

APPROVED

MAR 20 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-054

DATE: March 20, 2019

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES - REQUEST FOR BID (RFB)

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	_____
H. Fujita	_____	*N. Williams	<u>NDW</u>



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

- 1) Approve a proposed Request for Bids (RFB), herein included as Attachment 1, for Athletic Surface Inspection, Testing and Related Professional Services, for a three-year contract, in an amount not to exceed One Million Dollars (\$1,000,000.00) per year, subject to the review and approval of the City Attorney as to form;
- 2) Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the RFB to the City Attorney for review and approval as to form;
- 3) Authorize staff to advertise the RFB and conduct the RFB process, subsequent to City Attorney review and approval as to form;
- 4) Authorize the Department of Recreation and Parks' (RAP) General Manager or designee to make technical corrections to the RFB as necessary to carry out the intent of this Report.

SUMMARY

RAP has over one thousand (1000) sports surfaces throughout its park system. These sports surfaces include but are not limited to all weather turf fields (soccer and baseball), indoor/outdoor basketball, volleyball, racquetball, tennis courts, running/walking tracks, playground surfacing and golf greens. RAP is in need of athletic surface inspections, testing and related professional services. Such services will provide RAP with tools to help staff assess, inspect and if need be, perform any related safety and/or performance testing and/or planning phase review (including but not limited to inspection of materials used, approval and certification on and off site, review of engineering, plans, drawings, renderings, etc. and any other pre or post review), that an athletic surface may require, both pre-installation and/or post installation and/or post usage. Currently RAP Staff does not possess the expertise and equipment to perform these services. The proposed testing services that may be used under the contract awarded through this RFB include but are not limited to GMAX (measures surface hardness), Shock Absorption and Vertical Deformation (measures the impact absorption), Rotational Resistance (measures traction), Slip

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Resistance Scale and Deceleration (measures the deceleration experienced by the players shoe), Vertical Ball Rebound (measures how high the ball bounces when falling vertically), Ball Roll (measures how far the ball rolls), Off site Plant material testing/inspection (Plant verification that City's material performance specifications are met), Permeability (measures water percolation/drainage) and Compaction (measures soil compaction), and testing to measure and score Head Injury Criterion (HIC).

RAP staff has developed and is now ready to release, at the direction of the Board, a RFB which will be advertised per Mayor's Executive Directive No. 14 (Villaraigosa Series) which states, "...every Department will utilize the Los Angeles Business Assistance Virtual Network (BAVN) as the exclusive means for posting all opportunities for RFB's...." A secondary reference will be an advertisement placed in the Daily Journal referring interested parties to the BAVN listing. In addition, direct communications inviting participation and bids will be made to a list of interested parties from a list maintained by RAP.

A mandatory pre-qualification conference will be held approximately three weeks after the release of the RFB in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP) as required by Executive Directive No. 14 (Villaraigosa Series), and RAP's policy. A second non-mandatory technical review meeting will be held to provide direct interaction with potential responders seeking assistance.

The intent of this RFB is to identify the best qualified contractor at the lowest bid price.

Evaluation Process

Responses will be evaluated in three levels. Level I will be a review by RAP staff for whether the bidder submitted a completed bid package including all required compliance documents as stated in the RFB document. Level II will focus on the actual qualifications provided by the bidder on the required minimum work experiences, membership of professional organizations and or licenses. The minimum qualifications will determine the responder's knowledge and experience to perform the terms and specifications of the contract. If a responder's minimum qualification cannot be verified by staff, the responder may be disqualified and no further evaluation will be performed on the response. The responder must successfully pass Level I before staff will proceed to Level II. In Level III, bidders who successfully pass Level I and Level II, will be evaluated by a weighted bid proposal.

The selected qualified lowest bidder will be recommended to the Board for a three-year contract, in an amount not to exceed One Millions Dollars (\$1,000,000.00) per year. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The professional services that RAP will be contracting for, Athletic Surface Inspection, Testing and Related Professional Services, shall be on an as-needed basis. RAP, in entering into a contract, guarantees no minimum amount of business or compensation. The contract awarded through this RFB shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

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Funding for projects will be provided from various funding sources.

FISCAL IMPACT STATEMENT

Releasing the Request for Bids has no fiscal impact on RAP's General Fund.

This Report was prepared by Robert Feld, Senior Management Analyst I, and reviewed by Jimmy Newsom, Senior Management Analyst II, and Matthew Rudnick, Chief Management Analyst, Finance Division.

LIST OF ATTACHMENTS

1) Request for Bids (RFB) for Athletic Surface Inspection, Testing and Related Professional Services

REQUEST FOR BID



City of Los Angeles Department of Recreation and Parks

**Figueroa Plaza
221 North Figueroa St., Suite 300
Los Angeles, CA 90012**

ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES

Mandatory Pre-Bid Conference: TBD

Non-Mandatory Technical Review Meeting: TBD

Bid Due Date: TBD

BIDDER'S CONTACT INFORMATION

Contact information for the person to whom all communication regarding the Statement of Bids submitted in Bid to this RFB and the prospective contract should be directed

Organization Name: _____

Address: _____

Phone: _____ **Facsimile:** _____

Email: _____

Contractor's (or Other Professional License No.): _____

Business Tax Registration (BTRC) No.: _____

Current Member Sports Turf Managers Association (STMA): _____

**CITY OF LOS
ANGELES REQUEST
FOR BIDS**

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Section II Compliance Documents

Sub Section I Compliance Documents to be Submitted by all Respondents

Sub Section II Compliance Documents to be Submitted by Selected Proposer

Section III Standard Provision for all City Contracts (Rev. 10/17) [v.3]

Section IV Specifications and Proposed As-Needed Contract Language

Attachment A Qualification Submission Page

Attachment B Form 146 Insurance Requirements

Attachment C Bid Sheet

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFB SUBMITTAL DEADLINE.**

LICENSE REQUIREMENTS / IMPORTANT DATES

<p>PROFESSIONAL ORGANIZATION MEMBERSHIP REQUIREMENTS:</p> <p>Must be a current member of the Sports Turf Managers Association (STMA)</p>
<p>MANDATORY PRE-BID MEETING:</p> <p>A Mandatory pre-bid meeting will be conducted on TBD at 221 N. Figueroa Street, Room 300 A, Los Angeles, CA 90012.</p>
<p>A Non-Mandatory Technical Review Meeting will be offered in an effort to assist Bidders with any questions or concerns related to completing and complying with all city contract compliance requirements in this Request For Bids (RFB). This meeting will be held on TBD at 221 N. Figueroa Street, Room 300 A, Los Angeles, CA 90012.</p>
<p>DEADLINE AND DELIVERY INFORMATION:</p> <p>Bids must be received no later than TBD</p> <p>Two (2) complete RFB documents (including addenda), each with original (wet ink – preferably in blue) initials/signatures and required forms, attachments and documentation must be submitted, plus One (1) electronic copy either on Flash Driver or CD format.</p> <p>Bids must be submitted in one (1) or more sealed envelopes, clearly marked as follows:</p> <ul style="list-style-type: none">➤ RFB for ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES – BID ENCLOSED➤ Name and Address of Firm <p>Bids must be mailed or delivered in person to:</p> <p style="padding-left: 40px;">City of Los Angeles Board of Recreation and Park Commissioners Attention: Board Secretary Figueroa Plaza 221 N. Figueroa St., Suite 300 Los Angeles, California 90012</p> <p>Facsimile Bids or telegraphic modification of any RFB document will not be considered. Late submittals will not be accepted. Bids received at any other location will be deemed non-responsive and returned to the</p>

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

BIDDER’S CHECKLIST

Before submitting your Bid, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Bid. Failure to do so may cause your Bid to be declared non-responsive and may be rejected.

ITEM DESCRIPTION	INITIALS
COMPLETED, SIGNED ORIGINALS	
The Bid consists of two (2) originals , plus one (1) electronic copy, each set containing original initials and signatures, the complete RFB document, plus all addenda, with no missing pages, and all required forms and attachments.	
All signatures have been completed in wet ink (preferably blue).	
The Bid has been properly signed and dated by the person(s) authorized to legally bind the Bidder/Proposer/Contractor.	
RIGHT TO REJECT BIDS	
Bidder acknowledges that the Board of Recreation and Park Commissioners reserves the right to reject any and all Bids and to waive any informality therein.	
EXAMINATION OF BIDDER’S BIDS	
Bidder acknowledges that the Department of Recreation and Parks Planning, Construction and Maintenance Branch and/or Finance Division will examine and be the sole evaluator in determining the acceptability of each Bidder’s Bid for this RFB.	
BIDDER QUALIFICATIONS / EVALUATION SHEET, BID ITEMS, BID FORM AND RELATED DOCUMENTS	
Bidder has completed all requests for information and answered all questions.	
SIGNATURE SHEET AND NON COLLUSION AFFIDAVIT	
Bidder has read, signed and submitted the Signature Sheet and Non-Collusion Affidavit.	
BIDDER INSTRUCTIONS AND SUBMITTALS	
Bidder has read the “Bidder’s Instruction and Submittal” section of this RFB.	
MUNICIPAL LOBBYING ORDINANCE	
Bidder has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance.	
Bidder has submitted completed Bidder Certification (CEC) Forms 50 and 55.	
SPECIFICATIONS AND PROPOSED CONTRACT LANGUAGE TO PROVIDE ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES	
Bidder has read all sections of the “Specifications and proposed As-needed Contract Language”.	
OUT-OF-STATE BIDDERS	
Bidder has submitted a completed “Out-of-State Bidders” Form, if applicable.	

