

**RETURN COMPLETE BID IN A SEALED
ENVELOPE to**

**Department of Airports
Purchasing Office**

Attention: Mr Richard Perez
7303 World Way West
Los Angeles, CA, 90045
E-mail address: Rperez@lawa.org
Telephone No. 310-646-7391
Fax No. 310-646-9625

CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS (LAWA)

REQUEST FOR BID No. 108-156

(Show this number on envelope)

This is not an order!

Quotation must be delivered prior to
2:00 PM Thursday, July 16 2009

THE FOLLOWING BID MUST BE SIGNED!

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

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

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

Bidder's name: _____ Sole proprietor ___ Partnership ___ Corporation ___
(Bidder's name must be the same as the name on the invoice!)

by Name(s) and Titles(s): _____

(Sign with ink or indelible pen)

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ - _____ - _____ Fax No: _____ - _____ - _____

E-mail Address: _____

Cash Terms: _____ % _____ days (minimum 25 days for net bid award consideration)

If known, bidder may list here / ____ / ____ / ____ / ____ / ____ / ____ / ____ / ____ / ____ / Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles.

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

SUPPLY AND DELIVERY OF POLY HANG TAGS AT LAX

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Item	Quan.	Unit	Description	Unit Price	Extension
<u>BID PRICES VERIFICATION WORKSHEET:</u>					
Item#	U/M	Qty	Description		Price Yr 2010 tags
001	Ea	132,000	Lot D Monthly Hang tag	\$ _____	\$ _____
002	Ea	48,000	Lot D Monthly Card	\$ _____	\$ _____
003	Ea	12,000	FlyAway Monthly Card	\$ _____	\$ _____
004	Ea	60,000	Lot E Monthly Hang tag	\$ _____	\$ _____
005	Ea	29,400	Lot F Monthly Hang tag	\$ _____	\$ _____
006	Ea	12,000	Lot H Monthly Hang tag	\$ _____	\$ _____
007	Ea	6,000	Lot IT Monthly Hang tag	\$ _____	\$ _____
008	Ea	21,000	Lot ICC Monthly Hang tag	\$ _____	\$ _____
009	Ea	1,500	Lot RV Monthly Hang tag	\$ _____	\$ _____
010	Ea	3,600	Lot A Monthly Hang tag	\$ _____	\$ _____
011	Ea	300	Curbside Monthly Hang tag	\$ _____	\$ _____
012	Ea	1,333	Vendor Del. Monthly Hang	\$ _____	\$ _____
013	Ea	200	Lot S Annual Hang Tag	\$ _____	\$ _____
014	Ea	2,000	Lot D Annual Hang Tag	\$ _____	\$ _____
015	Ea	1,000	Lot E Annual Hang Tag	\$ _____	\$ _____
016	Ea	200	Lot F Annual Hang Tag	\$ _____	\$ _____

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017	Ea	500	Lot V Annual Hang Tag	\$ _____	\$ _____
018	Ea	1,000	Lot P Annual Hang Tag	\$ _____	\$ _____
019	Ea	1,200	VNY Annual Hang Tag	\$ _____	\$ _____
				Total \$ _____	

ADDITIONAL QUANTITIES:

The City desires the option to purchase additional quantities of above item(s). State if you will accept orders for additional quantities at the same prices, terms and conditions, provided additional quantities do not exceed that shown above and provided the City exercises option before: ____/____/200__, **Option Granted** ____ **Option Not Granted** ____.

If option is not granted, state length of time above bid price(s) is/are good and additional orders are acceptable: **Above bid prices are good until** ____/____/200__.

AWARD OF CONTRACT:

Award of the contract will be made after investigation of the responsibility of the low bidder(s). The bid will be awarded to the lowest responsive and responsible bidder(s) meeting the requirements of the specification.

BID:

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

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

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DELIVERY COSTS:

Prices quoted shall include all delivery and unloading charges to the City of Los Angeles, Los Angeles World Airports, at 7409 World Way West, Los Angeles, CA 90045. Bidder/contractor owns equipment/goods in transit and files any claim with shipper/manufacturer for any loss or damage.

DEVIATION FROM SPECIFICATIONS:

These specifications are to describe the construction, design, size, quality/performance of equipment/goods desired, and are not intended to be restrictive to any particular brand. Bids will be considered for brands deviating from the specifications if such brands comply substantially with the specifications. **EACH DEVIATION FROM THE SPECIFICATIONS MUST BE STATED IN A SEPARATE DOCUMENT ATTACHED TO THE BID RESPONSE.** Submit complete illustrative and technical data on items bid on. Failure to do so may nullify bid.

