



Los Angeles World Airports

REQUEST FOR PROPOSALS FOR FINANCIAL ADVISORY SERVICES

Release Date:	<u>February 12, 2007</u>
Pre-Proposal Meeting:	<u>February 21, 2007</u>
Submission Date:	<u>March 28, 2007</u>

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RFP SECTION

I. PROPOSAL SUMMARY

The City of Los Angeles, Department of Airports also known as Los Angeles World Airports ("LAWA" or the "Department") is issuing this Request for Proposal ("RFP") for qualified Financial Advisory firms ("Proposer") to provide financial advisory services at its four airports that are located in Los Angeles, Ontario, Van Nuys and Palmdale. LAWA is interested in firms with superior general airport financial advisory capabilities and strong airport debt financing experience in a City Department environment. Firms may propose as teams or separately.

The duties to be performed are delineated in the Scope of Work of this RFP and include, but are not limited to, debt issuance and management, capital funding plan formulation, airport financing advisory services, general financial advisory services and related special projects.

LAWA may make modifications to the scope of work during negotiations depending upon initiatives undertaken by the Airport at that time.

The successful Proposers shall enter into three year contract terms that will be administered by LAWA's Financial Planning Division with either party having the right to cancel the contract by providing the other with 30 days written notice.

The Department plans on awarding up to two contracts from this RFP to two separate consulting firms with all services and expenses not to exceed \$4 million.

The Contract Administrator ("CA") will be Ryan Yakubik. The consultant shall address all questions regarding the RFP to the Contract Administrator only. Failure to comply with this requirement, other than specifically permitted in the RFP, may disqualify a consultant from further consideration.

It is the intent of LAWA to award contracts, in a form approved by LAWA's City Attorney, to the selected Proposers. The RFP and the consultants' proposal or any part thereof may be incorporated into or made a part of the contract.

For purposes of consistency and clarification in this RFP, the words "Proposer" and "Consultant" shall be considered the same and shall be interchangeable within the RFP document.

II. MINIMUM QUALIFICATIONS OF PROPOSER

All Proposers and all sub-Consultants to the Proposer must clearly demonstrate and document in the proposal the following minimum qualifications. Proposals not meeting the minimum qualifications will not be reviewed and considered.

- At least 3 years municipal finance experience, including debt structuring
- Experience in developing and evaluating capital finance models
- Experience in debt management policies and practices

- Experience in working with airports in compensatory and residual rate environments
- Knowledge of alternative financing options, including conduit and third party financings
- Rating agency presentation experience

Failure to follow instructions as described herein may render your proposal to be non-responsive and your proposal may be removed from review and consideration.

III. BACKGROUND INFORMATION

LAWA is an independent, financially self-sufficient department of the City of Los Angeles ("City"), which owns, operates, and maintains four airports in Southern California. These airports that are operated by LAWA include the following: Los Angeles International Airport ("LAX"), LA/Ontario International Airport ("ONT"), Van Nuys Airport ("VNY"), and LA/Palmdale Regional Airport ("PMD"). The Department is under the management and control of a seven-member Board of Airport Commissioners ("BOAC" or "Board") appointed by the City Mayor and approved by the City Council.

LAX is the world's fifth busiest passenger airport and ranks sixth in air cargo tonnage handled. In 2004, approximately 60.7 million passengers flew in and out of LAX and more than 1.9 million tons of cargo moved through the LAX airport. LAX handled approximately 70 percent of the passengers, 75 percent of the air cargo and 95 percent of the international passengers in the five-county Southern California region.

LAX occupies approximately 3,425 acres within the City of Los Angeles. The central complex area includes nine passenger terminals that are connected by a two-level roadway. There are 10,000 parking spaces in the central terminal area and an additional 12,000 parking spaces in the long term parking areas. The airport has four parallel runways that run east/west. Approximately 80 passenger carriers and 20 cargo carriers serve LAX. It is estimated that LAX contributes more than \$60 billion to the Southern California economy each year.

ONT is a medium-hub, full service airport with commercial jet service to major U.S. cities as well as international locations. ONT is located approximately 35 miles east of downtown Los Angeles and the service area encompasses approximately 6 million people in Los Angeles, San Bernardino and Riverside Counties.

ONT has over 225 daily flights and more than 7 million passengers use the airport on an annual basis. In 1998, two new terminals at ONT were opened that have the capacity to accommodate 5 million passengers each on an annual basis.

VNY is located in the San Fernando Valley and is ranked as the busiest general aviation airport in the world. VNY averages approximately 500,000 take-offs and landings each year. VNY provides a place in the region for general aviation which includes all flights other than scheduled air carrier service or military flights. Approximately 800 aircraft are based at VNY including 128 jets.

PMD is located in the City of Palmdale and is approximately 75 miles north of downtown Los Angeles. PMD is located on the United States Air Force Plant 42 and is operated by LAWA through a Joint-Use Agreement with the U.S. Air Force. LAWA is working with the City of Palmdale, the Antelope Valley business community and the U.S. Air Force to develop further PMD's potential.

