, or your equipment, you carry on activities within the City of Los Angeles which are designed to solicit, promote, stimulate, or otherwise encourage the sale of goods, wares, or merchandise seven (7) or more days per calendar year. This includes the delivery of your merchandise within the City of Los Angeles in vehicles owned and operated by you or your employees.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO", but you do have customers within the City of Los Angeles, please indicate below the method or methods by which activities in Question No. 1 are accomplished:

YES NO

a. Advertising _____

b. Telephone orders _____

c. Bid by mail _____

d. Independent Commission Brokers/Sales Representative _____

If method (d) is used, please provide:

Name _____

Address _____

City _____ State _____

Telephone _____

e. Deliveries are made by means other than vehicles operated by you. _____

Signature _____

Title _____

PROFESSIONAL OR OCCUPATIONAL/MISCELLANEOUS SERVICES

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, through physical presence, you carry on any trade, calling, occupation, vocation, profession or other means of livelihood, as an independent contractor, and when the gross receipts are derived from or attributable to activities engaged in within the City of Los Angeles for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20 _____	\$ _____
20 _____	\$ _____
20 _____	\$ _____

3. If your answer to Question No. 1 "NO", but you do have gross receipts derived from activities within the City of Los Angeles, please indicate below the nature of your activity.

Signature _____

Title _____

CONTRACTORYES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, as a contractor or subcontractor, you or your employees undertake any job or project upon land located within the City of Los Angeles including the erection, alteration, improvement, or repair of any type of structure; plumbing, plastering, sheet metal, electrical, cement or tile work; excavating; erection of scaffolding; construction of roads, railroads, pipe lines for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO", but you do have contracts with the City of Los Angeles, please provide the Los Angeles City job site addresses below.

Signature _____

Title _____

LEASING OR RENTING TANGIBLE PERSONAL PROPERTYYES NO

1. Are you engaged in business
- within
- the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, through the physical presence of yourself, your employees, your agents, or your equipment, you carry on activities within the City which are designed to solicit, promote, stimulate or otherwise encourage the leasing or rental of tangible personal property for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO":
- YES
- NO

- a. Is the property installed at a location within the City of Los Angeles? _____
- b. Is there a provision in the lease or rental agreement that use of property is to take place within the City of Los Angeles? _____

Signature _____

Title _____

LEASING OR RENTING COMMERCIAL PROPERTYYES NO

1. Are you engaged in business within the City of Los Angeles?

You are engaged in business within the City of Los Angeles when you rent or let a building, or structure, or any space therein of any kind on land located in the City of Los Angeles to a tenant for purposes other than dwelling for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate?

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20_____	\$ _____
20_____	\$ _____
20_____	\$ _____

3. Please provide the location(s) of the leased property within the City of Los Angeles.

Signature _____

Title _____

LEASING OR RENTING HOTEL ROOMS, APARTMENTS OR RESIDENTIAL UNITSYES NO

1. Are you engaged in business within the City of Los Angeles?

You are engaged in business within the City of Los Angeles when you conduct or operate in the City of Los Angeles a hotel, rooming house, apartment house, house court or bungalow court, any public camp, trailer camp, park or lot where the public may rent camping, trailer or tent space, and renting or letting rooms, apartments or other accommodations for dwelling in any such place for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate?

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If the answer to Questions No. 1 is "Yes" and you do not have a valid City of Los Angeles Tax Registration Certificate, please answer the following:

- a. Do you rent four (4) or more units within the City of Los Angeles?

- c. Does your total gross receipts from the activity exceed \$20,000 per calendar year?

Signature _____

Title _____

TRUCKING OR HAULING

Supporting documentation identified by the Office of Finance may be required.