GENERAL CONDITIONS:

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

ILLUSTRATIVE AND TECHNICAL DATA:

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

INVOICE INSTRUCTIONS:

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

OPTION TO PURCHASE ADDITIONAL ITEMS:

Indicate whether the City of Los Angeles, Department of Airports, will be granted the option to purchase items your company supplies that are not listed hereunder. This option shall apply to purchases that are \$1,000 or less, per order.

_____ Option Granted _____ Option Not Granted

PAYMENT TERMS:

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

PRINTED LITERATURE:

Deviations from specifications contained within printed literature will not be accepted. Only

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separately stated written deviations will be considered and/or accepted.

RIGHT TO REJECT BIDS:

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

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

The City reserves the right to reject a bid/proposal from any company, business, corporation, or individual who is indebted to the City.

SALES TAX:

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

SMALL LOCAL BUSINESS (SLB) PROGRAM:

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

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

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

600 South Spring Street, Suite 1300
Los Angeles, CA 90014

Certification as a Small & Local Business is valid for one calendar year from the date of approval. Applicant firms must be re-certified on an annual basis with the Office of Contract Compliance, Centralized Certification Section. For questions concerning the Small Local

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Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213)847-6480.

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

TABULATION OF BID RESULTS:

Bid results shall be tabulated, usually within one week of the due date of the bid, and posted for public inspection in the lobby of the Purchasing Section, at 7303 World Way West, Los Angeles, CA 90045. **Bid results will not be communicated over the telephone or by fax.**

Bidders, wishing to obtain bid results, may either:

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

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

On the "Welcome to BAVN!" screen, center area, look for "Contractual Opportunities", and click on "Search for all opportunities on BAVN". The next screen is "Search for Opportunities". Under "Select Status", select "Closed". Under "Select Department", select "Los Angeles World Airports". Under "Category", "Contract Type", "Interest (NAICS code) search according to your needs or select "All" for all three items. The next screen "Search Results" displays the current closed opportunities, 100 results at a time. Under the left most column "Opportunity", identify the bid in question and click on its description. The next screen relates to the selected bid. In the middle of the screen, under "Scope of Work Documents", click on "Recap.pdf". The next screen states: Download " - -Recap.pdf" "Download the document by right clicking the link below and selecting "Save Target As..." The next and final screen is the tabulation itself.

PRIOR CITY OF LOS ANGELES EXPERIENCE:

Pursuant to City of Los Angeles Resolution #56, adopted July 21, 1998 which requires that each City entity, including proprietary departments, soliciting qualifications and/or bids (proposals), include as part of the information to be supplied, a list of all City contracts held within the last ten years. Please submit a list entitled "Prior City Contracts Held", with other items comprising your bid.

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Note to Analyst/bidder:

Any communication regarding this Request for Bid must be addressed in writing to Procurement Analyst Richard Perez. This bid must be mailed to bidders with the following printed Adobe attachment (General Conditions, Equal Employment Practices Provisions, Invoice Instructions, Small Local Business Application, Assignment of Antitrust Claims). Bidder's responsibility is to read it and return the completed bid response including the applicable administrative requirements provisions.



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SPECIFICATION:

Year 2010 Poly Hang Tag and Placard Specs:

Type:

Vertical poly hang tag parking permit using .023" thick plastic with white material on both sides of tag. Placard using Poly Vinyl .023 gauge.

Material:

The material must be sunlight resistant and made of heavy duty, durable .023" thick Poly Ethylene Corona treated plastic. Also it must last for one (1) year. There shall be no color change when material is exposed to extremes of moisture, heat or cold. Stock color white.

Curl:

A sample exposed to sunlight in use on an automobile rearview bracket shall not curl more than 1/2" in the 2 3/4" in dimension. This measurement is the elevation of the top of the arc to a plane upon which the sample rests.

Size:

The size of the hang tag must be 2 3/4" W x 4 3/4" H with four (4) rounded corners and a special die cut for easy application, to hang from rearview mirror of a automobile. The placard must be 3.375" W x 2.125" H with four (4) rounded corners.

Hologram:

A hologram of a type approved by the department is to be inserted within the colored area of the hang tag and placard for security.

Printing:

All printing and numbering on tags and placards shall be done using fade resistant inks that will remain in good legible condition for a period of one (1) year after permit has been inked. Printing for hang tag will be two color ink front (one color plus a black ink overprint). The front colors must correspond to the approved monthly /yearly color distribution and shall also display the lot designation, month and year. One color black ink for back print of hang tag. For placards colors are green logo and white hologram number area. Backprint must be blue.

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Numbering:

Permits shall be consecutively numbered in black ink on face in accurate sequence using 3/8" numbers. Erasures, strike-overs, and misprints will not be acceptable. Missing or duplicate numbers on permits will not be acceptable. Listing missing numbers is not acceptable.