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

Request for Bids:
Athletic Surface Inspection, Testing and Related Professional Services

ITEM DESCRIPTION	INITIALS
LOS ANGELES RESIDENCE INFORMATION FORM	
Bidder has submitted a completed “Los Angeles Residence Information” Form.	
CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET + KEY EMPLOYEE REFERENCE SHEET	
The required page(s) has/have been completed and submitted.	
INFORMATION RELEASE FORM	
Bidder has read, signed and submitted the “Information Release Form”.	
LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)	
Bidder reviewed and signed the requirements pertaining to the payment of Living Wages and SCWRO.	
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)	
Bidder reviewed the SCWRO.	
REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT	
Bidder read and signed the “Reporting Requirements”.	
Equal Benefits Ordinance (EBO) and First Source Hiring Ordinance (FSHO)	
Bidder reviewed and submitted all required documents related to EBO and FSHO on the City’s Business Assistance Virtual Network (BAVN) system.	
NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM	
BUSINESS INCLUSION PROGRAM (BIP)	
Bidder complied with all BIP requirements on the City’s Business Assistance Virtual	
SLAVERY / BORDER WALL DISCLOSURE ORDINANCE (DO/DBWCO)	
The Bidder reviewed and submitted the Slavery/ Border Wall Disclosure Ordinance, on The City’s Business Assistance Virtual Network (BAVN) system.	
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE DOCUMENTATION	
Bidder reviewed and submitted the “Contractor Responsibility Questionnaire”.	
CALIFORNIA STATE BILL (SB) 854	
The Responder has read and provided evidence that it meets all SB 854 requirements including current company registration with the Department of Industrial Relations (DIR).	
SECURITY GUARD SERVICES	
Bidder has reviewed and understood the City’s Security Guard Service Policy	

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

**Request for Bids:
Athletic Surface Inspection, Testing and Related Professional Services**

ITEM DESCRIPTION	INITIALS
INSURANCE	
Bidder received and reviewed the City’s INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS (see Attachment B)	
Bidder received and reviewed the City’s Insurance Requirements form and will submit the required type(s) of insurance in the limits noted to https://kwikcomply.org	
NOTICE TO EMPLOYEES WORKING ON CITY CONTRACTS RE: LIVING WAGE ORDINANCE AND PROHIBITION AGAINST RETALIATION NOTICE	
Bidder read, signed and submitted the completed form (If applicable)	
MUNICIPAL LOBBYING ORDINANCE	
Bidder received and reviewed the requirements and forms.	
BUSINESS INCLUSION PROGRAM (BIP) POLICY AND PROCEDURES	
Bidder complied with all BIP requirements on the City’s Business Assistance Virtual Network (BAVN).	
SUBCONTRACTING	
All work subcontracted shall be directly related to the performance of work specified in the RFB Specification Summary.	
CONTRACTORS RESPONSIBILITY QUESTIONNAIRE	
Bidder reviewed and submitted the “Contractor Responsibility Questionnaire”	
CHILDCARE DECLARATION STATEMENT	
Bidder read the supplementary information and read, signed and submitted the completed form.	
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS	
Bidder read, signed and submitted the completed form.	
AMERICANS WITH DISABILITIES ACT	
Bidder read, signed and submitted the completed form.	
FORM OF NON-COLLUSION AFFIDAVIT	
Bidder read, signed and submitted the completed form.	
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT	
Bidder has read, signed and submitted the completed forms.	

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

Bidder's Identification Page

NAME OF BIDDER _____

BIDDER'S ADDRESS _____

STREET _____

CITY _____ STATE _____ ZIP CODE _____

A. BIDDER'S TELEPHONE NUMBER _____

B. BIDDER'S FAX NUMBER _____

C. BIDDER'S EMAIL ADDRESS _____

D. BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) # _____

E. CURRENT MEMBER OF SPORTS TURF MANAGERS ASSOCIATION (STMA) _____

F. BIDDER'S CHECK LIST _____

Are all pertinent sections of the "Bidder's Check List" completed, signed and initialed? _____ Initial

BY:
(Signature) _____ Date _____

PRINT NAME: _____

TITLE OR POSITION: _____

INTRODUCTION

Firms interested in providing **ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES** are invited to submit qualifications and provide a bid to the City of Los Angeles Department of Recreation and Parks (RAP). This Request for Bid (RFB) requires that the Bidder first demonstrate their experience and qualifications in performing athletic surface inspection, testing and related professional services. Once the Bidder demonstrates their qualifications for the said professionals services, bidders will be required to provide bid prices for all bid line items on the bid sheet provided. This RFB will be awarded solely on the lowest bid price once Bidder meets the minimum qualifications. Low bidder will be determined based on a weighted average. RAP will provide weighted percentages for each bid line item and will sum up each line item based on their pre-determined weighed percentages.

Only the qualified lowest Bidder will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of this as-needed contract will be three (3) years.** The Contract will have a total annual expenditure not to exceed One Million Dollars and Zero Cents (\$1,000,000.00). The Contract will reflect various work orders on an as-needed basis. RAP in awarding this Contract guarantees no minimum amount of compensation.

Complete sets of the RFB documents, including all addenda, if issued, are available to interested parties online at www.labavn.org. It shall be the Bidder's responsibility to verify that it has a complete set of RFB documents, including all addenda, prior to the due date. Bidders are advised that the Board of Recreation and Park Commissioners (Board) has not authorized any other agency, Internet service, or plan room distributor other than the Department of Recreation and Parks, Planning, Construction and Maintenance Branch or Finance Division to distribute or sell RFB documents. Bidders are therefore further advised that submission of a Bid on documents other than those obtained from the above address will cause the Bid to be deemed non-responsive.

The Board reserves the right to award an as-needed contract within a period of six (6) months or one hundred eighty (180) days after the receipt of Bids. If necessary, the Board may also request in writing an extension of RFB proposal from all responsive Bidders for additional periods in increments of three (3) months or ninety (90) days, or until a contract has been awarded and approved.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFB SUBMITTAL DEADLINE.**

DESCRIPTION OF REQUESTED SERVICES

For City accounting and payment purposes, each item listed below requires a report generated by the winning Contractor. These reports should reflect all pertinent information as it relates to the test and/or inspection performed. The Report should have the contractor's business name, address, contract number and contact phone and fax numbers. All billings must reflect the winning contractor's bid line item price for the services provided.

Athletic Surface Inspection: Surface inspections include but are not limited to the assessment and inspection of new and existing natural grass turf, all weather turf (synthetic), basketball courts (indoor/ outdoor), volleyball courts (indoor/ outdoor), racquetball courts (indoor/ outdoor), tennis courts, running tracks, playground surfacing and golf greens. Surfaces include, but are not limited to, acrylic color coatings, polyurethane coatings, synthetic and natural clay surfaces.

Testing: Testing of athletic surfaces will include but is not limited to:

- *GMAX (ASTM F1936 and F355A)* – Gives an indication of high impact shock absorption.
- *Shock Absorption and Vertical Deformation:* Measures the impact absorption provided by synthetic turf to a player running (lower extremity impact) or falling on as well as the foot stability of the surface as a player runs across it. Excess deformation of a surface could lead to over strained joints and fatigue.
- *Rotational Resistance (Traction):* Measures the interaction between the shoe sole and the surface of artificial grass relating to the ability of a player to change direction.
- *Slip Resistance Scale and Deceleration:* Measures the ability of studs to slide through the surface without causing the player to slip over. Slip resistance deceleration measures the deceleration experienced by the players shoe as it makes contact with the surface. If the deceleration is too high, damages to joints and ligaments may occur.
- *Vertical Ball Rebound:* Measures how high the ball bounces when falling vertically onto a synthetic turf field. (Although a method for soccer, this also gives an indication of consistent infill levels throughout the playing surface in a low cost tool).
- *Ball Roll:* Measures how far the ball rolls onto synthetic grass compared to natural grass. (Although a method for soccer, this also gives an indication whether or not grass piles are standing up in a low cost tool).
- *Off Site Plant Material Inspections:* This site inspection will include yarn type verification, determining average yarn denier, verifying manufacturing yarn uniformity, pile height, coloration throughout the manufacturing "run", verifying primary backing, perforation requirements, verification that the urethane coating is consistently applied and the turf and tuft binding is strong.
- *Permeability of Synthetic Turf Sports Field Base Stone and Surface System (ASTM F2898):* Measures the permeability of synthetic turf systems through a simple method, requiring no special testing apparatus, that would decrease the potential for user technique and assumption errors while at the same time providing intuitive and observable results. The method uses a predetermined flow rate from a water source, two (2) simple ball valves, sections of hose, a five (5) gallon container of measured volume, stopwatch, markers to mark the extent of water migration on the surface, and a tape measure. Water source flow rate is calculated using the time it takes to fill the five gallon container of measured volume as the basis of flow for each individual test.

Compaction (ASTM D-1557 or D-698): Measures compaction to a dense state to obtain satisfactory engineering properties such as shear strength, compressibility, or permeability. In addition, foundation soils are often

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Athletic Surface Inspection, Testing and Related Professional Services

compacted to improve their engineering properties. Laboratory compaction tests provide the basis for determining the percent compaction and molding water content needed to achieve the required engineering properties, and for controlling construction to assure that the required compaction and water contents are achieved.