IV. SCOPE OF WORK

Although not limited to the tasks listed below, the Consultants selected must be prepared to perform for LAWA:

- Debt Issuance
 - Opine and provide assistance in following policies on capital financing, conduit financing and debt instruments, including fixed rate, variable rate and non-traditional interest rate mitigation products
 - Coordinate meetings and presentations
 - Provide assessments of relevant bond market trends, develop timetables and work schedules for the successful marketing and issuance of bonds
 - Analyze costs, financial impacts and risks of deal structures
 - Help structure debt to optimize LAWA's capital position and financial condition
 - Assist LAWA bond counsel in all aspects of bond issuance, including review of bids for compliance with Notice of Sale and verifying calculations of net interest
 - Assist in preparation of Board of Airport Commissioners' resolutions and staff reports
 - Coordinate preparation of Preliminary Official Statements and final Official Statements
 - Assist in preparation of Notice of Sale and Proposal for Bids
 - Coordinate and contract with verification agents, printers, escrow agents and other necessary service providers
 - Advise on escrow structures
 - Review and advise on the investment of bond proceeds for debt service reserve funds and funds held in escrow
 - Structure and implement informational advertising programs designed to inform prospective brokers, dealers, and investors of the merits of the securities
 - Coordinate submission of information and presentations on new issues to bond rating agencies and credit enhancers
 - Coordinate all bond sale closing procedures
 - Provide follow-up analysis of the final terms of the bond sale, including reviews of the marketing and sale of any debt prior to, during and after the pricing of the bonds
 - Perform such other tasks and assume such other responsibilities as are required and requested by LAWA which are consistent with the issuance and analysis of debt
- Debt Related Functions

- Advise and assist LAWA staff in developing strategies for communicating with investors and bond rating agencies
- Assist in periodic reviews and possible replacement of re-marketing agents and commercial paper dealers for LAWA's variable-rate debt instruments
- Assist in the selection of underwriters for inclusion in LAWA's underwriting pools
- Capital Funding Plan Formulation
 - Assist in the development of an ongoing capital funding plan incorporating LAWA's anticipated capital projects and their associated costs
 - Advise on the creation and maintenance of internal models for projecting revenues, expenses and capital expenditures
 - Advise staff on specific funding options for future capital projects
 - Assist in the quarterly review of LAWA's funding plan and provide suggestions for more efficient allocations of resources
 - Assist in defining internal benchmarks for maintaining efficient financial management of LAWA operations
- General Financial Advisory Services and Special Projects
 - Participate in reviews of LAWA financial operations, including accounting operations, financial reporting, operating and capital budgets and financial systems
 - Assist in the management of financial policies and procedures consistent with airport industry best practices
 - Review effects of lease structures on LAWA finances and future capital projects
 - Perform such other tasks and assume such other responsibilities as are required and requested by LAWA which are consistent with maintaining financial standards consistent with similar airports

V. PAYMENT FOR SERVICES RENDERED

Consultant shall submit on a monthly basis a request for payment for its services and expenses completed during the billing period. Consultant shall attach to each billing a status report specifying in detail expenses incurred, which tasks have been worked on, labor hours completed by personnel, the total monthly fees and expenses incurred, and the cumulative total of all fees and expenses incurred.

VI. CONTRACTING WITH LAWA

It is the intent of LAWA to negotiate a contract agreement with two qualified financial advisory firms for the services outlined in this RFP. No contract or portion thereof may be assigned without consent of the Board. The Consultant shall not permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original SubConsultant(s) listed on the original proposal without the prior written consent of the Executive Director or its duly authorized officer.

The contract for financial advisory services shall be awarded by the Board of Airport Commissioners to the Proposers who best meet the requirements specified in this RFP. Degree of responsiveness to the RFP and qualifications to complete the work specified in the Scope of Work successfully will be determined by LAWA from the information furnished by the Proposers in their proposal, the interview committee session and any other sources determined to be valid by the Board. An award will not be made until after such investigations deemed to be necessary are completed regarding the demonstrated experience and responsibility of the Proposer. Each Proposer consents to such investigation by submitting its Proposal.

VII. RIGHT OF REJECTION

LAWA reserves the right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP (including reducing or modifying the scope of work), to extend the submission date of proposals, to proceed to do the work otherwise, to withdraw this RFP, as well as not to award the agreement, or not to award a portion of the agreement at any time. Revisions to this RFP, if any, will be sent in writing to all Proposers attending the pre-proposal conference.

The receipt of proposals shall NOT in any way, obligate the Board, LAWA, or the City to enter into a consultant agreement, lease or any other contract of any kind with any Proposer. All submitted copies of the proposals shall become the property of the City of Los Angeles.

VIII. PROTEST PROCEDURES

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement, which must be exhausted by the protesting Proposer prior to pursuing any legal remedy which may be available. For this reason, a Proposer shall have the right to due process, should the City, within its sole discretion, fail to follow these procedures for any reason. However, a failure by a Proposer to follow the protest procedures as discussed herein will create the irrefutable presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the BOAC to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

- A protest relative to a particular proposal must be submitted in detail and in writing and filed before 5:00 P.M. of the fifth business day after the issuance of notification of an intent to award the contract. The protest shall contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof.
- Advance, officially signed and dated copies of protests will be accepted if sent via fax within the protest period and provided that approval is received prior to sending the fax. You may request approval from the Secretary of the Board of Airport Commissioners at (310) 646-6263 and protests can be sent via fax at (310) 646-1897.