YES NO

1. Are you engaged in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you, your employees or your agents operate a motor vehicle within the City for hire or compensation seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

3. Do you operate as a for hire motor carrier of property required to pay a fee to the State Under the Household Goods Carriers Uniform Business License Tax Act or the Motor Carriers of Property Uniform Fee Act? _____

If your answer to questions 2 and 3 is "NO", please contact the Office of Finance, Call Center at (213) 978-1521 for instructions on completing the following:

Please provide the following information for all vehicles:

<u>YEAR</u>	<u>UNLADEN WEIGHT</u>	<u>VEHICLE DAYS</u>	<u>NO. OF DAYS OPERATED</u>
20_____	_____	_____	_____
20_____	_____	_____	_____
20_____	_____	_____	_____

Signature _____

Title _____

TRANSPORTING PERSONS FOR HIRE

Supporting documentation identified by the Office of Finance may be required.

YES NO

1. Are you or do you plan to engage in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you, your employees or your agents operate a motor vehicle within the City for transportation of persons for hire or compensation seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

If yes, please provide your Tax Registration Certificate account number: _____

3. Do you operate a charter party limousine(s) and have a business address outside the City of Los Angeles where all your vehicles are limousine(s) or luxury sedan(s) only, with a seating capacity of no more than 9 including the driver? _____

4. Do you have a franchise granted by the City Department of Transportation? _____

5. Do you operate your vehicle exclusively in Interstate Commerce? _____

6. Do you operate a vehicle(s) that meets all of the following: (1) Operated exclusively between fixed termini or over regular routes in passenger stage operations.
(2) Operated as indicated in (1) under certificate issued by the Public Utilities Commission, AND (3) Operation has been issued a certificate of public convenience and necessity by the Interstate Commerce Commission. _____

If your answer to questions 2, 3, 4, 5 or 6 is "NO", please contact the Office of Finance, Tax Exemption Unit at (213) 978-3057 for instructions on completing the following information for all vehicles:

<u>YEAR</u>	<u>SEATING CAPACITY</u> <u>(including driver)</u>	<u>VEHICLE DAYS</u>	<u>NO. OF DAYS</u> <u>OPERATED</u>
20_____	_____	_____	_____
20_____	_____	_____	_____
20_____	_____	_____	_____

Additionally, please provide the following information for all vehicles that are operated within the City.

Vehicle Make (e.g. Lincoln, Ford, Chevrolet, etc.)	Model (e.g. Towncar, Excursion, Express, etc.)	Body Style (e.g. Sedan, SUV, Van, etc.)	Seating Capacity (including Driver)

Print Name _____

Date: _____

Signature _____

Title _____

CERTIFICATION OF EXEMPTION
CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

The following entities are exempted from paying Business Taxes by the Constitution of the United States, the Constitution of the State of California or the Los Angeles Municipal Code:

1. Banks
2. Insurers – Insurance related activities which “In Lieu” taxes are paid to the State of California
3. Foreign governments – Agencies exempt from Domestic Taxation by Treaty, International Law or Custom
4. United States Government and Agencies
5. State of California
6. University of California
7. California State Universities and Colleges
8. Community Redevelopment Agency of the City of Los Angeles
9. Housing Authority of the City of Los Angeles
10. County of Los Angeles
11. Los Angeles Convention and Exhibition Center
12. Los Angeles Memorial Coliseum Commission
13. Districts and Political Subdivisions under the Laws of the State of California (such as):
 - a. Los Angeles Unified School District
 - b. Los Angeles Community College District
 - c. Los Angeles County Flood Control District
 - d. Metropolitan Water District
 - e. Metropolitan Transit Authority
 - f. Mosquito Abatement Districts
 - g. Wilmington Cemetery District
 - h. Sanitation Districts

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge I/we are one of the entities described above and is/are exempted from paying the City of Los Angeles Business Tax.

 Name of Agency

 Nature of Business/Type of Agency

 Address

 Printed Name of Authorized Representative or Agent

 Phone Number

 Signature

 Title

PLEASE RETURN THIS FORM TO THE DEPARTMENT TO WHICH YOU ARE PROVIDING SERVICES AND A COPY TO THE OFFICE OF FINANCE, 200 N. SPRING ST., RM. 101, LOS ANGELES, CALIFORNIA 90012, MAIL STOP 170 – ATTN: TAX EXEMPTION UNIT.