- *Thickness*: Testing the surface for thickness using a Rich Meters Model RM-660, or equivalent.
- *Testing, Inspections and Approvals*: Testing, Inspections, and Approvals for sports surfacing for Tennis Courts, Basketball Courts and other related venues. Surfaces include, but are not limited to, acrylic color coatings, polyurethane coatings, synthetic and natural clay surfaces. Test the surface for thickness, using a Rich Meters Model RM-660 or equal and:
 - o Assisting and review of the technical bidding documents.
 - o Assist at Pre-Bid and Pre-Construction meetings.
 - o During the installation, making timely up to four visits to the job site to review specifications compliance.
 - o Review all final work and recommend completion.
 - o Test the surface for thickness using a Rich Meters Model RM-660, or equal.
 - o Certify the work as specified is complete and acceptable.
- *ASTM F1292 – 17a*: This test / specification specifies impact attenuation performance requirements for playground surfaces and surfacing materials and provides a means of determining impact attenuation performance using a test method that simulates the impact of a child’s head with the surface. The test method quantifies impact in terms of g-max and Head Injury Criterion (HIC) scores. The Head Injury Criterion or HIC score is an empirical measure of impact severity based on published research describing the relationship between the magnitude and duration of impact accelerations and the risk of head trauma. Two test methods shall be used to determine the impact attenuation of a playground surface or surfacing materials: critical fall height test, and installed surface performance test. The following apparatus shall be required for implementation of the two test methods: temperature measuring device, impact test system, acceleration measurement system, drop height measurement system, and battery-operated equipment.
- *ASTM F1292 – 13* Standard specification for impact attenuation of surfacing materials within the Use Zone of Playground Equipment:
 - o This specification establishes minimum performance requirements for the impact attenuation of playground surfacing materials installed within the use zone of playground equipment.
 - o This specification is specific to surfacing used in conjunction with playground equipment, such as that described in Specifications F1148, F1918, F1951, and F2075.
 - o This specification establishes an impact attenuation performance criterion for playground surfacing materials expressed as a critical fall height.
 - o This specification establishes procedure for determining the critical fall height of playground surfacing materials under laboratory condition. The laboratory test is mandatory for surfaces to conform to the requirements of this specification.
 - o The laboratory test required by this specification addresses the performance of dry surfacing materials.
 - o The critical fall height of a playground surfacing material determined under laboratory conditions does not account for important factors that have the potential to influence the actual performance of installed surfacing materials. Factors that are known to affect surfacing material performance include but are not limited to aging, moisture, maintenance, exposure to temperature extremes (for example, freezing) exposure to ultraviolet light, contamination with other materials, compaction, loss of thickness, shrinkage, submersion in water, and so forth.
 - o This specification also establishes a procedure for testing installed playground surfaces in order to determine whether an installed playground surface meets the specified performance criterion.

Request for Bids:

Athletic Surface Inspection, Testing and Related Professional Services

- The results of a field test determine conformance of installed playground surfacing materials with the criterion of this specification and are specific to the ambient condition under which the test was performed.
- The impact attenuation specification and test methods established in this specification are specific to the risk of head injury. There is only limited evidence that conformance with the requirements of this specification reduces the risk of other kinds of serious injury (for example, long bone fractures).
Note 1-The relative risk of fatality and of other different degrees of head injury may be estimated using information in Appendix X1, which shows the relationships between the Head Injury Criterion (HIC) scores of an impact and the probability of head injury.
- This specification related only to the impact attenuation properties of playground surfacing materials and does not address other factors that contribute to the fall-related injuries. While it is believed that conformance with the requirements of this specification will reduce the risk of serious injury and death from falls, adherence to this specification will not prevent all injuries and deaths.
- The values stated in inch-pound units are to be regarded as standard. The values given in parentheses are mathematical conversion to SI units that are provided for information only and are not considered standard.
- This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory requirements prior to use.

Related Professional Services: may include but are not limited to, submittal review and approval of bids / plans / renderings / drawings / list of materials to be used / design plan / code compliance / workmanship, sub-base and final athletic surface inspection and approval in accordance to the City's scope of work and performance specifications, material inspection, approval and certification (on and off site), athletic surface installation inspection, certification, project design / engineering / plans / drawings / renderings (etc.), and / or any other pre or post review as it relates to athletic surface installation.

For City accounting and payment purposes, each item listed above requires a report generated by the winning Contractor. These reports should reflect all pertinent information as it relates to the test and/or inspection performed. The Report should have the contractor's business name, address, contract number and contact phone and fax numbers. All billings must reflect the winning contractor's bid line item price for the services provided.

EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to RAP's need to complete the contract work associated with this RFB as expeditiously as possible, the Board has requested that all Bidders be advised of the following:

- It is the intention of the Board to award an as-needed pre-qualified contract to the Bidder who meets the minimum Bids outlined in this document.

RAP CONTACT FOR INFORMATION AND ASSISTANCE

Requests for clarification of conflicts and/or omissions from the RFB and/or contract documents shall be addressed in writing to the Contract Administrator:

Robert Feld
Department of Recreation
and Parks Finance Division
221 North Figueroa Street,
Suite 180 Los Angeles,
California, 90012

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

Phone: 213-202-5621
Fax # 213-202-2614 (Cover sheet
Required) E-mail:
robert.feld@lacity.org

MANDATORY PRE-BID MEETING

Bidders are required to attend a **mandatory pre-bid meeting scheduled for TBD, at the City of Los Angeles, Department of Recreation and Parks, 221 N. Figueroa Street, Room 300 A, Los Angeles, CA 90012.**

The purpose of the meeting is to inform prospective Bidders of the submittal information and provisions relative to this RFB, including the City's Business Inclusion Program, Equal Benefits Ordinance, Labor Code compliance, and any other applicable requirements.

NON-MANDATORY MEETING

A second non-mandatory meeting will be held on **TBD at the City of Los Angeles, Department of Recreation and Parks, 221 N. Figueroa St., Room 300A, Los Angeles, CA 90012 for the purpose of assisting with questions regarding the RFB and/or submission process.** Attendance at this meeting is not required, however, it is highly suggested that any potential bidders with questions attend for an assistance in the submittal process.

SUBMITTAL DEADLINE/OPENING OF BIDS

Bids must be received no later than **TBD.**

NO facsimile Bids or facsimile modifications of Bids will be accepted. Supplemental material may be requested by the City and shall be submitted by the Bidder in original form to RAP at the address provided above.

Bidders are invited to attend the public session in which the RFB Bids will be opened. At the session, each Bidder's name and their respective bid prices will be announced. The lowest qualified bidder will not be determined at the bid opening session. Such determination will be assessed by RAP Staff and all Bidders will be notified of RAP Staff's recommendation for lowest qualified bidder.

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFB.

REVIEW OF BIDS

After the Bids are opened, City staff will review the RFB Bids and MAY make recommendations to the Board at a date to be determined regarding the award of an as-needed contract to the qualified Bidder (if any) with the lowest bid. The Bidder's qualifications will be reviewed and verified by Staff. If the City determines that additional information is required, the City will request it.

REJECTION OF BIDS/RE-ISSUANCE OF RFB

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

Athletic Surface Inspection, Testing and Related Professional Services

timely and satisfactorily perform any contract with the City.”

BIDDER ERRORS/WITHDRAWAL OF BIDS

In general, a Bidder will not be released on account of errors. After Bids have been opened and declared, no Bids shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Bidder sends within five (5) calendar days after the opening of the Bids, a written notice of a material error in the Bid to the Board Secretary at the following address:

Board of Recreation and Park
Commissioners Attention: Board
Secretary

221 North Figueroa St.,
Suite 300 Los Angeles, CA
90012

In the notice, the Bidder:

- Specifies that the error results in a Bid that is materially different than intended and describes in detail how the error occurred;
- Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Bidder must respond within two (2) working days after receiving notification from the Board Office);
- Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Bid from them on this contract should there be a need to re-issue this RFB.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFB under the section entitled, *Subletting and Subcontractors*.

RFB SUBMITTAL ITEMS

Bidders must submit **two (2)** complete RFB Bids, plus **one (1)** electronic copy either in CD or Flash Drive format. Each original Bid must include the entire RFB document, with any Addenda, and all required information, forms, compliance documents, and documentation with original (wet ink – preferably in blue) initials and signatures in a sealed envelope addressed to the Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa St., Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder’s name and address, with “**BID ENCLOSED**” indicated in bold letters, and must be received at the above address not later than **TBD** of the RFB submittal date designated on page 3 of this RFB, entitled “License Requirements/Important Dates.” Bidders are invited to be present at the time of RFB opening at the above address, however, are not required to be present, at the time indicated. No Facsimile, telegraphic or telephonic Bids or telegraphic modifications of Bids will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above.

USE OF CITY-ISSUED FORMS

Bidders must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFB Bid **may** be cause for rejection of the Bid.

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

SIGNATORIES AND SIGNATURE BLOCKS

Bidders must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with bid may render the Bid non-responsive):

If the Bidder is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name. A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation must be provided. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

AFFIDAVIT OF NON-COLLUSION

Each Bid must have thereon, or attached thereto, the Non-Collusion Affidavit verifying that such Bid is genuine, and not sham or collusive, or made in the interest or on behalf of any person not therein named; and that the Bidder has not directly, or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm or corporation to refrain from Responding; and that the Bidder has not in any manner sought, by collusion, to secure for himself an advantage over any other Bidders. Any Bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the Bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. Any Bidder making a false affidavit may be excluded from future bidding. These terms and conditions shall apply to the full three (3) year term of this contract.

LIVING WAGE ORDINANCE/SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three

(3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to the Living Wage Ordinance and Service Contractor Worker Retention Ordinance for further information regarding the City's requirements.

Bidders/Proposers who believe that they meet the Bids for one (1) of the exemptions described in the LWO List of

Athletic Surface Inspection, Testing and Related Professional Services

Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix. (LWO/SCWRO RFB/RFB/RFB Language, Rev. 08/12)

LOS ANGELES MUNICIPAL LOBBYING ORDINANCE AND FORMS

In accordance with Section 48.09(H)(1) of the Municipal Lobbying Ordinance: “Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed 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 under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.”