- The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Protests against a prime Consultant by a subConsultant who has direct financial interest and who may be adversely affected by the determination of the protest may be considered by the BOAC beyond the protest period.
- All protests must be addressed to:

Office of the City Attorney
P. O. Box 92216
Los Angeles, CA 90009-2216

With a copy addressed to:
Los Angeles World Airports
Financial Planning Division
Attn.: Ryan Yakubik
P.O. Box 92216
Los Angeles, CA 90009-2216

The BOAC will only consider protests against any Proposer(s) who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

Protests meeting the above criteria will be reviewed and will be submitted to the Board. Protesting parties will be notified of the date and time that the protest will be discussed in a public session of the Board. Protesting parties will be given the opportunity to present their arguments at the public session.

IX. EXPENSE, OWNERSHIP AND DISPOSITIONS

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

All proposals will be considered public documents. In accordance with the Public Records Act, they will be subject to review and inspection by the public at the City's discretion. **Organizations must identify all copyrighted material that they claim are exempt from disclosure under the Public Records Act (California Government Code Sections 6250 et seq.).** In the event such an exemption is claimed, the organization shall be requested to state in the proposals that he or she will defend any action brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request thereof.

X. CITY HELD HARMLESS

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

XI. ATTORNEYS FEES

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

XII. GENERAL RFP CONDITIONS

- A. All costs of preparation shall be borne by the organizations submitting the proposals. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the organization in the preparation and/or submission of the proposals. The proposals shall not include any such expenses as part of its proposed budget.
- B. The proposals shall include the organization's best terms and conditions. Submission of proposals shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of 120 days from the submission deadline.
- C. Unnecessarily elaborate or lengthy proposals or other presentations beyond those needed to give a sufficient, clear response to all the RFP requirements are not desired.
- D. The proposals must set forth accurate and complete information as required in this RFP. Proposals with unclear, incomplete, and/or inaccurate documentation may not be accepted and reviewed.
- E. The City reserves the right to withdraw this RFP at any time without prior notice. The City makes no representation that a contract will be awarded to any Proposer responding to this RFP.

- F. Proposals shall be reviewed and rated by the City as submitted. No changes or additions may be made by the Proposer after the submission deadline.
- G. The City reserves the right to verify the information in the proposals. If the information cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points awarded.
- H. If an organization knowingly and willfully submits false information or other data, the City reserves the right to reject the proposal. If it is determined that a contract was awarded as a result of false information or other such data submitted in response to this RFP, the City reserves the right to terminate the contract.
- I. An organization may not be recommended for funding, regardless of the merits of the proposals submitted, if it has a history of contract non-compliance with the City or any other funding source, poor past or current contract performance with the City or any other funding source.
- J. As part of the offer/counteroffer negotiation process, the City reserves the right to award all or portions of an organization's program and/or require that one organization collaborate with another for the provision of specific services, either prior to execution of a contract or at any point during the life of the contract.
- K. All organizations submitting proposals shall be required to comply with Disadvantaged/Minority Business Enterprise and Women Business Enterprise provisions as set forth in this document.
- L. The City reserves the right to request additional information or documentation and verify all or part of references provided by Proposers.

XIII: QUESTIONS AND PRE-PROPOSAL MEETING:

Proposers are STRONGLY encouraged to attend the pre-proposal meeting.

Date: February 21, 2007 (Wednesday)
Time: 10:00 am - Noon
Location: One World Way
Board Briefing Room (Room 116)
Los Angeles, CA 90045

Proposal Deadline: March 28, 2007 (Wednesday) @4:00 P.M.

Any questions regarding the proposal requirements and any additional proposal criteria, instructions, or corrections, if any, will be discussed at this meeting. Should the City amend the requirements set forth herein, a written Addendum shall be issued reflecting any changes and such Addendum will be provided to each Proposer on the day of the pre-proposal meeting.

For further information regarding this proposal, please contact Ryan Yakubik at (310) 417-2931, or e-mail at ryakubik@lawa.org.

PART I – PROPOSAL REQUIREMENTS

I. CONTENTS OF THE PROPOSAL

If your firm meets the required minimum qualifications as set forth in Section II of this RFP and would like to be considered, you must submit a formal responsive proposal by the required date. The contents of the proposal shall be complete in description and concise in volume. Supplementary visual aids, videotapes, computerized information, and other extraneous materials will not be accepted. Once submitted, proposals, including the composition of the consulting team, cannot be altered without prior written consent of LAWA.

The proposal shall be in the form of a written report and shall be bound and prepared on 8 ½ x 11 sheets (one-sided). **One (1) original and five (5) copies of the proposal shall be submitted.** Any reproductions of photos, drawings, and/or diagrams included in the proposal copies shall be the same as in the original.

The text for the entire proposal, including cover letter, table of contents and proposal sections I – VI (see below) must contain no more than twenty five (25) one-sided pages of minimum 10-point type lettering, excluding exhibits.

The proposal shall, at a minimum, include the following sections:

A. Cover Letter

Each Proposer shall submit with their proposal a cover letter identifying the Proposer and the proposal package being submitted. Proposers may include other important general information, which is deemed significant enough to be highlighted. An authorized representative of the Proposer must sign the cover letter. The Proposer's representative shall identify his/her name, title, office location, telephone number, fax number, and e-mail address.

B. Table of Contents

Each Proposer must include a Table of Contents identifying the page numbers for the following sections in the Proposal:

PART I – PROPOSAL REQUIREMENTS

Proposal Section I	Executive Summary
Proposal Section II	Experience of the Proposer as a Firm
Proposal Section III	Professional Qualifications & Experience
Proposal Section IV	Previous Projects
Proposal Section V	Responses to Questions
Proposal Section VI	Proposed Rate Schedule

C. Proposal Description

Proposal Section I: EXECUTIVE SUMMARY

Proposers shall submit with their proposal an Executive Summary that summarizes the important features, qualifications, and expected accomplishments of the Proposal. The Executive Summary must also include a brief statement of how the Proposer meets the minimum qualifications criteria set forth in Section II of the RFP.