CERTIFICATION OF EXEMPTION
FOR
ONE TIME PURCHASE OR SERVICE RENDERED OVER \$200*

The _____ hereby certifies that a one time
(Name of Department/Bureau)

purchase of _____
(Type of Product/or Service)

costing _____ was made from the
(Cost of Purchase)
following business:

(Name of Company)

(Address)

(Company Representative)

(Title)

(Phone Number)

I/we further certify that to the best of our knowledge, the business is NOT LOCATED IN THE CITY OF LOS ANGELES, does not solicit or conduct business in the City for seven (7) or more days during a calendar year, and does not deliver the goods or merchandise in its own vehicles within the City for seven (7) or more days during a calendar year. Based on the information provided, this business would not appear to owe a Business Tax.

(Department/Bureau Representative)

(Title)

(Phone Number)

(Date)

c: Office of Finance
200 N. Spring St., Rm. 101
Los Angeles, CA 90012
Mail Stop 170
Attn: Tax Exemption Unit

CONDUCTING, OPERATING, OR PROMOTING ANY
ENTERTAINMENT, SHOW OR EXHIBITION

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, through physical presence, you conduct, operate or promote any entertainment, show or exhibition, where an admission fee is charged, collected or received, or where no admission fee is charged, collected or received but donations of any kind or character are solicited or accepted seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20 _____	\$ _____
20 _____	\$ _____
20 _____	\$ _____

3. If your answer to Question No. 1 is "NO" and you do not have a valid City of Los Angeles Tax Registration Certificate, but you have conducted, operated, or promoted any entertainment, show or exhibition within the City of Los Angeles, please provide the name, location and dates of the shows/exhibitions below.

NAME OF SHOW/EXHIBITION

LOCATION

DATE

(If additional space is needed, please use a separate sheet)

Signature _____

Title _____

VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

EMPLOYEE STATEMENT:

I _____ certify that I
(Name of employee)
am currently working for

(Name of City Department/Bureau)

and that I am under contract with this department in the capacity of an employee as defined in Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code and therefore not subject to payment of business taxes.

(Signature of employee)

(Date)

EMPLOYER STATEMENT:

I certify that to the best of my understanding and belief, the above-named individual is deemed to be an employee of this City Department, based on Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code, which I have reviewed, and therefore not subject to payment of business taxes.

(Department/Bureau Representative)

(Signature and Title)

(Phone Number)

(Date)

c: Office of Finance
200 N. Spring St., Rm. 101
Los Angeles, CA 90012
Mail Stop 170
Attn: Tax Exemption Unit

APPENDIX F

Taxpayer Identification Number and Certification

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
 2. The United States or any of its agencies or instrumentalities;
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that **may be exempt** from backup withholding include:
6. A corporation;
 7. A foreign central bank of issue;
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on **Form 1099-MISC** are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete **Form W-9** but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate **Form W-8**.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



APPENDIX G

Job Opportunities and Training Policy

Job Opportunities and Training Program

The Los Angeles Department of Water and Power (LADWP) strives to promote an interest in employment in the utility industry, improve the quality of the available workforce, and facilitate job opportunities for students, and at-risk and unemployed workers. As part of this effort, the LADWP encourages the private sector to work collaboratively with educational institutions and community groups to foster an environment of economic and personal growth and development.

The LADWP challenges consultants/contractors doing business with the LADWP to facilitate job opportunities for higher education and high school students, and at-risk and unemployed workers of all ages through active participation in Federal/State funded programs, local high schools (e.g., Los Angeles Unified School District), community colleges, and special employment/training activities sponsored by the City's WorkSource Centers.

Consultant /contractor efforts with respect to creating job opportunities for higher education and high school students, and at-risk and unemployed workers will be considered by LADWP in its Proposal review and selection process. Proposers are encouraged to request assistance from high schools, community colleges, universities, Work Source Centers, and other community resources in the recruitment and placement of trainees/interns.