The Bidder Certification CEC Form 50 is the aforementioned certification form prescribed by the City Ethics Commission. In addition to CEC Form 50, CEC Form 55 (Prohibited Contributors form) must be submitted. Bidders must download and complete both fillable forms and include the requisite two (2) originals of each form in Bid to this RFB.

Please refer to the Los Angeles Municipal Lobbying Ordinance for information regarding the City’s requirements.

For the CEC forms, please refer to the Table of Contents and under “Forms and Attachments”, click on the links to the CEC forms; the appropriate forms must be submitted with the Bid.

EQUAL BENEFITS ORDINANCE AND FIRST SOURCE HIRING ORDINANCE FORMS

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO) AND First Source Hiring Ordinance (FSHO) Benefits Ordinance Affidavit.

All Bidders/Proposers/Bidders shall complete the EBO and FSHO Affidavit (two [2] pages) available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a

City contract, the value of which exceeds Five Thousand Dollars (\$5,000.00). The EBO FSHO Affidavit shall be effective for a period of twelve (12) months from the date it is first completed on-line on the City’s BAVN. Bidders/Proposers/Bidders do not need to submit supporting documentation with their bids, Bids or Bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Please refer to the Equal Benefits Ordinance and First Source Hiring Ordinance for information regarding the City’s requirements. Bidders/Proposers/Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration’s web site at <http://bca.lacity.org>.

PROTEST PROCEDURES

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board of Recreation and Park Commissioners. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Bidder prior to pursuing any legal remedy which may be available. For this reason, no Bidder shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion.

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

Athletic Surface Inspection, Testing and Related Professional Services

However, failure by a Bidder to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board of Recreation and Park Commissioners to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests be received prior to the Board's award of this contract.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park
Commissioners Attention: Board Secretary
Figueroa Plaza
221 N. Figueroa St., Suite
300 Los Angeles,
California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission.

3. If filing a protest against another Bidder, the Board will only consider such protests if it appears that either Bidder may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Bidder who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

BIDDER QUALIFICATIONS PROCESS

All required qualifications requested below must be provided by the Bidder on a separate document/s.

All Bids submitted will have a Level I and Level II review. The Level I review will focus on whether the Bidder submitted a completed Bid package as required. All required forms will be reviewed for context and required signatures. If Bidder did not provide a completed bid package, they may be deemed non-responsive and will not proceed to a Level II review.

Request for Bids:

Athletic Surface Inspection, Testing and Related Professional Services

A Level II review will focus on the actual qualifications provided by the bidder on the required minimum work experiences, membership of professional organization, professional liability insurance minimum levels and the presentation of the minimum projects performed as required in the qualification section. All projects submitted will be reviewed and if necessary all references may be contacted to verify accuracy of information provided by Bidder. If Bidder passes both the Level I and Level II review, the award of this contract, if awarded, will be based solely on lowest bid price. Please note that lowest overall bid price will be determined by a weighted average of each line item as described on the attached bid (see attachment C).

The intent of this RFB is to identify the best qualified contractor and the lowest bid price to perform such services. This contract will be an as-needed, three (3) year contract to provide RAP with athletic surface inspection, testing and related professional services.

MINIMUM BIDDERS QUALIFICATION

- 1) Bidder must have ten (10) years of experience self-performing third-party athletic field testing which includes but is not limited to *GMAX, Shock Absorption and Vertical Deformation, Rotational Resistance (Traction), Slip Resistance Scale and Deceleration, Vertical Ball Rebound and Ball Roll Tests*. Bidder must provide a job history reflecting work performed going back to April 1, 2014 to current, description of test/s performed, type of equipment used for test (Deltec, Clegg, etc.), valid contact person/s and contact phone numbers who can verify work performed.
- 2) Bidder must currently have Professional Liability Insurance of One Million Dollars (\$1,000,000.00) or more, and or other coverages as applicable (see Attachment B Form 146 Insurance Requirements) (insurance must be in place prior to execution of the Contract and must keep the insurance current for the duration of the contract term).
- 3) Bidder must own and self-operate independent manufactured equipment not associated to any testing company. No conflict of interest will be allowed as it relates to the Tester's association with the Testing Equipment Manufacturer.
- 4) Work Experience: Bidder must provide a list of ten (10) synthetic field projects in the State of California, within the last five (5) years. The Bidder must have performed the following tasks for all qualifying projects:
 - a) Off-site plant material inspections: Bidder must provide evidence that they have performed a plant material inspection for each project listed. The plant material inspection must have included yarn type verification, determining average yarn denier, verifying manufacturing yarn uniformity and pile height and coloration throughout the manufacturing "run", verifying primary backing, perforation requirements and verifying the urethane coating is consistently applied and the turf and tuft binding is strong. Bidders must provide actual reports generated for client. All client information on report should be blacken out.
 - b) Field Testing, which includes GMAX, Shock Absorption and Vertical Deformation, Rotational Resistance (Traction), Slip Resistance Scale and Deceleration, Vertical Ball Rebound and Ball Roll Tests for each project. Bidder must provide copies of at least five (5) reports associated with your qualified listed projects.
 - c) Bidder must have inspected and provided a final report certifying that the fields of each of the ten (10) projects were safe for play. Please include all report copies of all ten (10) fields certified by Bidder.
- 5) Bidder must be a current member of the Sports Turf Managers Association (STMA). Bidder must provide evidence of their current membership affiliation.

***Note All Qualifying job references, proof of licenses / certifications / and or memberships must be submitted**

IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

Request for Bids:
Athletic Surface Inspection, Testing and Related Professional Services

on the attached Qualification Submission Page (print as many copies as required).

CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED BIDDER

MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS

All Bidders are advised to refer to the Specifications and Proposed Contract Language for modifications to the Standard Specifications for Recreation and Parks Construction Contracts.

PREVAILING WAGES (If Applicable)

A contract awarded hereunder may require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

PERFORMANCE BOND

A Performance Bond may be required once an as-needed project is awarded to Contractor. Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the City may proceed against Contractor immediately upon default in the performance of the Contract as defined in the agreement. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

Additionally, if a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten

(10) working days after notice of award of any as-needed contract. Submit proof of Performance Bonds to:

City of Los Angeles Department of Recreation and
Parks Jim Newsom, Contract Administrator
6335 Woodley Ave.
Van Nuys, California,
91406

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFB SUBMITTAL DEADLINE.**

OFFICE OF CONTRACT COMPLIANCE FORMS

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Bidder. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFB.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract
Administration Office of Contract Compliance
1149 South Broadway,
Suite 300 Los Angeles, CA
90015
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

CONTRACTOR PARTICIPATION

The Prime Contractor shall perform 100% of the total project awarded as it relates to athletic surface inspection, testing and related professional services, unless otherwise authorized by the Contract Administrator. Subcontracting may be allowed on a case by case basis.

COMMENCEMENT AND COMPLETION OF WORK

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

SAFETY ORDERS

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFB and the resultant as-needed contract, as well as any safety requirements thereof.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:
Athletic Surface Inspection, Testing and Related Professional Services**

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

CALIFORNIA STATE BILL (SB) 854 (If Applicable)

SB 854 took effect in the beginning 2015. All Bidders responding to this RFB must be in compliance with SB 854.

Among other requirements of this law, all Bidders, Contractors and Sub-contractors bidding on public works projects must be register with the state and pay the required annual fee to the Department of Industrial Relations (DIR). All Bidders, Contractors and Sub-contractors must be in compliance with SB 854 and remain current during the terms of this contract. If awarded Contractor and/or Sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation. More information on SB 854 can be found at the following website: <http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>

SECURITY GUARD SERVICES

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and Bids and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer permits form the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

TAXES

Contractor shall cooperate with the City, State, and Federal Government in all matters relating to taxation and the collection and or payment thereof.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFB SUBMITTAL DEADLINE.**

STANDARD PROVISIONS FOR CITY CONTRACTS

By submitting a bid for the RFB, bidders acknowledge and agree that the Standard Provisions for City Contracts (Rev. 10/17)[v.3] which is attached as Section III to this RFB shall be incorporated into the contract awarded as part of this RFB.

