

**RETURN BID 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. 310-646-7390 xt 3004

Fax No. 310-646-9625

CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS (LAWA)

REQUEST FOR BID No. 110-113

(Show this number on envelope)

This is not an order!

Quotation must be delivered prior to

2:00 PM Thursday, May 20, 2010

THE FOLLOWING BID MUST BE SIGNED!

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

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

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

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

(Print) Bidder's name: _____ 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)

Contact Person (if different from the above) _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

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

E-mail Address: _____

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

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the requirements of the City, as may be required, during a period of three (3) years from the date of award of the contract, for:

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SUPPLY OF LOCKS & RELATED HARDWARE FOR LAX

in compliance with the bid provisions, the attached specifications and bidder's work sheet.

BIDDER'S RESPONSIBILITY:

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

PRICE AGREEMENT CONDITIONS (PUBLISHED PRICE LIST):

Prices charged the City of Los Angeles are based on a percentage discount from/mark up on Published Price List. Percentage discount is to remain firm for the duration of the contract.

Price Lists which are submitted with BID must be currently in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

At the time of award of contract, contractor shall send to the Purchasing Office 3 copies of the price list to be distributed to the LAWA Divisions for purpose of price contract compliance. Said copies of the price list shall show contractor's name and contract/outline agreement number.

Submission of electronic data pricing (CD, Website, etc.) is highly desired.

If prices on the Price List are raised, the City reserves the right to accept such raises or to cancel such items from the contract. The City is to be given benefit of any decline in prices immediately upon the effective date of such decline. Changes in Price List shall be effective on the date the notice of change is received by the Purchasing Office, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in Price Lists.

***** Contractor understands and agrees that the stated discount/markup shall apply to all items of the existing and future price list(s).**

Copies of new or revised Price List shall be sent immediately to the Purchasing Office. Price List shall show Contractor's Name along with the Contract Purchase Order/Outline Agreement Number.

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2:00 PM Thursday, May 20, 2010**BID PRICES VERIFICATION WORKSHEET:****A: Schlage****DISCOUNT/MARK UP:**

BIDS are requested in the form of a DISCOUNT/MARK UP you will allow the City from Manufacturer's/Distributor's published price list/Electronic Data Pricing.

State PERCENTAGE DISCOUNT/MARK UP you will allow the City: minus _____% or plus _____%. **The discount/mark up must be expressed in a single whole number, such as minus or plus 5%. Range of percentages such as "between 4% and 6%" is not acceptable. Bids submitted in violation of the above requirement will not be considered.**

State Manufacturer of item(s): _____

Price List No.: _____ Applicable Price Column: _____

(Enclose copy)

Bid may not be considered until the required price list or electronic data pricing is submitted.

Item #	Item Description	List Price	Discount %	Net Unit Price (a)	(EA) Yearly Usage (b)	Total (a) x (b)
1	Schlage 20-740-LVL3-EFP 626 Interchangeable core (IC), or equal. For Schlage door locks, padlocks, simplex cypher locks, etc.				2500	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
2	Schlage 20-748-LVL3-EFP 626 Primus cylinder unit, or equal. For Schlage bore locks, padlocks, etc.				1500	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
3	Schlage 20-748-LVL3-EFP 626 Primus cylinder unit, or equal. For Schlage bore locks, padlocks, etc.				1500	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					

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4	Schlage 23-030-T 626 Interchangeable core, or equal. For Schlage door locks, padlocks, simplex cypher locks, etc.				500	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
5	Schlage 30-016 626 Mortise cylinder housing (shell), or equal. For Schlage mortise locks and IC cylinders				500	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
6	Schlage 35-053-LVL3 Key blank high security, or equal. For existing security lock system used at Airport.				2500	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
7	Schlage Key blank high security, or equal. For existing security lock system used at Airport				2500	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
8	Schlage 40-100-E 626 Cylinder unit, or equal. For Schlage bore locks, padlocks, etc.				150	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
9	Schlage L9050 03A 626 Mortise lock, or equal. For interior and exterior doors.				100	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
10	Schlage L9053 03A 626 Mortise lock, or equal. For interior and exterior doors.				100	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
11	Schlage L9080 03A 626 Mortise lock, or equal. For interior and exterior doors.				100	