Proposal Section II: EXPERIENCE OF THE PROPOSER AS A FIRM

Proposers shall provide an overview on the experience of the firm in completing work as defined in the Scope of Work in this RFP. The Proposer should provide information such as how long the company has been in business, similar work done at other airports, location of their headquarters and satellite offices, and other information that the Proposer deems relevant to this section.

Proposal Section III: PROFESSIONAL QUALIFICATIONS & EXPERIENCE

A. Organizational Chart:

Provide an organizational chart for the Proposer and all subConsultants that show the names and titles of all individuals in the firm(s).

B. Staff Qualifications/Experience:

Provide the name and qualifications of the staff knowledgeable in the areas identified in the Scope of Work that will be assigned to work on this contract. This should include their level of responsibility within the organization and their relative work experience (in years). For each person listed, include the description of the work that the employee will perform on this contract.

For each staff member that will work on this contract, provide a list of previous projects that person worked on as it relates to this RFP. Describe each project in detail (staff member's duties and responsibilities), including when the project was completed and where it was located, the name of the company and contact person, including his/her current telephone number. This should be done for a minimum of three projects.

Provide a resume for each person that will be working on this contract. The resume shall focus on the qualifications and experience of the individual to accomplish the work as identified in the Scope of Work. The resume must include degrees obtained and other academic training and certificates; the number of years of experience, title or function while gaining the experience; project details; and the beginning and ending dates of the projects cited for relevant experience.

New personnel are required to submit a resume stating their qualifications and experience to accomplish such project.

LAWA reserves the right to verify each candidate's experience and education.

Proposal Section IV: PREVIOUS PROJECTS

Proposers should submit a list of three recent projects/contracts with other airports that had duties similar to or the same as those outlined in the Scope of Work of this RFP. For each contract, the Proposer shall provide a comprehensive summary with specific details on the work that was completed for the airport, the amount of the contract, interaction with outside agencies such as the FAA and any other details that would provide insightful information into the Proposer's knowledge and abilities.

The Proposer shall provide the airport's contact person and telephone number for each of these contracts so that LAWA may contact them to obtain feedback regarding the Proposer's performance. This information should be submitted for the prime consultant as well as each proposed subConsultant(s). The following information shall be submitted for each contract:

1. Name of airport with the contract;
2. Dollar amount of contract;
3. Firm's contract amount;
4. Cost structure and fee;
5. Summary of scope of work;
6. Name, address, and telephone number of client's representative responsible for administering the contract;

Proposers must also list all previous contracts with the City of Los Angeles.

LAWA reserves the right to validate this information, including contacting the referenced clients to verify the information and/or to solicit comments.

Proposal Section V: RESPONSES TO QUESTIONS

Your proposal should provide responses to the following questions. Your answers should be concise and provide sufficient information for evaluators to assess your team's approach and experience.

1. Discuss your approach to debt capacity and debt affordability. What variables would you include in computing debt capacity? What would your approach be to setting debt management targets and establishing/updating a debt management policy? How would your model treat third-party/conduit financing? Attach a debt capacity study or debt affordability study that was written by one of the members of your proposal team as an example, if available.
2. Discuss your approach to capital budgeting and financing. Give example(s) where your proposal team has been creative in funding approaches and debt structure.
3. The selected firm(s) will be required to work with LAWA's Master Plan consultants and Rates & Charges consultants. Please describe your experience working with planning and/or airport rates and charges consultants. What is your approach to resolving differences of opinion? What is your consulting style?
4. Describe your airport finance experience in the following areas:

- (a) Revenue bonds
 - (b) PFC-backed bonds
 - (c) Letter-of-intent bonds
 - (d) Grants
 - (e) Analysis of lease revenues and lease structure
5. Describe your relevant transportation finance experience.
6. Describe your relevant California tax-exempt financing experience.
7. The Los Angeles City Charter was amended to allow the use of negotiated sale under certain circumstances. Please discuss your philosophy with regard to negotiated sale. Discuss your experience with underwriter selection and evaluation of underwriter performance.

Proposal Section VI: PROPOSED RATE SCHEDULE

The Proposer must include a rate schedule with their proposal that specifies hourly labor rates for each year of the contract for all assigned personnel that will be working on this contract including subConsultant rates.

The rate schedule must include a list of all personnel that will be working on this contract and their respective hourly rate.

II. EVALUATION AND SELECTION PROCESS

Proposals that meet the minimum qualifications as set forth in this RFP will be evaluated based on the information and requirements presented in the RFP, and their competitive standing to all other proposals submitted.

Proposals, which in LAWA's determination are incomplete or unclear shall be deemed to be non-responsive and will not be reviewed.