Section II

COMPLIANCE PACKAGE

COMPLIANCE DOCUMENTS

REQUEST FOR BID

Los Angeles Department of Recreation and Parks
Contracts Unit
221 N. Figueroa St. Suite 180
Los Angeles, CA 90012
Telephone: (213) 202-5621
Fax: (213) 202-2614 (cover sheet required)
Web: www.laparks.org/proposal.htm



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

COMPLIANCE DOCUMENTS –
REQUEST FOR BID
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SUB SECTION I – Compliance Documents to be submitted by All Respondents

Initial

A.	Respondent’s Signature Declaration and Affidavit	_____
B	Disposition of Proposals / Bids	_____
C.	Certification of Compliance with Child Support Obligations	_____
D.	Contractor Responsibility Ordinance Statement	_____
E.	Contractor Responsibility Ordinance – Pledge of Compliance	_____
F.	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)	_____
G.	Business Inclusion Program	_____
H.	Municipal Lobbying Ordinance/Bidder Certification – CEC Form	_____
I.	Los Angeles Residence Information	_____
J.	Reporting Requirements after Award of Contract	_____
K	Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H)	_____
L.	Equal Employment Practices Certification	_____
M.	Child Care Policies	_____
N.	Iran Contracting Act of 2010	_____
O.	Americans with Disabilities Act Certification	_____
P.	Out Of State Bidders	_____
Q.	Contractor Governmental Project / Key Employee Reference Sheet	_____
R.	Information Release Form	_____
S.	Reporting Requirements After Award Of Contract	_____
T.	Non Collusion Affidavit	_____

SUB SECTION II – Compliance Documents to be submitted by Potential Awardees

U.	Business Tax Registration Certificate	_____
V.	City-Approved Proof of Insurance	_____
W.	City-Approved Performance Bond	_____
X.	Form W-9, Request for Taxpayer Identification Number (TIN) and Certification	_____
Y.	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms	_____
Z.	Slavery/border Wall Disclosure Affidavit	_____
A-2.	Equal Benefits Ordinance Statement/First Source Hiring Ordinance Compliance Affidavit	_____



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SUB SECTION I

Compliance Documents to be submitted by All Respondents

SECTION A

RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS:

- a. Sign and Notarize the Document
- b. Submit with the Response

Signatures:

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the **PRESIDENT** and **SECRETARY** of the corporation sign the affidavit on behalf of the corporation, but a **VICE-PRESIDENT** may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

AFFIDAVIT TO ACCOMPANY PROPOSALS / BIDS

I/We, _____

being first duly sworn, deposes and states: That the undersigned

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal / bid:

Affiant deposes and states: That said proposal / bid is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal /bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the 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 proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

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

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal / bid;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal / bid price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal / bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal / 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 persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal / bid or cancellation of any concession contract awarded pursuant to this proposal / bid.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

PROPOSALS / BIDS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL

SECTION B

DISPOSITION OF PROPOSALS/ BIDS

All Responses submitted in response to the RFB shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

INSTRUCTIONS:

- a. Sign the Document
- b. Submit with the Response

Signatures:

The person signing must be authorized to bind the Respondent.

DISPOSITION OF PROPOSALS / BIDS

All proposals / bids submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal / bid that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal / bid that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals / Bids and agree that the City of Los Angeles may release any materials and information contained in the proposal bid submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal / Bid.”

Signature of person authorized to bind proposer

Date

SECTION C

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

Responders must complete, sign, and return with their response the “Certification of Compliance with Child Support Obligations.”, and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.

- III. Definition of a Stated Child Care Policy** – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance** – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
- A. **EMPLOYER SUBSIDIZED CHILD CARE CENTER(S)** –
Group care for children (may range from twelve (12) to three hundred (300) children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school- age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.
 - B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
 - C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS**
Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
 - D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE**
System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
 - E. **PAID PARENTAL LEAVE**
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
 - F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
 - G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
 - H. **CHILD CARE REFERRAL SERVICES**
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
 - I. **PARENTING SEMINARS**

Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

J. COUNSELING OF A SELF-SUPPORTING CENTER

Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. START-UP OF A SELF-SUPPORTING CENTER

Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. FLEXIBLE WORK HOURS

Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.

N. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

O. PERMANENT PART-TIME/JOB SHARING

Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. UNPAID PARENTAL LEAVE

Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Bids, Requests for Bids, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit Bids 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, proposal or Bid will result in the bid or proposal being deemed unresponsive and being rejected.**

INSTRUCTIONS:

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that _____ will:

Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it 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 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 Office or Representative Print Name

Title Telephone Number

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

<http://bca.lacity.org/>

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Bidder shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

All Bidders shall complete and return, with their Bid, the Responsibility Questionnaire (Exhibit E), see attachment file for Questionnaire) included in the Exhibit Section. Failure to return the completed questionnaire may result in a Bidder being deemed non-responsive. (CRO RFB Language – rev 7/1/03)

ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the ordinance, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its Bids to the responsibility questionnaire within thirty calendar days after any change to the Bids previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

2. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
3. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
5. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

INSTRUCTIONS:

The questionnaire must be completed, appropriately signed, and submitted with the proposal / bid (Including All Pages Following).

CITY OF LOS ANGELES

CONTRACTOR RESPONSIBILITY ORDINANCE (Los Angeles Administrative Code Section 10.40 et seq.)

1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

5. When did the Ordinance become applicable?

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Bids, “sole-sourced” contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

6. If an IFB is subject to the CRO, what must a department do?

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

7. What is a Responsibility Questionnaire?

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer’s responsibility, as well as any information contained in the Office of Contract Compliance’s Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer’s prior performance on City contracts.

8. What must a bidder/proposer do when responding to an IFB?

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

9. Is a separate Questionnaire required for each IFB?

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City’s Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to “sole-sourced” contracts, so the completed Questionnaire from a proposed “sole-sourced” contractor must be forwarded to the appropriate DAA for posting.

How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

11. What happens during the fourteen (14) calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

12. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

13. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

14. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

15. What happens if a contractor is found to be in violation of the Ordinance?

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

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

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

17. Are there any exemptions under the Ordinance?

Generally, two (2) categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

18. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within thirty (30) days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number and Project Title (if applicable)	Bid	Date

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated _____/_____/_____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____/_____/_____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

List those who own (5%) or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of five percent (5%) or more of the corporation's stock.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: / /

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

B. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns fifty percent (50%) or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five (5) years?

Yes No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five (5) years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document.
[CPCC §20101(a)]**

FINANCIAL RESOURCES AND RESPONSIBILITY

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

Yes No

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

6. Is your firm now, or has it ever been at any time in the last five (5) years, the debtor in a bankruptcy case?

Yes No

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

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes No

If **Yes**, explain the circumstances on Attachment B.

C. INSURANCE

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

Yes No

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

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

Workers' Compensation Insurance Policy Currently in Effect

Legally Self-Insured

No Workers' Compensation Policy Currently in Effect

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three (3) years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: ___EMR-1: ___ YR 2: ___EMR-2: ___ YR. 3: ___EMR-3:

11. Within the past five (5) years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes No

If yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

D. PERFORMANCE HISTORY

12. How many years has your firm been in business? _____ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No

If, **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last ten (10) years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five (5) years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.
 Check the box if you have not had any similar contracts in the last five (5) years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?
 Yes No
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five (5) years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes No
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five (5) years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?
 Yes No
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

E. DISPUTES

18. In the past five (5) years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

- (a) Payment to subcontractors?
 Yes No
- (b) Work performance on a contract?
 Yes No
- (c) Employment-related litigation brought by an employee? Yes No

- Yes No

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

19. In the past five (5) years, has your firm been assessed liquidated damages on a contract?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

F. COMPLIANCE

20. In the past five (5) years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

21. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

22. In the past five (5) years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last three (3) years.

BUSINESS INTEGRITY

24. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes **No**

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes **No**

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

Yes **No**

25. In the past five (5) years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes **No**

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

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page

ATTACHMENT B FOR SECTIONS D THROUGH I

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page

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ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

California's Department of Justice LOCAL

ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

SECTION E

CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

INSTRUCTIONS:

- a. Complete and sign the document
- b. Submit with the Response

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three (3) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty (30) calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm

http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm

PREVAILING WAGES (If Applicable)

A contract awarded hereunder may require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal / bid prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

INSTRUCTIONS:

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

CITY OF LOS ANGELES

LIVING WAGE ORDINANCE

(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

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

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

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

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

6. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

- Service agreements that are less than three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a twelve (12) month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
 - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.

Form OCC/LW-10 (Rev. 6/09)

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
 - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
 - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
 - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). **REQUIRES COUNCIL APPROVAL.**

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:		
1. Company Name: _____ Phone Number: _____		
2. Company Address: _____		
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____		
4. Type of Service Provided: _____		
EXEMPTION INFORMATION:		
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:		
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED	
<input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form. 	
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.	
I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.		
_____ Print Name of Person Completing This Form	_____ Signature of Person Completing This Form	
_____ Title	_____ Phone #	_____ Date
ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.		
AWARDING DEPARTMENT USE ONLY:		
Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____		
Approved / Not Approved – Reason: _____		
By Analyst: _____ Date: _____		

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____ Phone # _____	Date _____
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

CITY OF LOS ANGELES
SERVICE CONTRACTOR WORKER RETENTION
ORDINANCE
(Los Angeles Administrative Code Section 10.36 et seq.)

1. What is the Service Contractor Worker Retention Ordinance?

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

3. What types of agreements are covered by the Ordinance?

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

4. What does the Ordinance require a terminated contractor to do?

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

5. What does the Ordinance require a successor contractor to do?

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least twelve (12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

6. Do the employees retained under the Ordinance receive any additional protection?

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

7. Does the successor contractor have to retain all the prior contractor's employees?

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

9. What happens if an employee is discharged in violation of the Ordinance?

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

10. What if a contractor is found to be in violation of the Ordinance?

The City may terminate the agreement or pursue other legal remedies.

11. Who is responsible for administering and enforcing the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

SECTION G

BUSINESS INCLUSION PROGRAM (BIP)

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFB. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), www.labavn.org.

INSTRUCTIONS:

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

CITY OF LOS ANGELES
BUSINESS INCLUSION PROGRAM (BIP) FOR A
REQUEST FOR BID (RFB)

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Bidder will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Bidder's BIP outreach documentation. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A Bidder's failure to utilize and complete their BIP Outreach may result in their proposal / bid being deemed non-responsive.

All BIP Outreach documentation must be submitted with the bid response submittal deadline.

Note – the BIP Outreach closes on its own deadline which is prior to submittal deadline for bid responses.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFB
WBE Participation:	See RFB
SBE Participation:	See RFB
EBE Participation:	See RFB
DVBE Participation:	See RFB

NOTE: It is recognized that it is not possible at the time of submission of the RFB response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFB. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at bca.biphelp@lacity.org.