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	<i>Maker and Model No. quoted, if deviated from specifications</i>					
12	Schlage EL9082 03A 626 Mortise lock, or equal. For interior and exterior doors.				100	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
13	Schlage D53JD RHO 626 Entry lock, or equal. For bore prep'd exterior doors.				100	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					

(A) SCHLAGE TOTAL: \$ _____**B: Simplex****DISCOUNT/MARK UP:**

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State Manufacturer of item(s): _____

 Price List No.: _____ Applicable Price Column: _____
 (Enclose copy)

Bid may not be considered until the required price list or electronic data pricing is submitted.

Item #	Item Description	List Price	Discount %	Net Unit Price (a)	(EA) Yearly Usage (b)	Total (a) x (b)
14	Simplex 1021S-26D-41 Push button lock, or equal. For interior and exterior doors.				15	

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	<i>Maker and Model No. quoted, if deviated from specifications</i>					
15	Simplex 5021XK-WL-26D-41 Push button lock, or equal. For interior and exterior doors.				20	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
16	Simplex L8148S-26D-41 Push button lock, or equal. For interior and exterior doors.				20	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
17	Simplex R8148S-26D-41 Push button lock, or equal. For interior and exterior doors.				20	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					

B) SIMPLEX TOTAL \$ _____**C) Von Duprin****DISCOUNT/MARK UP:**

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State Manufacturer of item(s): _____

Price List No.: _____ Applicable Price Column: _____

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--------	------------------	------------	------------	--------------------	-----------------------	-----------------

18	Von Duprin EL99EO US26D 48" Kit. Electrified exit device, or equal. For existing emergency exit door around Airport.				60	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
19	Von Duprin EL3347A EO US26D Kit. Electrified exit device, or equal. For existing emergency exit door around Airport.				60	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					

C) VON DUPRIN TOTAL \$ _____**D) LCN****DISCOUNT/MARK UP:**

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State Manufacturer of item(s): _____

Price List No.: _____ Applicable Price Column: _____

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20	LCN 1071RW/PA ALUM External mount hydraulic door closer, or equal. To replace existing closers installed on interior doors throughout Airport.				40	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
21	LCN 1371 RW/PA ALUM External mount hydraulic door closer, or equal. To replace existing closers installed on interior and exterior doors throughout Airport.				40	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
22	LCN 4041RW/PA ALUM External mount heavy duty hydraulic door closer, or equal. To replace existing closers installed on interior and exterior doors throughout Airport.				100	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					

D) LCN TOTAL \$ _____**E) Rixon****DISCOUNT/MARK UP:**

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State Manufacturer of item(s): _____

Price List No.: _____ Applicable Price Column: _____

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Item #	Item Description	List Price	Discount %	Net Unit Price (a)	(EA) Yearly Usage (b)	Total (a) x (b)
--------	------------------	------------	------------	--------------------	-----------------------	-----------------

23	Rixon 5105 Concealed door closer (floor or header mount), or equal. To replace existing closers installed on interior and exterior doors throughout Airport.				10	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
24	Rixon 27HD Concealed door closer (floor mount), or equal. To replace existing closers installed on exterior doors throughout Airport.				10	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					
25	Rixon 117 1/2 door pivot, or equal. For replacement of existing door pivots installed on exterior doors throughout Airport.				50	
	<i>Maker and Model No. quoted, if deviated from specifications</i>					

E) RIXON TOTAL \$ _____**DETERMINATION OF AWARD:**

This award will be based upon the following Lump Sum determination:

Items A + B + C+ D+ E = BID TOTAL = \$ _____

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

BID:

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

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.

BIDDERS CONFERENCE:

Prospective bidders are invited to a bidders conference at 10:00 a.m. on 05/04/2010, at: LAWA Purchasing 7303 World Way West, Los Angeles, CA 90045 (see attached map).

Bidder should bring two (2) business cards and leave them when signing the bid sign in sheet.