An evaluation team, consisting of LAWA and other City staff will review and score all submitted proposals. The areas to be scored were previously identified in **PART I – PROPOSAL REQUIREMENTS**. The written proposals will be rated on a **100-point scale** based on the following areas:

- A. Experience of the Proposer as a Firm - 10 Points
- B. Experience and Qualifications of Personnel – 15 Points
- C. Previous Projects – 15 Points
- D. Contract Fee Schedule – 15 Points
- E. Previous Contracts with LAWA/City of Los Angeles – 10 Points
- F. Responses to Questions – 30 Points
- G. Quality and Responsiveness of the Proposal – 5 Points

After the evaluation of the written submittals, no more than **five** Proposers with the highest scores as based on the 100 point evaluation scale will be asked to provide a presentation/interview to the LAWA evaluation panel. These Proposers will be notified in writing at least 10 days via letter, fax or e-mail prior to the scheduled presentation/interview. All firms will be scored by the panel on a **100-**

point scale based on their overall presentation/interview. The Proposers' score on their proposal submittals will be added to their score on their presentations/interviews to obtain their final score (maximum of 200 points). A recommendation of the Proposers with the two highest overall score (maximum of 200 points) will be made by the evaluation panel to the Board, who will make the final selection, subject to the review of the City Attorney.

The final detailed scope of work, terms, conditions, performance schedules and professional fees for the services will be determined during contract negotiations following the selection process. If an agreement with a selected firm cannot be reached during the time specified for negotiations, another qualified Proposer may be asked to enter into negotiations.

After contract negotiations, the Proposer selected will be required to enter into a contract agreement with LAWA to provide services described in the scope of work. The selected Proposer will be required to honor the terms and conditions contained in the contract agreement upon execution of the contract document. Any such contract shall be subject to award by the Board and approval by the City Attorney as to form. LAWA reserves the right to award a contract based on only a portion of the scope of work outlined herein.

III. SUBMISSION OF PROPOSAL

Written response to the RFP must be prepared as specified herein as to form, content, and sequence. No changes to a proposal may be made after the submittal date without prior consent from the Department.

- Proposals must be RECEIVED by LAWA on or before, but not later than **Proposals submitted after that date and time shall be declared non-responsive and shall be rejected.** You must provide the following number of copies:
 - A. **One (1) original and five (5) copies** of the required information and/or documents as outlined in *Part I (Proposal Requirements)* of this proposal.
- Original proposals and copies shall be enclosed in a single sealed package, with the name and address of the Proposer in the upper left-hand corner. The officer, or officers, authorized to execute legal documents on behalf of the Proposer shall sign the proposal. **The proposals shall be hand carried or courier delivered to:**

Ryan Yakubik
Financial Analyst II
Financial Planning Division
Los Angeles World Airports
1 World Way, Room 204
Los Angeles, CA 90045

IV. QUESTIONS AND ANSWERS CONCERNING PROPOSAL REQUIREMENTS

- As noted under Section XIII, a pre-proposal meeting will be held on Wednesday February 21, 2007 at 10:00 am at the Board Briefing Room located at Admin East, One World Way, Los Angeles, CA. **Proposers are strongly encouraged to attend this meeting.** Any questions regarding the proposal requirements and any additional proposal criteria, instructions, or corrections, if any, will be discussed at this meeting. Should the City amend the requirements set forth herein, a written Addendum shall be issued reflecting any changes and such Addendum will be provided to each Proposer.
- Please contact Ryan Yakubik at (310) 417-2931 or via e-mail at ryakubik@lawa.org with all questions regarding Proposal Requirements.
- It shall be the responsibility of the Proposer to ensure that LAWA has the correct name and address of the Proposer's contact person, phone number, fax number, and e-mail address.

Administrative Requirements

Administrative Requirements

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

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

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

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

2. AFFIRMATIVE ACTION

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

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

Attachments:

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

For further information regarding this requirement please contact:

Bureau of Contract Administration
Office of Contract Compliance, Affirmative Action Section
600 S. Spring St., Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-6480
Fax: (213) 847-5566
Web: <http://www.lacity.org/BCA/home.htm>

3. ASSIGNMENT OF ANTI-TRUST CLAIMS

Pursuant to California Government Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA the Bidder/Proposer offers and agrees to assign to LAWA all rights, title, and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services, or materials. The assignment is made and becomes effective at the time LAWA tenders final payment to the contractor.

Attachment:

- Assignment of Anti-Trust Language

4. BUSINESS TAX REGISTRATION CERTIFICATE

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

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

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

Additional information regarding this requirement may be obtained at:

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

Attachment:

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

5. CHILD SUPPORT OBLIGATIONS

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

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

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

Attachments:

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

6. CONTRACTOR RESPONSIBILITY PROGRAM

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

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

Attachments:

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

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

- Contractor Responsibility Program Frequently Asked Questions

7. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

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

- (1) Request additional time to comply with the EBO (complete Provisional Compliance form)

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

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

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

For additional information regarding the EBO, please contact Procurement Services at (310) 417-6495 or Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.

8. FIRST SOURCE HIRING PROGRAM

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

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

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

Additional information regarding First Source Hiring Program is available at http://www.lawa.org/smallBusinessDocs/LAX_First_Source.pdf or you can contact Procurement Services Division at (310) 417-6495.

9. INSURANCE

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

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

Attachments:

- Insurance Requirement Sheet
- Insurance Language

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

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

10. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

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

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

Attachment:

- Current and Prior City of Los Angeles Contracts

11. LIVING WAGE ORDINANCE

For employees working on agreements that are not covered by the State Prevailing Wage laws, contractors must comply with the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq.

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO). Bidders/Proposers shall refer to the attachment "Living Wage Ordinance" for further information regarding the

requirements of the Ordinance.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the LWO Ordinance by submitting with their proposal the "Living Wage Ordinance Application for Non-Coverage or Exemption" OR "Non-Profit/One Person Contractor Certification of Exemption from Living Wage". The List of Statutory Exemptions and exemption forms are attached.