**DEPARTMENT OF PUBLIC WORKS' POLICY
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR BID (RFB) SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at bca.biphelp@lacity.org.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00).
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least ten (10%) or more, and the veteran must reside in California.
8. Certification must be current **on the date the task work order for the project is assigned** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
- a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance 1149 S.
Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://bca.lacity.org/>
- b. CalTrans
State of California, Department of Transportation, Civil Rights Group 1823
14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>

c. Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department

1 Gateway Plaza, Los Angeles, CA 90012

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

Internet address: <http://www.mta.net>

d. Southern California Minority Supplier Development Council, Inc. (for a fee) 800

W. 6th Street, Suite 850, Los Angeles, CA 90017

Telephone: (213) 689-6960 FAX: (213) 689-1707

Internet address: <http://www.scmsdc.org>

9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their RFB response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. **BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFB respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (www.lacity.org) and linking onto "Bids, RFPs & Grants" or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFB response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at ITA.BAVN@lacity.org.
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at bca.biphelp@lacity.org.
3. If you are not contacted within fifteen (15) minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	ATTENDED PRE-SUBMITTAL MEETING
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The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months.

Required Documentation: An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months as is evidenced by the event attendance documents.

Note: If the RFB states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFB response being deemed non-responsive.

Note: City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

4	WRITTEN NOTICES TO SUBCONSULTANTS
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFB responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

Required Documentation: E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent’s responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person's name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent’s failure to utilize this notification function will result in their RFB response being deemed non-responsive.

Note: Respondents will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. In utilizing the BAVN’s notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

Required Documentation: Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

Note: For purposes of RFBs, making a copy of the RFB available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using BAVN.

Required Documentation:

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) the responses and/or bids received;
 - 2) the name of the subconsultant who submitted the bid/quote;
 - 3) a brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule A. **All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFB response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFB response being deemed non-responsive.

Note: For the purposes of this RFB only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFB response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFB response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFB submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
---	--

Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

Note: At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

D. AWARD OF CONTRACT

The Board reserves the right to reject any and all RFB responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of potential subconsultants, the following shall apply for the purpose of this Program:

1. **Substitution During Contract Duration:** The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution:** The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each item of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)

Respondents shall submit with their RFB response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal / bid for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal / bid for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

2. Task Work Order List of Subconsultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals / bids in accordance with Charter Section 371.

Schedule A
LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,
 SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals / bids from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Bid for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

 Signature of Person Completing this Form

 Printed Name of Person Completing this Form

 Title Date

MUST BE SUBMITTED WITH THE RFB RESPONSE

SCHEDULE B

TASK WORK ORDER LIST OF SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title	Work Order Number
----------------------	--------------------------

Contractor	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

Signature of Person Completing this Form

Printed Name of Person Completing this Form

Title
Date

MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED

SCHEDULE C MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

Project Title	Contract No.
---------------	--------------

Consultant	Address
------------	---------

Contact Person	Phone/Fax
----------------	-----------

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:
	DOLLARS	PERCENT	_____
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:
TOTAL WBE PARTICIPATION	\$	%	_____
TOTAL SBE PARTICIPATION	\$	%	Title: _____ Date: _____
TOTAL EBE PARTICIPATION	\$	%	_____
TOTAL DVBE PARTICIPATION	\$	%	_____
TOTAL OBE PARTICIPATION	\$	%	_____

MUST BE SUBMITTED WITH EACH INVOICE

**SCHEDULE D
FINAL SUBCONTRACTING REPORT**

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

Name, Address, Telephone No. of all Subconsultants Listed on Schedule C	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form Printed Name Title Date

SUBMIT WITHIN 15 DAYS OF TASK WORK ORDER COMPLETION

SECTION H

MUNICIPAL LOBBYING ORDINANCE (MLO)

The City's Municipal Lobbying Ordinance (Ord No. 169916) 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 Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

<https://ethics.lacity.org/contracts/bidders/>

INSTRUCTIONS:

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.



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

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:	Awarding Authority (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); 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(l):
 - 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 § 10.37.1(l)(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.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: _____ Signature: _____
 Name: _____
 Title: _____

Los Angeles Administrative Code § 10.40.1

- (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

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(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.

SECTION I

LOS ANGELES RESIDENCE INFORMATION

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

INSTRUCTIONS:

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Address:

II. Total Number of Employees in the Organization:

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

_____ ; Percentage Residing in the City: _____

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within The

City: _____ ; Percentage Residing in the City: _____

SECTION J

REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10th of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

INSTRUCTIONS:

1. Complete and sign the document.
2. Submit with the Response.

REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10th) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City’s Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor’s payment requests.

Contractor/Bidder/Respondent has read the “REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT” above and made it a part of the Response documents for this contract.

Contractor or Name of Company

By: (Signature)

Date

SECTION K

COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) (MEASURE H)

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or ethics.lacity.org.

INSTRUCTIONS:

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable): _____

Date Bid Submitted: _____

Description of Contract (title of RFP and services to be provided): _____

City Department Awarding the Contract: _____

BIDDER INFORMATION

Name: _____

Address: _____

Email: _____ Phone: _____

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: _____ Signature: _____

Name: _____

Title: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: _____

Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

SECTION L

NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four [4] pages) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a “Notice to Proceed” to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

INSTRUCTIONS:

1. Complete and sign the document.
2. Submit with the Response.

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that 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 the LAAC. 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.

I. Los Angeles Administrative Code Section 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.

II. Los Angeles Administrative Code Section 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.** 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.

Equal Employment Practices Provisions Certification –

The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE/E-MAIL

SECTION M

CHILD CARE POLICIES

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

INSTRUCTIONS:

1. Complete and sign the document in two (2) places.
2. Submit with the Response

CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
- A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERRAL SERVICES**
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. **PARENTING SEMINARS**
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.
- J. **COUNSELING OF A SELF-SUPPORTING CENTER**
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.
- K. **START-UP OF A SELF-SUPPORTING CENTER**
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. FLEXIBLE WORK HOURS

Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of “core” working hours during which an employee must be present at the work site.

N. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

O. PERMANENT PART-TIME/JOB SHARING

Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. UNPAID PARENTAL LEAVE

Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals, Requests for Qualifications, Requests for Bids, Invitations for Bids, advertisements 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

VENDOR CHILD CARE POLICY PROGRAM

CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the “Child Care Policy of the City of Los Angeles, XI. Vendors” as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A “stated child care policy” may include services and/or benefits for employees and their families, including infants through school- age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One YES NO
 DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?
 If YES, please attach a copy

Part Two
 DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?
 If YES, please check which from(s) of assistance

Level I Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a “consortium center”	<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____		

I HAVE READ AND COMPLETED:

(Signed) _____	(Date) _____
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For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator’s Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed: _____	Expiration Date: _____
-------------------	------------------------

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the
Proposal / Bid

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 Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain 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 subcontracts 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 of Business

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

SECTION N

IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals / bids for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at

<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>

INSTRUCTIONS:

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals / bids for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE (1)** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution(printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

SECTION O

AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION

All Respondents receiving an award under this RFB must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

INSTRUCTIONS:

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFB after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

**CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS
WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SECTION P
OUT-OF-STATE BIDDERS

OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: _____

If Bidder has no permit number, check box below and sign.

No Permit Number: [] _____

Signature: _____

Date: _____

SECTION Q

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET/
GOVERNMENTAL PROJECT SHEET**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET
CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Please print additional pages if require

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State _____ Zip Code _____

Awarding Agency Telephone Number (Include Area Code) _____

Awarding Agency Project Liaison _____

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State _____ Zip Code _____

Awarding Agency Telephone Number (Include Area Code) _____

Awarding Agency Project Liaison _____

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State _____ Zip Code _____

Awarding Agency Telephone Number (Include Area Code) _____

Awarding Agency Project Liaison _____

Project Liaison Telephone Number (Include Area Code) _____

Please print additional pages if required

SECTION R
INFORMATION RELEASE FORM

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid 3 to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have

understood it. Name: _____ Title: _____

Signature: _____ Date: _____

Firm's Name: _____ Phone: _____

Firm's Address: _____

Street,

City, State

Zip

SECTION S

REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT

REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10th) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Bidder has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Bid documents for this contract.

Contractor or Name of Company

By: Signature Date

SECTION T

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS / BIDS

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS / BIDS

I/We, _____

being first duly sworn, deposes and states: That the undersigned

_____ (Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of _____ (Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal / bid:

Affiant deposes and states: That said proposal / bid is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal / bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the 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 proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

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

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal bid;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal / bid price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal / bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal / 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 persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal / bid or cancellation of any contract awarded pursuant to this proposal/ bid.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ (Signature)

(Month / Year) (Title)

(Notary Public) (Date)

PROPOSALS / BIDS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SUB SECTION II

Compliance Documents to be submitted by Selected Proposer

SECTION U

BUSINESS TAX REGISTRATION CERTIFICATE

All Respondents receiving an award under this RFB must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

INSTRUCTIONS:

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFB after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

You may register On Line as a new business in the City of Los Angeles, or renew your Business Tax Registration Certificate at: <http://finance.lacity.org/online-taxpayer-services>

**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 (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, 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 yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

IF YOU HAVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

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

Explanation:

SECTION V

CITY-APPROVED PROOF OF INSURANCE

In addition to the insurance requirements set forth in the RFB, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 146 for more information about the City insurance requirements

(Rev. 05/18)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

- 1. Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
- 2. When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
- 3. Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non- payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named

Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment

owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

INSTRUCTIONS:

Respondents shall comply with the City insurance requirements in Form Gen 146 (see separate exhibit attached to RFB) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFB.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER 	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED 	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Los Angeles is an additional insured by blanket endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Los Angeles
Applicant's Declaration of Self-Insurance

It is hereby RESOLVED that:

Name and Address of Organization:

which is a For-profit Corporation, Non-profit Corporation, General Partnership, Limited Partnership, Sole Proprietor
 Other: _____ has a formal program to self-insure _____ exposure in the amount
(type of coverage)
of \$ _____ per occurrence, and \$ _____ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
--	--

Declaration

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this _____ day of _____, 20____, at _____
(Place)

(Signature) and _____
(Signature)

(Print name and title) and _____
(Print name and title)

Telephone: _____

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
--------------------	---

SECTION W

CITY-APPROVED PERFORMANCE BOND

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

INSTRUCTIONS:

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFB language for instructions on how to submit proof of the performance bond.