Any site inspection will be conducted after the bidder's conference. Additional information regarding the bidder's conference may be obtained from the Procurement analyst, at telephone number (310)646-7391, or by e-mail at @lawa.org. Department personnel will be available to answer questions related to this project.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: Larry Rolon, LAWA ADA Coordinator at (310) 337-5005.

DIRECTIONS TO THE PURCHASING OFFICE

Los Angeles World Airports- 7303 World Way West, Los Angeles, 90045
405 (South) or (North) to 105 (West)

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

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

At Pershing Drive, make a Right turn

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

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

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

The second building west of you is 7303—The Purchasing Office.

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

CONTRACTOR'S PROBLEM LOG:

If services and/or delivery fall below an acceptable level, as determined by the LAX C&M Superintendent Bill Hartranft or his designated representative, the C&M Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service/Delivery." The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service/delivery. If the unacceptable service/delivery is not corrected after the contractor receives the "Notice to Correct Unacceptable Service/Delivery," payment may be withheld by the City until corrections are made. If unacceptable service/delivery continues after the contractor receives the "Notice to Correct Unacceptable Service/Delivery" or if the contractor receives three or more such notices, the City may cancel the contract that results from the bid upon giving the contractor a thirty (30) day written notice.

DELIVERY COSTS:

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

ESTIMATED EXPENDITURE:

Total expenditures under this contract are estimated to be \$ 149,000 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the discounted/marked up prices quoted in accordance with actual requirements throughout the contract period.

GENERAL CONDITIONS:

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

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

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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 "Payment terms" on the bid signature section of the front page. These terms are considered for net bid award, for payment required by bidder within 25 days, minimum!

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.

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:

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Be sure to log on with your log on name and password. 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, 10 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.

(Note to Analyst/bidder:

Any communication regarding this Request for Bid must be addressed in writing to Procurement Analyst Richard Perez.

ADMINISTRATIVE REQUIREMENTS:

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

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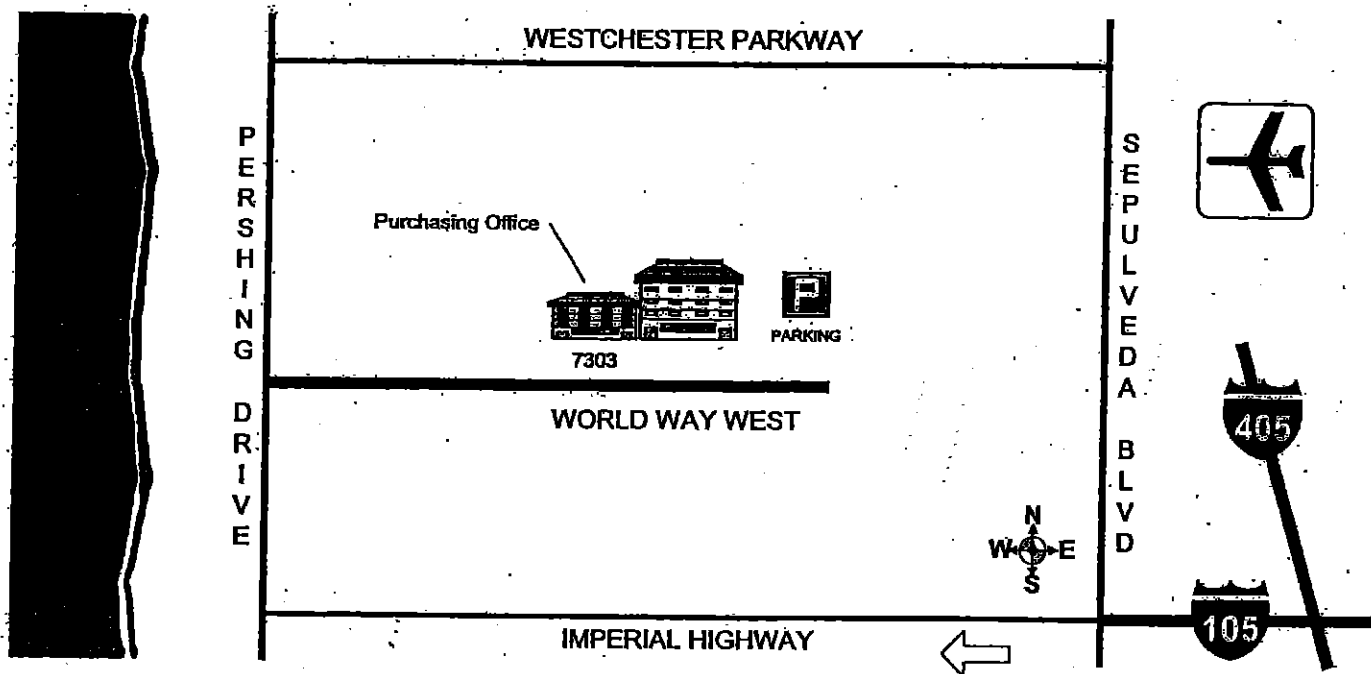
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SPECIFICATION