Attachments:

- Living Wage Ordinance Summary
- Living Wage Statutory Exemptions
- Non-Profit/One-Person Contractor Certification of Exemption from Living Wage
- Living Wage Ordinance Application for Non-Coverage of Exemption

For more information regarding this requirement please contact:

Bureau of Contract Administration
Office of Contract Compliance, EEO Enforcement Section
600 S. Spring St., Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-6480
Fax: (213) 847-5566
Web: <http://www.lacity.org/BCA/home.htm>

12. MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE PROGRAM

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

The anticipated level of participation for this project has been set at 20% M/WBE.

Failure to meet this M/WBE participation level will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, it is incumbent on the Bidder/Proposer to submit appropriate documentation to demonstrate that a "good faith effort" was made to reach out to M/WBEs. **Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.**

Attachments:

- MBE/WBE/OBE Policy Statement

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

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

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

13. VENDOR DISCOUNTS

Pursuant to a motion adopted by the Los Angeles City Council (Council File #99-1128), it is the policy of the City of Los Angeles to include the following language in all RFPs and contracts: "Vendor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under this agreement which meet the discount term."

Attachment:

- Vendor Discount Language

Checklist

Administrative Requirements Checklist

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

2. AFFIRMATIVE ACTION

- ☐ Is the non-discrimination certificate (A-1) completed and signed?
- ☐ Is the non-discrimination certificate enclosed in the Packet?
- ☐ Is the ethnic composition worksheet (A-2) completed?
- ☐ Is the ethnic composition worksheet enclosed in the Packet?
- ☐ Is a copy of the City's Affirmative Action Plan (A-3) signed and enclosed in the Packet?
- ☐ **and**
If the company has an Affirmative Action Plan, is a copy of said plan enclosed in the Packet?

3. CHILD SUPPORT OBLIGATIONS

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

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

4. CONTRACTOR RESPONSIBILITY PROGRAM

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

5. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

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

6. LIVING WAGE RETENTION ORDINANCE

If you are claiming exemption from said Ordinances:

- ☐ Is the "Bidder/Contractor Application for Non-Coverage or Exemption" form completed and signed?
- ☐ Is the Exemption form enclosed in the Packet?

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

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

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

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

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

- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance

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

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

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES }SS.

_____, being first duly

sworn, deposes and says: that he is _____

Of _____
Insert "sole owner", "a partner" "president", "secretary", or other proper title

Insert name of bidders

who submits herewith to the board of Airport Commissioners the attached proposal;

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

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

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

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

Signed: _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____
(Seal of Notary)

Notary Public

WARNING

Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the Notary and the Notarial Seal.

Affirmative Action

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, 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:

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.

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.

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.

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.

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:

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

DATE _____

PRIME SUB BCA Form (7/6/00)

TOTAL COMPOSITION OF WORK FORCE

OCC#

Contractor

Project Title

Length of Contract

Contractor Address

Work Force as of (Date)

(If you have no employees, write "no employee at this time.")

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

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)																							
FOR CONSTRUCTION PROJECTS (L.A. County Only)																							
	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
CRAFT	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
Brick Layers																							
Carpenters																							
Electricians																							
Gunite Workers																							
Iron Worker																							
Laborers																							
Operator																							
Engineers																							
Painters																							
Pipe Trades																							
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

FOR NON-CONSTRUCTION PROJECTS

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

Employment statistics were obtained from:

Available Records

Visual Check

Other (Specify)

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

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

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

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

DATE

OFFICER'S SIGNATURES

FIRM NAME

A-7

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Assignment of Anti-Trust Claims

ASSIGNMENT OF ANTITRUST CLAIMS

Contractor understands and agrees that this Contract is subject to California Government Code Sections 4550 et seq. which provide as follows:

CHAPTER 11. ANTITRUST CLAIMS

4550. As used in this chapter:

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

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

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

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

4553. Reimbursement of assignor where awarding or purchasing body recovers for action assigned.

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

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

4554. Reassignment of action; Conditions

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

Business Tax Registration Certificate

BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM

All persons who do business with or within the City of Los Angeles, must first file with the Office of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 201 N. Main Street, Rm. 101, Los Angeles, 90012, (213) 626-9271.

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

Company Name: _____

Enter your current Business Tax Registration or Vendor Registration Number:

ACCOUNT NUMBER								FUND		CLASS		
						-						

State effective dates here: _____ to _____

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

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

Exemption Number:

						-		
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Explanation:

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

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

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

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

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

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

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

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

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer of Representative

Print Name

Title

Telephone Number

Contractor Responsibility Program

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

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

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

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

A. PROJECT TITLE: _____

B. BIDDER/CONTRACTOR INFORMATION:

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

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

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

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

_____	_____	_____
Print Name, Title	Signature	Date

A. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☐ No

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

B. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

C. PERFORMANCE HISTORY

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

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

D. COMPLIANCE

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

E. BUSINESS INTEGRITY

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

☐ Yes ☐ No

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

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

☐ **Yes** ☐ **No**

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

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

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

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

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Equal Benefits Ordinance

EQUAL BENEFITS ORDINANCE

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

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

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

"During the performance of a Contract with the City of Los Angeles, the CONTRACTOR/CONSULTANT will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