Proposals should include the following information:

- A. Identification of selected aspects within the scope of the project, wherein the consultant/contractor foresees training and employment opportunities for higher education and high school students, and at-risk or unemployed workers. Proposers, when economically feasible, should divide the total project requirements into smaller components to permit maximum participation by students, and at-risk or unemployed workers. The Department has a goal of contractor's/consultant's devoting at least three percent (3%) of the total direct labor costs to job development and training activities.
- B. Description of existing contractor/consultant programs that are designed to recruit and employ trainees/interns, and/or documentation of outreach efforts to high schools, community colleges, universities, Work Source Centers, and other community resources specific to identifying trainees/interns for this project.
- C. Documentation of internal and external barriers to recruiting and employing trainees/interns to work on this project.
- D. Percent of the total professional service costs associated with this project, as set forth in the contractor/consultant cost schedule, that the above referenced employment opportunities identified in Item A (above) represents.
- E. Information with respect to trainee/internship opportunities that exists within your firm as a whole. Existing program plans or other documentation may be utilized by contractor/consultant. Items to consider for inclusion in the documentation include:

- Actions by contractor/consultant that strive to improve the quality of the available workforce, and facilitate job opportunities for students, and at-risk and unemployed workers, to achieve/maintain the participation level proposed in Item D (above), and/or to improve trainee/internship opportunities with your firm in general.
- Formal program activities undertaken/planned in collaboration with public schools to train and facilitate career readiness for students seeking entry-level employment opportunities in labor markets.
- A statement of the purpose and objectives of training activities, setting forth the expected level(s) of skill and competency at the conclusion of training; methods employed to evaluate the success of the contractor/consultant training activities, and identification of employment and placement opportunities for successful program participants.
- Methods of recruiting participants for training/internship program activities to ensure inclusion within the community that LADWP serves.
- Methods to be used to monitor the progress of trainees/interns and their work and time spent on the project.

Proposer commitments to provide training and job opportunities for higher education and high school students, and at-risk and unemployed workers associated with this project will be considered by LADWP in the evaluation of your proposal, with 10 points allocated to this item.

APPENDIX H

Outreach Program Documentation

Department's Outreach Program Documentation

Instructions: in accordance with Outreach Program of this RFP all proposer(s) shall furnish all requested information and include it with any proposal in response to this RFP.

A. Each principal firm, and/or joint venture partner, involved in the proposal shall furnish the following information:

1. Name of principal firm:
2. Indicate whether the firm is a :
Certified Women's Business Enterprise,
Certified Minority Business Enterprise, or
Other Business Enterprise.
3. Name all other principal and/or joint venture partners
4. Indicate whether other principal and/or joint venture partners are a:
Certified Women's Business Enterprise,
Certified Minority Business Enterprise, or
Other Business Enterprise

B. Each proposal shall include a List of Proposed Subcontractors indicating which, if any, of the subcontractors are Certified Women's Business Enterprises by use of the letters "WBE", or Certified Minority Business Enterprises by use of the letters "MBE", in the Status column of the list which shall be of the format that follows:

Proposed Subcontractors

<u>Firm Name, Address, and Telephone</u>	<u>Status</u>	<u>Description of Work to be Performed</u>	<u>Estimated Dollar Amount of Work to be Performed</u>
--	---------------	--	--

Note: Provide a copy of W/MBE certification from the certifying agency with the proposal.

C. Each proposal shall furnish a detailed statement of the good faith efforts to meet the Department's Outreach Program:

1. Participation achieved: _____ % WBE _____ % MBE
2. Attended Bidder's Conference _____ Yes _____ No
3. List of selected portions of the project to be performed by subcontractors
4. State the publication(s) and the dates of the advertisement(s) placed for bids from interested business enterprises. Attach copy(ies).
5. List the business enterprises that were sent written notices of intent to bid. Attach copy(ies).
6. Document the efforts to follow up initial solicitations

7. List the interested enterprises that were provided information about the proposal plans, specifications, and requirements.
8. List the organizations contacted that provided assistance in the recruitment and placement of WBEs, MBEs, and other business enterprises.
9. List the WBEs, the MBEs, and the other business enterprises that negotiations were conducted with.
10. Document the efforts to advise and to assist interested WBEs, MBEs, and other business enterprises in obtaining bonds, lines of credit, or required insurance.