Color:

The colored portion of the annual hang tags shall be white. The base colors of remaining tags shall be yellow, orange, red, magenta, purple, dark blue, light blue, dark green, light green, light gray, salmon, light brown. At no time shall the same color be used at other locations during the same month.

Artwork:

All artwork must be pre-approved by the Department before production.

Packaging:

Permits must be packaged and shipped in a durable box by type. Boxes shall be of sufficient depth to be flush with the level of permits contained therein. The boxes shall bear a printed label noting the lot and number of permits contained in the box. Polytags shall be shrink wrapped in groups of 100 for security and protection.

General Conditions

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

FORM OF BID AND SIGNATURE.

The Bid must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental Purchasing Officer. Bids should be enclosed in a sealed envelope, showing the Bid No. The lower left corner, and addressed to Los Angeles World Airport, Purchasing Manager, 7303 World Way West, Los Angeles, Calif. 90045. The Bid must be signed with the firms corporate name and by a responsible officer or authorized employee. If the Bid is submitted by a corporation it must be accompanied by a corporate resolution or other signed document granting the individual authority to sign bids and contracts for the corporation. If such authority has previously been filed with the Purchasing Manager new forms are not necessary. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

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

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

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

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

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

CITY HELD HARMLESS

Except for the City's sole negligence, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons, or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of this Contract. City shall endeavor to give notice of such claims.

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

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

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

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

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

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

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

BID PROTEST.

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

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

Administrative Requirements

Administrative Requirements

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

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

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

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

2. AFFIRMATIVE ACTION

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

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

Attachments:

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

For further information regarding this requirement please contact:

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

3. ASSIGNMENT OF ANTI-TRUST CLAIMS

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

Attachment:

- California Government Code Section 4550--4554

4. BUSINESS TAX REGISTRATION CERTIFICATE

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

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

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

Additional information regarding this requirement may be obtained at:

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

Attachment:

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

5. CHILD SUPPORT OBLIGATIONS

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

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

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

Attachments:

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

For additional information please contact:

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

6. 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

7. MUNICIPAL LOBBYING ORDINANCE

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal Lobbying Ordinance requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent.

Additional information regarding this requirement may be obtained at:

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

Attachment:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf

Checklist

Administrative Requirements Checklist

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

1. AFFIDAVIT OF NON-COLLUSION

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

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

2. AFFIRMATIVE ACTION

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

3. CHILD SUPPORT OBLIGATIONS

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

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

4. 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?

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

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

- Business Tax Registration Certificate

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

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

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

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

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

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

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

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

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

Signed:

Name:

Title:

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

Notary Public

(Notarial Seal)

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

Affirmative Action

DATE _____

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

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

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

FOR CONSTRUCTION PROJECTS

(L.A. County Only)

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

FOR NON-CONSTRUCTION PROJECTS

OCCUPATION	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	R	T	R	T	M	F
Official & Managers																
Professionals																
Technicians																
Sales Workers																
Office / Clerical																
Semi-Skilled																
Laborers (Unskilled)																
Service Workers																
TOTAL																

Employment statistics were obtained from:

Available Records Visual Check Other (Specify) _____

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

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

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

DATE

OFFICER'S SIGNATURES

FIRM NAME

A-7

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Assignment of Anti-Trust Claims

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

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

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

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

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

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

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

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

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

Business Tax Registration Certificate

BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM

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

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

Company Name: _____

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER								FUND		CLASS		

New format:

ACCOUNT NUMBER														FUND		CLASS		

State effective dates here: _____ to _____

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

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

Exemption Number:

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Explanation:

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

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

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

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

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

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

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

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

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer of Representative

Print Name

Title

Telephone Number

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

Equal Benefits Ordinance

LOS ANGELES WORLD AIRPORTS
 Contract Services Division
 7301 World Way West, 2nd Floor
 Los Angeles, CA 90045
 Phone: (310) 348-5243 Fax: (310) 646-9620

EQUAL BENEFITS ORDINANCE COMPLIANCE SELF-CERTIFICATION FORM

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

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

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

Approximate Number of Employees in the United States: _____

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

SECTION 2. COMPLIANCE QUESTIONS

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

SECTION 3. DECLARATION UNDER PENALTY OF PERJURY

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.*

_____ will comply with the Equal Benefits Ordinance requirements
 Company Name
for the entire duration of the contract with the City of Los Angeles.

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

Executed this _____ day of _____, in the year 200_, at _____, _____
 (City) (State)

Signature _____

Mailing Address _____

Name of Signatory (please print) _____

City, State, Zip Code _____

Title _____

EIN/TIN _____

LAWA USE ONLY

This section must be completed by LAWA Project Manager/Contract Administrator.

File/Bid/Contract Number _____

LAWA Division
administering the contract: _____

Contact Person:
Phone: _____