Insurance

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: City of Los Angeles Department of Airports

AGREEMENT/ACTIVITY: RFP - Financial Advisory Services

TERM: Three years

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

LIMITS

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

Statutory

(X) Broad Form All States Endorsement

(X) Voluntary Compensation Endorsement

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

(X) Waiver of Subrogation

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

\$ 1,000,000 CSL

(X) Aviation/Airport Liability

\$ 1,000,000 CSL

OR

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

\$ 1,000,000 CSL

(X) Premises and Operations

(X) Contractual (Blanket/Schedule)

(X) Independent Contractors

(X) Products /Completed Operations

(X) Broad Form Property Damage

(X) Personal Injury

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

(X) Professional Liability

\$1,000,000

** Coverage for Hazardous Substances

Sudden Occurrence

Non-sudden Occurrence

\$ **
\$ **

Comments:

* if exposure exists, coverage is required.

** Must meet Federal and/or State requirements.

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

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

PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE

Insurance

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

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

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

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

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

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

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

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

Insurance Rev. 8/01

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

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

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

City Held Harmless

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

Hazardous and Other Regulated Substances

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

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

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

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

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

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

SPARTA

SPARTA is an insurance program that was developed to accommodate small contractors who need an alternative to high cost general liability insurance. This program should prove very beneficial to local minority, women and disabled veteran owned businesses. This program has been preapproved by the City of Los Angeles and the application process is simple. Coverage is affordable. This program is available to City contractors.

Coverage:

- I. General Liability: Program limits, \$2MM General Aggregate/\$1MM Per Occurrence, limits to \$5MM available, \$500 deductible/claim. Meets all minimum requirements for the City of Los Angeles. Applicable bodily injury and property damage caused by contractor's activities while under contract to the City of Los Angeles.
- II. Non-Owned Auto Liability: Coverage applies only to the City of Los Angeles as limited by the specific work performed under this certificate. No coverage afforded to certificate holder.
- III. Professional Liability: In conjunction with General Liability only. Service contractor Minimum Premium: \$450.00 + SLA taxes + certificate fee. Quoted on a per-project basis.
- IV. Misc. Med. Malpractice: In conjunction with General Liability only

Participants in SPARTA: The City of Los Angeles, Los Angeles World Airports, Port of Los Angeles, Artisan Trade Activities Contractors participating in the City of Los Angeles SPARTA Program.

Type of work covered: Personal services contracts; consultants, tenants, providers of goods, General contractors and their subcontractors (Certain specialty trades are excluded)

Contract Size and Cost: No maximum: all contract sizes considered
Minimum: No contract minimum
General Liability Service Contractor Minimum Premium: \$250.00 + SLA taxes + certificate fee
General Liability Artisan Contractor Minimum Premium: \$450.00 + SLA taxes + certificate fee

Underwritten by Essex Insurance Company, rated AX by A.M. Best Company
Master policy issued annually to cover contracts with the City of Los Angeles; and
It's Departments. Certificate is issued showing contract participation in master program.

Administered by Municipality Insurance Services, Inc.
302 W. Cerritos Ave., Bldg. 7
Anaheim, CA 92805-6550

FOR MORE INFORMATION, CALL THE SPARTA OFFICE AT

1-800-420-0555

Administered by:
Municipality Insurance Services, Inc.
302 W. Cerritos Ave., Bldg. 7, Anaheim, CA 92805-6550
Tele# (714)687-1100 Fax#(714)687-1106 e-mail carol@2sparta.com
License # OCO4849 Web Site www.2sparta.com

List of Other City of Los Angeles Contracts

Current and Prior City of Los Angeles Contracts

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

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

Living Wage Ordinance

Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment/Appendix ____, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The List of Statutory Exemptions, the Application and the Certification are included in the Attachment/Appendix.

**CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)**

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

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

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$415,488 (effective July 1, 2006). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

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

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 supersedes 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/LW-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 NON-PROFIT/ONE-PERSON

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. **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

LWO EXEMPTION APPLICATION

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

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
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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.

FOR OCC USE ONLY		
Approved / Not Approved – Reason:	By OCC Analyst:	Date:

MBE, WBE and OBE Program

Policy Statement

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

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

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

Outreach Requirements

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

Evaluating Good Faith Efforts

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

Subcontractor Listing

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

Utilization Reporting Form

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

Substitutions of MBE/WBE Subcontractors

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

Certification

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

For additional clarification of the Minority and Woman-Owned Business Enterprise Program, please contact the Centralized Certification Administration at (213) 847-6480.

DEPARTMENT OF AIRPORTS

INSTRUCTIONS REGARDING DEMONSTRATION OF GOOD FAITH EFFORT

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

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

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

1. LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION

NO POINTS

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

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

2. ATTENDED PRE-BID MEETING

10 POINTS

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

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

3. SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS

10 POINTS

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

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

4. ADVERTISEMENT

9 POINTS

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

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

Note: The advertisement must be specific to the project, not generic, and may not be a planholder advertisement provided by the publication. It should include the City of Los Angeles project name, name of bidder, areas of work available for subcontracting, and a contact person's name and telephone number, information on the availability of plans and specifications and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.

5. WRITTEN NOTICES TO SUBCONTRACTORS

15 POINTS

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

Required documentation: A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered

envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.