APPENDIX I

Insurance Requirements

CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER
For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: _____ State Legislative Consultant Services
Reference/Agreement: _____ RFP at 8/08
Term of Agreement: _____
Contract Administrator and Phone: _____ Lisa Tashiro
Buyer and Phone Number: _____ TBD

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

PER OCCURRENCE LIMITS

- (x) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$100,000.00)
 (x) Broad Form All States Endorsement () US L&H (Longshore and Harbor Workers)
 () Jones Act (Maritime Employment) () Outer Continental Shelf
 () Waiver of Subrogation () Black Lung (Coal Mine Health and Safety)
 () Other: _____ () Other: _____ (\$300,000.00)
- (x) AUTOMOBILE LIABILITY: () Any Auto
 (x) Owned Autos (x) Non-Owned Auto
 (x) Hired Autos (x) Additional Insured
 () Contractual Liability () Trucker's Form
 () MCS-90 (US DOT) () Other: _____
 () Waiver of Subrogation
- (x) GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$1,000,000.00)
 (x) Broad Form Property Damage (x) Contractual Liability (x) Personal Injury
 (x) Premises and Operations (x) Products/Completed Ops. (x) Independent Contractors
 () Fire Legal Liability () Garagekeepers Legal Liab. () Child Abuse/Molestation
 () Corporal Punishment () Collapse/Underground () Explosion Hazard
 () Watercraft Liability () Pollution (x) Addition Insured Status
 () Waiver of Subrogation () Airport Premises () Hangarkeepers Legal Liab.
 () Marine Contractors Liability () Other: _____ () Other: _____
- (x) PROFESSIONAL LIABILITY: (\$1,000,000.00)
 (x) Contractual Liability () Waiver of Subrogation (x) 3 Year Discovery Tail
 () Additional Insured () Vicarious Liability Endt. () Other: _____
- () AIRCRAFT LIABILITY: () Hull Waiver of Subrogation
 () Passenger Per Seat Liability () Contractual Liability () Other: _____
 () Pollution () Additional Insured
- () PROPERTY DAMAGE: () Loss Payable Status (AOIMA) () Agreed Amount
 () Replacement Value () Actual Cash Value () Earthquake: _____
 () All Risk Form () Named Perils Form () Flood: _____
 () Builder's Risk:\$ _____ () Boiler and Machinery () Loss of Rental Income: _____
 () Transportation Floater,\$ _____ () Contractors Equipment\$ _____ () Other: _____
 () Scheduled Locations/Propt. () Other: _____
- () WATERCRAFT: () Additional Insured
 () Protection and Indemnity () Pollution () Other: _____
 () Waiver of Subrogation () Other: _____
- () POLLUTION: () Additional Insured
 () Incipient/Long Term () Sudden and Accidental () Other: _____
 () Waiver of Subrogation () Contractor's Pollution
- () CRIME: () Joint Loss Payable Status () Additional Insured
 () Fidelity Bond () Financial Institution Bond () Loss of Monies/Securities
 () Employee Dishonesty () In Transit Coverage () Wire Transfer Fraud
 () Computer Fraud () Commercial Crime () Forgery/Alteration of Docs.
 () Other: _____ () Other: _____
- () ASBESTOS LIABILITY: () Additional Insured

Page 2. CONTRACT INSURANCE REQUIREMENTS (continued)

PER OCCURRENCE LIMITS		
() _____ (type of coverage)		(\$ _____)
() _____	() _____	() _____
() _____	() _____	() _____
() _____	() _____	() _____
() _____ (type of coverage)		(\$ _____)
() _____	() _____	() _____
() _____	() _____	() _____
() _____	() _____	() _____
() _____ (type of coverage)		(\$ _____)
() _____	() _____	() _____
() _____	() _____	() _____
() _____	() _____	() _____