

CITY OF LOS ANGELES
REQUEST FOR PROPOSALS



PLANNING AND FINANCIAL CONSULTING SERVICES

for a

MASTER DEVELOPMENT PLAN

of the

LOS ANGELES CIVIC CENTER

Submit all required contracting forms and BIP forms

through WWW.LABAVN.ORG

RFP Submission Deadline:
Thursday, June 23, 2016 at 5:00 p.m. (PST)

Business Inclusion Program (BIP) Outreach Deadline:
Thursday, June 8, 2016 at 11:59 p.m. (PST)

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EXHIBITS

- Exhibit A: Nondiscrimination, Equal Employment Practices and Affirmative Action Program
- Exhibit B: Americans with Disabilities Act Policy, 42 U.S.C. Section 12101
- Exhibit C: Child Support Ordinance, Los Angeles Administrative Code Section 10.10
- Exhibit D: Contractor Responsibility Ordinance – Pledge of Compliance and Questionnaire
- Exhibit E: Equal Benefits Ordinance, Los Angeles Administrative Code Section 10.821
- Exhibit F: Living Wage Statutory Ordinance/Exemptions
- Exhibit G: Service Contract Worker Retention Ordinance
- Exhibit H: Los Angeles Residence Information
- Exhibit I: Non-Collusion Affidavit, Los Angeles City Charter Section 386
- Exhibit J: First Source Hiring Ordinance
- Exhibit K: City Ethics Form 50 – Bidder Certification
- Exhibit L: City Ethics Form 55 – Prohibited Contributions
- Exhibit M: Slavery Disclosure Ordinance
- Exhibit N: Local Business Certification Affidavit of Eligibility
- Exhibit O: Iran Contracting Act of 2010 Compliance Affidavit
- Exhibit P: Required Insurance and Minimum Limits
- Exhibit Q: Internal Revenue Service W-9 Form
- Exhibit R: Contractor/Bidder History Form
- Exhibit S: Business Inclusion Program

ATTACHMENTS

Attachment 1: Study Area Map

Attachment 2: Los Angeles Business Inclusion Program (BIP) Outreach Process Manual

APPENDIX

Appendix A: Standard Provisions for City Contracts

I. SUMMARY

As the symbolic and operational core of Los Angeles government, the Civic Center has the distinction of containing the largest concentration of public employees in the United States outside of Washington, DC. However, deferred reinvestment and a lack of cohesive planning have left the Civic Center district in an uneven condition below a standard appropriate for the nation's second largest city. Significant recent improvements and developments include the construction of Grand Park, rehabilitation of the County Hall of Justice, construction of the new Federal Courthouse, and planning for a new 2-acre City park at First and Broadway. However, a significant number of properties remain un- or underused.

Concurrently, all of Downtown Los Angeles, including neighborhoods near the Civic Center such as Little Tokyo, Historic Core, El Pueblo, and Chinatown are experiencing a resurgence that represents one of the most significant urban renewal movements in the nation. This is the time for the City of Los Angeles to assess its significant land holdings in the area for the purpose of realizing opportunities to both improve the provision of public services and also allow for commercial, residential, and community uses that contribute to and take greater advantage of Downtown's organic economic development.

Consequently the Office of the City Administrative Officer (CAO) is seeking proposals from qualified firms to prepare a Master Development Plan to guide the future development of the Los Angeles Civic Center core and adjacent City-owned properties in a broader Study Area. The Master Plan comprises two components:

1. Land Use Plan. A master planning opportunity to craft a holistic vision for the future of the Study Area and inform the reuse of City properties for municipal uses and also for other potential uses including commercial, residential, and cultural. The plan will also inform City efforts to promote economic development, connectivity, and provide open space where possible.
2. Financing Plan. A financing plan for development of new or rehabilitated municipal facilities in the Civic Center core area, focused on alternative delivery mechanisms, including public-private partnerships (P3), for the development, operation, and maintenance of new municipal building(s) to consolidate City employees in the Civic Center core and other compatible private development opportunities to enhance the district. An ideal funding strategy is one that results in project delivery without the support of the City's General Fund.

II. LOS ANGELES CIVIC CENTER AND ADJACENT CITY-OWNED PROPERTIES

BACKGROUND

The City of Los Angeles owns a significant number of properties and facilities in and near the Civic Center area anchored by City Hall. Many of these properties house critical municipal functions, while other properties are unused, underused, reaching the end of their useful life without significant investment, or house non-essential commercial functions. The current

efforts seek to identify the best opportunities for development on City-owned properties in the Study Area.

One critical motivation is the City's need to identify opportunities for the development of new City office facilities. In the greater Downtown Los Angeles area, approximately 5,500 City staff are currently accommodated in nearly 1.6 million square feet of facilities that are leased, outmoded, or relatively distant from City Hall. The City's Real Estate Strategic Plan accordingly encourages the City to develop new or rehabilitated facilities to consolidate municipal functions in the Civic Center core, to improve the efficiency of City functions and minimize its costs to occupy space. It is anticipated that the best opportunities for such development will be located in the Civic Center core.