SECTION X
FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER (TIN) AND
CERTIFICATION

The Department requires Form W-9, “Request for Taxpayer Identification Number (TIN) and Certification,” from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal /bid deposits or processing payments.

INSTRUCTIONS:

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents’ legal business name as listed on the Responder’s Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

SECTION Y

LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE ADDITIONAL FORMS

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm

http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm

INSTRUCTIONS:

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name:	Company Phone Number:
2. Company Address:	
3. Awarding Department:	
4. Project Name:	
<p>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</p>	

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name:	Company Phone Number:
2. Company Address:	
3. Type of Service Provided by Subcontractor to Prime:	
4. Amount of Subcontract: _____ Subcontract Start Date: ____/____/____ End Date: ____/____/____	
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.	
Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

LWO – EMPLOYEE INFORMATION FORM
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2008 a wage of at least **\$10.00 per hour with health benefits** of \$1.25 per hour, or **\$11.25 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name:
2. **STATE** the number of employees working **ON THIS CITY CONTRACT**:
3. **ATTACH** a copy of your company’s 1st PAYROLL under **THIS CITY CONTRACT**.
4. **INDICATE** (highlight, underline) on the payroll which employees are working **ON THIS CITY CONTRACT**.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No If YES:
 - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
 - 5b. **STATE** how much, if any, employees pay for co-premiums: \$
6. **SUBMIT** a copy of your company’s current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company’s current UNPAID time off policy for the employees working on the City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

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

_____ Print Name of Person Completing This Form	_____ Signature of Person Completing This Form
_____ Title	_____ Date
_____ Phone #	_____ Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ **Dept Contact:** _____ **Contact Phone:** _____ **Contract #:** _____

LWO – SUBCONTRACTOR INFORMATION FORM
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
 2) Do you have subcontractors working on this City contract? Yes No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person ² Contractor	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> IS SUBJECT TO THE LWO. Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract <input type="checkbox"/> IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> IS SUBJECT TO THE LWO. Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> IS SUBJECT TO THE LWO. Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶

1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

- 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. **Continue to Section V**, and submit this form and all supporting documentation to the Awarding Department for approval.
- 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, **Continue to Section IV**.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

- Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.
- | | |
|--|---|
| 1) Employee Information Form | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 2) Subcontractor Information Form | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |

SECTION V: SIGNATURE

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

Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

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

- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
- (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than eight (8) times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

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

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

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

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

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

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in

Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

EXEMPTION THAT REQUIRES OCC APPROVAL

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor: _____
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____

SECTION I: BUSINESS INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you **DID NOT** check off ANY boxes in PART A, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**
If you checked off ANY boxes in PART A, continue to Section II.

SECTION II: EMPLOYEE INFORMATION

CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:

PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). My company's workforce worked an average of no more than 1,214 hours per month for at least three- fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off ANY boxes in PART C, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**
If you checked off ANY box in PART C, **ATTACH** supporting documentation, **SIGN**, AND **SUBMIT EXEMPTION FORM.**

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

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____ Phone # _____

Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

OCC USE ONLY:

Approved/Not Approved – Reason: _____

By OCC Analyst: _____ Date: _____

SECTION Z

SLAVERY/BORDER WALL DISCLOSURE AFFIDAVIT

Unless otherwise exempt, in accordance with the provisions of the DO/DBWCO, any contract awarded pursuant to this RFB will be subject to the DO/DBWCO, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the DO/DBWCO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Disclosure of Border Wall Contracting Ordinance (DBWCO)

The DBWCO requires that City Contractors disclose all contracts, bids or proposals to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier along the border between the United States and Mexico.

For more details, see the link below: <https://bca.lacity.org/Disclosure-of-Border-Wall-Contracting-Ordinance>

Slavery Disclosure Ordinance (SDO)

The SDO requires that City Contractors disclose whether their company had any participation, investments, or profits derived from slavery during the Slavery Era (prior to 1865). <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>

INSTRUCTIONS:

The selected Respondent shall electronically sign and complete the Slavery/Border Wall Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to the award of a City contract. If the respondent is exempt from this requirement, then the DO/DBWCO form shall be completed and submitted with the response.

[Return to Company Documents](#)

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but **contractors are responsible for updating their Affidavit if changes occur to any information contained therein.**

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm> Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

SECTION I: COMPANY INFORMATION

I, _____, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

BAVN Company Id: _____ EBN/TIN: _____
 Company Name: _____
 Street Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

SECTION II: AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit on LABAVN before a Contract or Contract Amendment can be executed (LAAC Section 10.41 et seq.).

3. The company came into existence in _____ (Four digit year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

The Company found no records that the Company or any of its Predecessor Companies had any Participation or investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

SECTION III: AFFIDAVIT DISCLOSING BORDER WALL CONTRACTING, BIDDING, OR PROPOSALS

Unless otherwise exempt from the Disclosure of Border Wall Contracting Ordinance, a Person/Company entering into a Contract with the City must complete an Affidavit disclosing any and all contracts, bids, or proposals to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico. No Contract shall be awarded to any Person/Company who has failed and accurately complete an affidavit listing all Border Wall bids and Border Wall Contracts (LAAC Section 10.50.2 et seq.).

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to bca.eeoe@lacity.org.

SECTION IV: TERMS OF ACCEPTANCE AND SIGNATURE:

I, _____, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Please type your First and Last Names

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

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 rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

BAVN-DO (07/2018)

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

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 rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

SECTION A2

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/
FIRST SOURCE HIRING ORDINANCE**

Equal Benefits Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

The selected Respondent shall electronically sign and complete the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

⚠
The Anticipated Job Opportunities Form (FSHO-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

INSTRUCTIONS:

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at www.labavn.org.
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSHO-1) ONLY if there are anticipated job opportunities.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: hca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 10786 EIN/TIN:
Company Name: J and Y Inc - ITA TEST COMPANY
Company Address: 1234 N Main St
City: Los Angeles State: AL Zip: 70012
Contact Person: Jon Doe Phone: 2135551888 E-mail: test@email.com
Approximate Number of Employees in the United States: 10
Approximate Number of Employees in the City of Los Angeles: 3

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
I provide no benefits.
I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
I provide equal benefits as required by the City of Los Angeles EBO.
I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jon Doe

Signature

26 July, 2016

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

Section III

Standard Provision for all City Contracts (Rev. 10/17) [v.3]

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC _____
Statutory _____
EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability**

Products/Completed Operations

Fire Legal Liability

Sexual Misconduct

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

____ **Professional Liability** (Errors and Omissions)

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Flood
Earthquake

Boiler and Machinery

Builder's Risk

____ **Pollution Liability**

____ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

____ **Crime Insurance**

Other: _____

SECTION IV

SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE

ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES

These or similar Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFB.

ARTICLE 1

SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

ARTICLE 2

SPECIFICATIONS

PARTIAL AND FINAL PAYMENT

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

ARTICLE 3

LOWEST PRICE GUARANTEE

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

ARTICLE 4

MOST FAVORABLE PUBLIC ENTITY PRICING

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

ARTICLE 5
NON-ENDORSEMENT ADVERTISING

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

ARTICLE 6
ADDITIONAL GOODS AND SERVICES REQUIRED

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

ARTICLE 7
DISPOSAL OF RESIDUAL WASTE

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

ARTICLE 8
LICENSES AND PERMITS

As specified in minimum requirements.

ARTICLE 9
TERM OF CONTRACT

The resulting as-needed contract will be a three (3) year contract.

ARTICLE 10
CONTRACT ANNUAL CEILING AMOUNT

The contract ceiling amount is set not to exceed an annual expenditure of One Million Dollars (\$1,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The inspection and testing services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. The contract awarded through this RFB shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

ARTICLE 11
TERMINATION OF CONTRACT

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

ARTICLE 12

SUBCONTRACT APPROVAL

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

12.1 SUBLETTING AND SUBCONTRACTORS

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

1. All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
 - A. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or RAP's Upper Management may approve any subcontractor changes.
2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
 - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
 - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one percent (1%) of the Contractor's total original bid or Ten Thousand Dollars (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one percent (1%) of the Contractor's total original bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
5. All requests for approval of Subcontractors must contain the following information:
 - A. Project Name

- B. Project Work Order Number
 - C. Subcontractor's Name
 - D. Subcontractor's Business Address
 - E. Subcontractor's Business Phone Number
 - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
 - G. Subcontractor's State of California Contractor License Number
 - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
 - I. Dollar Amount of Work to be performed
 - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
 7. Failure to obtain approval of the Department in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
 8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousands (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
 9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of the Department acting on behalf of the Board of Recreation and Parks. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
 10. Failure of the Contractor to request and obtain approval from the Department for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
 11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
 - A. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

1. When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a

written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.