1. Awarded vendor must provide a quote for parts/materials requested within twenty-four (24) hours.
2. Contractor to deliver parts / material within three days by 2:00 PM, Monday thru Friday on all standard stock items ordered by 12:00 P.M.
3. Delivery on special order items at 2-3 weeks is satisfactory.

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS
PURCHASING OFFICE
7303 WORLD WAY WEST
LOS ANGELES CA 90045



Take Imperial Highway (West) to Pershing Drive. Make a right on Pershing Drive. Go about a 1/4 of a mile to World Way West. Make a right on World Way West. The building will be located on the left side of the street.

LOS ANGELES WORLD AIRPORTS INVOICE INSTRUCTIONS

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

1. All invoices for **Los Angeles, Van Nuys and Ontario Airports** pertaining to materials and services, must be mailed to:

**LOS ANGELES WORLD AIRPORTS
ATTN: ACCOUNTS PAYABLE
PO BOX 92882
LOS ANGELES, CA 90009**

2. All invoices must have the **Purchase Order Number**, the **division name** and the **name of the person ordering materials and services**. Invoices without division name may delay the payment process due to incomplete information.
3. All invoices **WITH INCORRECT OR MISSING PURCHASE ORDER NUMBERS** may be returned to the vendors. LAWA's PO number is a ten-digit number that begins with '45'.
4. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**; any item or charge not specified in the Purchase Order (including freight charges, restocking charges, etc. unless specified in the contract) will not be paid. Any discrepancy will delay the payment.
5. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
6. Important miscellaneous invoice instructions are as follows:
 - **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in excess of \$75.
 - **TAXES:** *Sales taxes* must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
 - **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
 - **CREDIT MEMOS:** The original invoice number must appear on any credit memo.
7. For statements confirming **PROCUREMENT CARD ORDERS**, please continue to send confirming documents to the Division directly.

***If you have questions, please contact your Division Representative
or the Accounts Payable Help Desk at (310) 417-0542.***

8/28/2008

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 the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. (This paragraph is not applicable to "Construction Contracts" as defined by California Civil Code section 2783. For Construction Contracts, the applicable City Hold Harmless clause is set forth in the Administrative Requirements).

PURCHASE AGREEMENT DOCUMENTS. A copy of the Notice inviting Bids, the Bid and a copy of these General Conditions and the Specifications 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

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

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

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

BID PROTEST.

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

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

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) 417-0409
Fax: (310) 646-9620
E-mail: ProcurementRequirements@lawa.org
Internet: www.lawa.org -> About LAWA -> Business Opportunities
- > Administrative Requirements

1. VENDOR IDENTIFICATION FORM

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

- **Seller's Permit Number**

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

- **Payment terms**

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

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

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

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

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

For additional information regarding all LAWA administrative requirements, please contact Contract Services at (310) 417-0409 or visit our website at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements.

2. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

3. AFFIRMATIVE ACTION

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

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

Attachment:

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

4. ASSIGNMENT OF ANTI-TRUST CLAIMS

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

Attachment:

- California Government Code Section 4550--4554

5. CHILD SUPPORT OBLIGATIONS

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

Attachment:

- Child Support Obligations Provisions

6. EQUAL BENEFITS ORDINANCE

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

As used above, the term "Non-ERISA Benefits" (ERISA - *The Employee Retirement Income Security Act of 1974*) shall mean any and all benefits payable through benefit arrangements

generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension benefit plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA.