City-owned properties in the Study Area also represent redevelopment opportunities that could be sold or leased for private development, or as opportunities to provide public open space. The Study should explore opportunities to solicit private and other public partners to develop these properties to provide commercial amenities, residential units, community and cultural services, and more.

The City currently desires to engage a consultant to prepare a Master Development Plan for the Civic Center and adjacent areas to guide the City's use of its properties for municipal and other potential private uses including office, retail, and residential. The planning component of this work should prepare land use recommendations for the district; development opportunities for underutilized parcels; urban design enhancements to increase the attractiveness, sustainability, and efficiency of the area; and highlight potential opportunities for economic development, enhancements to public open spaces, and connectivity within Study Area and between the Study Area and adjacent uses. It is critical that these efforts incorporate a robust community outreach component that includes stakeholders within the Study Area and in adjacent neighborhoods.

Development of these municipal facilities and other potential uses is a significant endeavor and, given the reality of constrained resources and debt capacity, will require creative strategies to finance and implement. Accordingly, the consultant will be expected to explore a range of potential financing strategies that could be adopted to achieve its development goals.

SCOPE OF WORK

The City intends to hire an experienced consultant team of planning and financial experts to advise and assist the City in developing the Plan described herein. The City will use the Plan to guide decisions about future development of municipal facilities in the Civic Center core area, and also lay the groundwork to solicit partners to realize economic development opportunities within the Study Area. Through the expertise of the consultant team, the CAO and City team expects to produce, within 6 months of issuance of a Notice to Proceed, a viable development plan for municipal facilities in some portion of the Civic Center core that can subsequently form the basis of (1) a framework for a programmatic Environmental Impact Report (EIR) for compliance with California Environmental Quality Act (CEQA) guidelines and (2) an RFQ/RFP solicitation to procure one or more development partners to effectuate.

The selected consultant will assist the CAO with the following services:

Phase One: Land Use Plan

- The land use plan need only be at a conceptual level so that it may be completed in 4 to 5 months.
- Survey the Study Area to identify development opportunity sites, and estimate development potential for each. Economic analyses (e.g. pro forma, residual land value, etc.) for each viable property segment (municipal, retail, office, residential, etc.) should be completed using development prototypes.
- Coordinate input of City stakeholders including the Office of the City Administrative Officer, Office of the Mayor, Council District 14, the Chief Legislative Analyst, Bureau of Engineering, Department of City Planning, General Services Department, and Economic and Workforce Development Department.
- In coordination with the Council Office and City staff, engage community stakeholders in a Community Advisory Committee to solicit input and coordinate with existing related planning efforts.
- Prepare a Land Use Plan to help the City accommodate the City's various needs and goals within the Civic Center. The City's draft scheme of priorities, to be validated in the above discussions with City stakeholders and community, include:
 - Identify locations to develop municipal office space for City workers in the Civic Center core area – a need estimated at approximately 1.2 to 1.6 million square feet of office space.
 - Coordinate with other public agencies in and near Civic Center to identify opportunities for co-location and/or shared facilities.
 - Identify properties appropriate for revenue-generation and economic development through ground leases, sale, management agreements, or public-private partnerships.
 - Propose recommendations to include commercial services in the Study Area to serve public employees and the broader community, enhance pedestrian activity, and integrate with adjacent communities.
 - Identify land use and urban design guidelines for the district.
 - Identify urban infrastructure and technology upgrades that may be needed to adequately support new development and enhance the appeal, sustainability, and efficiency of the Civic Center.
 - Improve connections and accessibility and activate streets within the Civic Center and between the Civic Center and adjacent activity centers including El Pueblo, Union Station, the Little Tokyo Regional Connector Station, Grand Park, and the proposed Park 101.
 - Evaluate opportunities to integrate open space improvements and cultural amenities into the campus.

Phase Two: Conceptual Plan for Alternative Project Financing and Delivery / P3 Framework

- Preliminary construction and lifecycle cost estimates of the municipal office development(s).
- Conduct evaluation of funding alternatives, including a design-build-finance-operate-maintain (DBFOM or P3) approach and/or other alternative delivery methods, and

develop a recommendation as to which strategy would be the most appropriate funding structure for the municipal facility project. This evaluation must include the financial and legal benefits of each alternative and the criteria that the City should consider;

- Development of a viable preliminary financial plan to fully fund project(s) in the Civic Center core, factoring in the City's existing lease and debt service costs for existing facilities;
- Provide a written report with recommendations that include the various options to fund developments within the Civic Center core, a high level programmatic EIR/CEQA framework, and conceptual project schedule;
- Development of a strategy to access private development partners and capital through a Request for Qualification (RFQ), and/or Request for Proposal (RFP) procurement process, including draft/framework documents;
- Assist the City in ongoing discussions and open dialogue with potential proposers to ensure all stakeholder input is considered;
- Assist City staff with briefings and presentations to the Mayor and Council and other stakeholders.

A timeline and more detailed set of deliverables may be required once a consultant has been selected.