2. When the listed Subcontractor becomes bankrupt or insolvent.
3. When the listed Subcontractor fails or refuses to perform its subcontract.
4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
5. When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
6. When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
7. When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
8. When the sub-contractor is not registered with the Department of Industrial Relations., per State Bill 854 of 2014, Labor Code 1725.5 et al.:

"1771.1(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor"

"In addition, SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the explicit written consent of the RAP.

12.4 PENALTIES

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than ten percent (10%) of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to the Department for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

ARTICLE 13

PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

ARTICLE 14

WARRANTY

The CONTRACTOR warrants that the services provided hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

ARTICLE 15

PERFORMANCE GUARANTEE

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

ARTICLE 16
REPRESENTATIVES FOR THE PARTIES

CONTRACTOR'S REPRESENTATIVE

Name: _____
Telephone: _____
Emergency/Cell Phone: _____
Fax: _____
Email: _____

PERSON TO CONTACT FOR CONSTRUCTION SERVICES:

Name: _____
Telephone: _____
Emergency/Cell Phone: _____
Fax: _____
Email: _____

CITY'S REPRESENTATIVE

Jim Newsom
Department of Recreation and Parks
Contracts, Finance Division
6335 Woodley Ave, Van Nuys, CA 91344.
Phone (818) 756 - 9294
Fax (818) 908 9786 (Coversheet required)
E-mail: jimmy.newsom@lacity.org

ARTICLE 17
CHANGES OR MODIFICATIONS

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

ARTICLE 18
INDEPENDENT CONTRACTORS

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of the CONTRACTOR.

ARTICLE 19
OWNERSHIP OF DATA

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required,

Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

ARTICLE 20
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause. Requirements are defined on Page 57 and are included herein by reference.

ARTICLE 21
SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

ARTICLE 22
FORCE MAJEURE

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 23
SEVERABILITY

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

ARTICLE 24
GOVERNING LAW

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

ARTICLE 25
LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s)

(BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

ARTICLE 26

INSURANCE REQUIREMENTS

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing **KwikComply** at <https://kwikcomply.org/>. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf. The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

27.1 Indemnification

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

27.2 Insurance

27.2.1 General Conditions

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto (Form Gen. 146), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles-Instructions and Information On Complying With City Insurance Requirements (Revised 05/18) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

ARTICLE 27
CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement that is attached hereto as Form D (Page 198) and incorporated herein by this reference.

ARTICLE 28
CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached to hereto as Form E and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

ARTICLE 29
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”

A. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

1. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or

more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;

2. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
 - a. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, “City financial assistance recipient” means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
 - b. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
3. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
4. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT’S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
5. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer’s compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation, which is included in Exhibit A and made a part hereof, in a conspicuous place.
6. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the “General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance.”
7. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.

B. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.

C. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and

(b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

Grant Funded Applications

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

ARTICLE 30

AMERICANS WITH DISABILITY ACT

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto as FORM E (Page 103) (Check Page number) and incorporated herein by this reference.

ARTICLE 31

EQUAL BENEFITS ORDINANCE

In accordance with the attached information on of this Contract, Bidders are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this

contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

ARTICLE 32
CONFLICT OF INTEREST

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

ARTICLE 33
CLEAN AIR/CLEAN WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h) section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

ARTICLE 34
ORDER OF PRECEDENCE

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- Addenda, change orders, supplemental instructions and approved contract revisions
- The Contract Specifications
- Standard Requirements for all City Contracts (attached hereto), and Local Requirements
- CONTRACTOR's bid
- Referenced Specification
- Federal and State Requirements

ARTICLE 35
SAFETY REQUIREMENTS

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

ARTICLE 36 ENTIRE CONTRACT

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

ARTICLE 37 PREVAILING WAGES

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

ARTICLE 38 CALIFORNIA STATE BILL (SB) 854

SB 854 took effect in beginning 2015. All contractors and sub-contractors bidding on any public works projects must be in compliance with SB 854. Among other requirements of this law, all contractors and sub-contractors bidding on publicworks projects must be register with the state and pay the required annual fee to the Department of Industrial Relations (DIR). All contractors and sub-contractors must be in compliance with SB 854 and remain current during the terms of this contract. If contractor and/or sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation.

ARTICLE 39 STANDARD PROVISIONS FOR CITY CONTRACTS

The City of Los Angeles' Standard Provisions for City Contracts ("Standard Provisions"), attached hereto, is hereby integrated into and made part of this Contract. The CONTRACTOR shall abide by the terms of the Standard Provisions unless and to the extent a term of the Standard Provisions conflicts with another term in this

Name of Bidder _____

BID SHEET

Attachment C

<u>Line Item</u>	<u>Bid Price</u>	<u>Weighted Average (City Use Only)</u>
1) GMAX Test of a field size 0-117,000 sf.	\$ _____	% <u>5</u> = \$ _____
2) Shock Absorption and Vertical Deformation Test: Fields 0-117,000 sf.	\$ _____	% <u>2</u> = \$ _____
3) Rotational Resistance (Traction) Test for field size 0-117,000 sf.	\$ _____	% <u>2</u> = \$ _____
4) Vertical Ball Rebound Test for field size 0-117,000 sf.	\$ _____	% <u>2</u> = \$ _____
5) Ball Roll Test for field size 0-117,000 sf.	\$ _____	% <u>2</u> = \$ _____
6) Permeability of Synthetic Turf Sports Fields (ASTM F-2898) for field Size of 0-117,000 sf.	\$ _____	% <u>2</u> = \$ _____
7) Compaction (ASTM D-1557 or D-698) for field size of 0-117,000 sf.	\$ _____	% <u>2</u> = \$ _____
8) Off Site Plant Material Inspection (Per Visit)	\$ _____	% <u>2</u> = \$ _____

Name of Bidder _____ **BID SHEET (CONT..)**

<u>Line Item</u>	<u>Bid Price</u>	<u>Weighted Average (City Use Only)</u>
9) Inspection and testing of one (1) <u>new field</u> Construction project (0-117K sf) which will include all testing (bid items 1-9), off/on site material inspection, submittal review/ approval of athletic field material and attendance of at least five (5) construction meetings.	\$ _____	% <u>13</u> = \$ _____
10) Inspection and testing of two (2) to four (4) new Field Construction projects (0-117K sf each), which will include all testing (bid items 1-9), off/on site material inspection, submittal review/ approval of athletic field material and attend up to five (5) construction meetings related to the project.	\$ _____	% <u>5</u> = \$ _____
11) Inspection and testing of one (1) field <u>retrofit</u> project (0-117K sf) which will include the testing listed on (bid items 1-6, 9), off/on site material inspection, submittal review/ approval of athletic field material and attendance of at least five (5) construction meetings.	\$ _____	% <u>10</u> = \$ _____
12) Inspection and testing of two (2) to four (4) field <u>retrofit</u> projects (0-117K sf) which, will include the testing listed on (bid items 1-6, 9), off/on site material inspection, submittal review/ approval of athletic field material and attendance of at least five (5) construction meetings.	\$ _____	% <u>5</u> = \$ _____

BID SHEET (CONT..)

Name of Bidder _____

<u>Line Item</u>	<u>Bid Price</u>	<u>Weighted Average (City Use Only)</u>
<p>13) Testing, inspection and approvals for sports surfacing for Tennis Courts, Basketball Courts and other related venues. Surfaces Include, but not limited to, acrylic color Coatings, polyurethane coatings, synthetic and natural clay surfaces. Test the surface for thickness using a Rich Meters Model RM-660, or equal. Amount up to four (4) Courts per project location.</p>	\$ _____	% <u>12</u> = \$ _____
<p>14) Testing, inspection and approvals for sports surfacing for Tennis Courts, Basketball Courts and other related venues. Surfaces Include, but not limited to, acrylic color Coatings, polyurethane coatings, synthetic and natural clay surfaces. Test the surface for thickness using a Rich Meters Model RM-660, or equal. Amount for <u>each</u> additional Court beyond the up to four (4) Courts per project location in Bid Sheet Line 14.</p>	\$ _____	% <u>12</u> = \$ _____
<p>15) This Test specifies Impact Attenuation Performance (IAP) requirements for playground surfaces, materials and provides a means of determining IAP using a test method that simulates the impact of a child's head with the surface. The test method quantifies impact in terms of g-max and Head Injury Criterion (HIC) scores. The HIC score is an empirical measure of impact severity, based on published research describing the relationship between the magnitude and duration of impact accelerations and the risk of head trauma. Two test methods shall be used to determine the IAP of a playground surface or materials: critical fall height test, and installed surface performance test. The following apparatus shall be required for implementation of the two test methods: temperature measuring device, impact test system, acceleration measurement system, drop height measurement system, and battery-operated equipment.</p>	\$ _____	% <u>12</u> = \$ _____

BID SHEET (CONT..)

Name of Bidder _____

- 16) This specification establishes minimum performance requirements for the impact attenuation performance (IAP) of playground surfacing (PS) materials and is specific to surfacing used with playground equipment, as described in Specifications F1148, F1487, F1918, F1951, and F2075. It also establishes an IAP criterion for PS materials; expressed as a Critical Fall Height (CFH) and the procedures for determining CFH of PS materials under laboratory conditions (LC). The laboratory test is mandatory for surfaces to conform to the requirements of this specification under dry surfacing materials. The CFH a PS material determined under LC does not account for factors that can influence actual performance of installed surfacing materials. Known factors that can affect surfacing material performance include but are not limited to aging, moisture, maintenance, exposure to temperature extremes, exposure to ultraviolet light, contamination with other materials, compaction, and loss of thickness, shrinkage and submersion in water.

This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory requirements prior to use.

(See RFB for additional details)

\$ _____ % 12 = \$ _____

Grand Total: % 100 = \$ _____