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

CERTIFICATION AGENCIES

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

City of Los Angeles

Bureau of Contract Administration
Office of Contract Compliance
600 S. Spring St., Suite 1300
Los Angeles, CA 90014

(213) 847-6480
(213) 847-5566 FAX

Caltrans

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

(916) 445-3520 directory orders
<http://www.dot.ca.gov/hq/bep/>

Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department
1 Gateway Plaza
Los Angeles, CA 90012

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

6. FOLLOW-UP ON INITIAL SOLICITATION

10 POINTS

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

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

7. PLANS, SPECIFICATIONS AND REQUIREMENTS

5 POINTS

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

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

8. CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS

10 POINTS

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

Required documentation: A copy of each letter sent to outreach agencies requesting assistance

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

RECRUITMENT/PLACEMENT ORGANIZATIONS

Mayor's Office of Economic Development 213 978-0781
Los Angeles Opportunities for Procurement & Services (LA OPS) 213 978-0780 FAX
200 N. Spring Street, M-180
Los Angeles, CA 90012
Attn: Constituent Services Coordinator

Minority Business Opportunity Committee (MBOC) 213 978-0671
City Hall East 213 978-0690 FAX
200 N. Main Street, Room 1250
Los Angeles, CA 90012
Attn: Karen Blackwell, Director

National Center for American Indian Enterprise Development 626 442-3701
11138 Valley Mall, Suite 200 626 442-7115 FAX
El Monte, CA 91731 <http://www.ncaied.org>
Attn: Dan Lucero, Management Consultant

Associated General Contractors of California 323 263-1500
1255 Corporate Center Drive, Suite 100 323 261-8222 FAX
Monterey Park, CA 91754

Latin Business Association (LBA) 213 628-8510
120 S. San Pedro Street, Suite 530 213 628-8509 FAX
Los Angeles, CA 90012 <http://www.lbausa.com>

Black Business Association (BBA) 323 291-9334
3910 West Martin Luther King Jr. Blvd., Suite 206 323 291-9234 FAX
Los Angeles, CA 90008 <http://www.bbala.com>
Attn: Earl "Skip" Cooper

Asian Business Association (ABA) 323 264-2227
1111 Corporate Center Drive, Suite 305B 323 264-8188 FAX
Monterey Park, CA 91754
Attn: Jonathan Hou, President

Engineering Contractors' Association 562 861-0929
8310 Florence Avenue 562 923-6179 FAX
Downey, CA 90240
Attn: Shannon Weston

National Association of Minority Contractors
3931 W. Slauson Ave., Suite 185
Los Angeles, CA 90043

323 296-8005
323 296-8381 FAX

National Association of Women Business Owners (NAWBO)
404 South Figueroa Street, Suite 204
Los Angeles, CA 90071
Attn: Sonya Levy Wayne, Executive Director

800 266-8762
213 622-6659 FAX
<http://www.nawbola.org>

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

323 299-9660
323 299-0618 FAX

Society of Hispanic Professional Engineers
3605 Long Beach Blvd., Suite 235
Long Beach, CA 90807

562 467-5480 / 562 989 4500
562 989-4509 FAX

The Asian American Architects/Engineers Association
8320 Lincoln Blvd # 108
Los Angeles, CA 90045

310 386-0273
310 386-0163 FAX

9. NEGOTIATE IN GOOD FAITH

26 POINTS

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

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

10. BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

5 POINTS

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

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

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

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION REPORT COMPLETION

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

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

Prime Contractor - The bidder or proposer.

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

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

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

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

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

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

Listing of LAWA approved MBE/WBE/DBE/OBE Subcontractors - The complete name, address, phone number (including area code), email and contact person of each MBE/WBE/DBE/OBE subcontractor, vendor or supplier must be provided. Include the subcontractor's State License #. PLEASE NOTE: All MBE/WBE/DBE firms must be certified by one of the following: the City of Los Angeles, Department of Public Works, Office of Contract Compliance, the California Unified Certification Program (CUCP), Los Angeles County Metropolitan Transportation Authority (MTA), or the California Department of Transportation (Caltrans). For information regarding the certification process, please call the Department of Public Works, Bureau of Contract Compliance @ (213) 847-6480.

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

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

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

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

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

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

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

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



Los Angeles World Airports

MBE/WBE/DBE/OBE
SUBCONTRACTOR PARTICIPATION REPORT

Prime Contractor _____ Project Title _____ Bid # _____
Address _____ Bid/Proposal Amount _____
City/State/Zip _____ Profile Information: (Circle One) Group: MBE WBE DBE OBE Gender: Male Female
Contact Name and Phone # _____ (Circle One) Ethnicity: Asian Black Caucasian Hispanic Native American
Forward Invoices: Monthly _____ Quarterly _____ Other _____ (Choose One)
NAICS # _____ (North American Industry Classification System)

Listing of L.A.W.A. approved subcontractors

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

MBE/WBE/DBE/OBE SUBCONTRACTOR PARTICIPATION REPORT

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

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

Participation Level Set by LAWA Participation Levels Proposed by Prime

Signature _____	Date _____
Name (Please Print) _____ Title _____	Phone _____
Total MBE _____ %	\$ _____ %
Total WBE _____ %	\$ _____ %
Total DBE _____ %	\$ _____ %
Total OBE _____ %	\$ _____ %
Grand Total _____ %	
Good Faith Effort reviewed by _____ Date _____	Date sent to Compliance Unit _____
Procurement Services Control Number _____	Contract No. _____ Division _____

Vendor Discounts

Vendor Discount

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