The EBO Compliance Self-Certification Form must be submitted with the bid.

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. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

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

Additional information regarding this requirement may be obtained at:

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

Attachments:

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

Checklist

Administrative Requirements Checklist

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

1. VENDOR IDENTIFICATION FORM

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

2. AFFIDAVIT OF NON-COLLUSION

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

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

3. EQUAL BENEFIT ORDINANCE

- ☐ Is the required EBO Compliance Self-Certification Form completed and signed?
- ☐ Is the applicable Certification enclosed in the Packet?

4. MUNICIPAL LOBBYING ORDINANCE

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

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

5. AFFIRMATIVE ACTION

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

6. CHILD SUPPORT OBLIGATIONS

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

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

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

- Business Tax Registration Number

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

- Business Tax Registration Certificate

Vendor Identification Form

VENDOR IDENTIFICATION FORM

GENERAL INFORMATION

Legal Name: _____ Doing Business As: _____
FEIN or SSN (if individual): _____ License or Registration Number (if applicable): _____
Seller's Permit Number (if applicable): _____ Payment Terms (code): _____
Ownership:
☐ Individual / Sole Proprietor
☐ Corporation
☐ Partnership
☐ Governmental Entity
☐ Other (specify): _____
BTRC/Vendor Registration Number: _____
☐ BTRC/VRN application pending (please attach the application)

BUSINESS ADDRESS

Street: _____ Suite: _____ Contact Person: _____
City: _____ Contact Person's Title: _____
State: _____ Zip Code: _____ Fax Number: _____ Phone Number: _____
Website: _____ Email: _____
Remittance address (if required and different from above): _____

BUSINESS INFORMATION

Service Area: International ☐ National ☐ Regional ☐ Local ☐ Years in Business: _____ Number of Employees: _____

BUSINESS CERTIFICATION (Check all that apply)

☐ Woman-Owned Business Enterprise (WBE) ☐ Disadvantaged Business Enterprise (DBE)
☐ Minority Business Enterprise (MBE) ☐ Airport Concessions Disadvantaged Business Enterprise
☐ Small Business Enterprise (according to SBA criteria) ☐ Small and Local Business Enterprise (SLBE)
☐ Minority Woman Business Enterprise (MWB)
If required, please attach copies of all applicable certifications.

NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

EEO Officer (name): _____ Phone Number: _____
EEO Officer's Title: _____ Email: _____

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☐. If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

CERTIFICATION

*The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Contract Services Division immediately of any changes to the information contained herein.
The undersigned has read and agreed with the administrative requirements set for this project and provided as a check list in the bid/proposal package and will comply with them for the duration of the contract if selected.*

Authorized Signature _____ Date _____

Print Name _____ Title _____

For LAWA use only:	
Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____
SAP Action (send the form to FAMIS Support Desk): ☐ Create ☐ Change ☐ Block ☐ Delete ☐ New Ordering Address	

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

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

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

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

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

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

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

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

Signed:

Name:

Title:

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

Notary Public

(Notarial Seal)

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

Affirmative Action

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

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

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

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

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

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

Sec. 10.8.1. Definitions.

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

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

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

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

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

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

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

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

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

Sec. 10.8.1.1. Summary of Thresholds.

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

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

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

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

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

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

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

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

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records

pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

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

1. Hiring practices;

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

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by

the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve

or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract

Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

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

Assignment of Anti-Trust Claims

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

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

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

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

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

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

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

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

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

Child Support Obligations

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

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

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

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

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

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

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

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

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

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

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

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

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

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

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

SECTION HISTORY

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

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 20____, 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/Buyer before returning all the required administrative requirements to CSD for review.

File/Bid/Contract Number _____

LAWA Division: _____ Contact Person: _____

Phone: _____

Municipal Lobbying Ordinance



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

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

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

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

Date: _____ Signature: _____

Name: _____

Title: _____

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

Los Angeles Administrative Code § 10.40.1(h)

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

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

Los Angeles Administrative Code § 10.37.1(i)

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