STUDY AREA

The Study Area, illustrated in Attachment A, includes the blocks bounded by Spring Street, the 101 Freeway, Alameda Street, First Street, as well as the Mangrove Estates and Vignes Street sites east of Alameda Street. The focus of the Master Plan should be on the City-owned properties and the public rights of way. City-owned properties in the Study Area include City Hall, Los Angeles Mall, City Hall East, City Hall South, Parker Center, Metro Detention Center, 911 Call Center, Judge John Aiso parking structure and plaza, Parking Lot #2 at 300 E. Temple Street, Parking Lot #3 at 140 N. Judge John Aiso Street, Parking Lot #7 at 124 N. Judge John Aiso Street, Geffen Contemporary, Mangrove Estates, and the Vignes Building.

Within the Study Area, the identified Civic Center core area, including Parker Center, the Los Angeles Mall, and City Hall South, defines the locations which are likely most appropriate for the development of municipal office facilities. However, commercial, residential, and other uses may also be considered in the Civic Center core.

For Phase One of the Study, the Land Use Planning will encompass the entire Study Area. For Phase Two, the consultant team will evaluate financing strategies for the Civic Center core area, and also separately for a larger footprint including portions of the larger Study Area. The Phase Two conceptual financing plan shall not include Mangrove Estates or Parking Lots #2 or #7.

RELATED PLANNING EFFORTS

- Municipal Facilities Committee Report summarizing City space needs
- Ongoing updates of Central City and Central City North Community Plans, and downtown Zoning Code through re:code

- Sustainable Little Tokyo Plan and proposed Go For Broke development
- Cushman & Wakefield analyses: LA Mall and City Hall South
- Connect US: Union Station Master Plan
- Draft Environmental Impact Report for New Civic Center Building / Parker Center
- Park 101
- 10-Minute Diamond Plan
- Metro West Santa Ana Branch study

PROJECT BUDGET

The total amount available has not been determined and will be based on competitive proposals submitted and the will of the Council and Mayor to provide funding.

SELECTION CRITERIA

This is a best value procurement. It is not a low bid procurement and price is only one consideration in the evaluation process. Proposals shall be evaluated in accordance with established City criteria. The City may choose to interview responsive proposers as part of the review process. Proposals will be accepted from all interested firms, including those who are on a City list of Council-qualified firms as well as those who are not.

The overall evaluation of the proposal will be based on the following categories:

1. Demonstrated Ability – 70 points
 - Successful relevant planning experience in the development of land use master plans that consider current conditions, market analyses, public input, parking, and connectivity;
 - Financial advisory experience in the development and structuring of P3 projects that consist of large construction projects, economic development, and legal analysis relative to the funding constraints of the City, State and Federal agencies;
 - Successful performance and relevant experience in conducting financial advisory services and risk analysis models for P3 projects or other alternative funding and delivery methods; and,
 - Qualifications of key professional staff assigned to this project.
2. Timeliness – 15 points
 - Ability to develop a land use master plan and preliminary financial plan in a timely manner. Sufficient detail in project schedule and narrative to evaluate your intended approach.
3. Cost Reasonableness – 15 points
 - The Scope of Work is anticipated to be completed in two main phases. The projected costs for each phase should be submitted along with the total number of hours expected to complete each activity. Your budget submittal should reflect the overall comprehensive cost; and,
 - Hourly rates for assigned personnel may be submitted for each phase; however, you will still need to estimate the number of hours which will be required to complete the

work. Proposals that omit estimated number of hours will be deemed non-responsive in this evaluation category.

Please note that evaluation of each proposal is subject to compliance with the following requirements for a responsive proposal. Proposals missing these documents will be deemed non-responsive and not be evaluated:

- Documentation through BAVN of the Good Faith Outreach Efforts in the Business Inclusion Program;
- A cover letter must be included with a signature of an officer of the company authorized to bind the company and with a non-collusion statement; and,
- The number of hours estimated by the proposer to completed each phase.

The City's Local Business Preference Ordinance will apply to the overall evaluation scoring of this proposal. Local businesses may be eligible for an additional eight percent preference in this proposal if certain criteria are met. For more information you may visit the City of Los Angeles Bureau of Contract Administration's web site at <http://bca.lacity.org>.

III. GENERAL GUIDELINES AND PROPOSAL INFORMATION

PROJECT SCHEDULE

| <u>Event</u> | <u>Date</u> |
|--|--|
| Request for Proposals Released | April 29, 2016 |
| RSVP for Bidder's Conference | May 13, 2016 |
| Mandatory Bidders' Conference | May 18, 2016 1:00 p.m. to 2:30 p.m. (PST) |
| Last day to submit questions | May 30, 2016 |
| All questions and responses posted to BAVN | June 6, 2016 |
| Business Inclusion Outreach Due on BAVN | June 8, 2016 |
| Request for Proposals Due by 5:00 p.m. (PST) | June 23, 2016 |
| Tentative Interviews scheduled as necessary | To be determined |

MANDATORY BIDDERS' CONFERENCE

The City will hold a Mandatory Bidders' Conference on May 18, 2016 from 1:00 p.m. to 2:30 p.m. (PST) at City Hall East, 200 North Main Street, 15th Floor Room 1500, Los Angeles, CA. All interested parties are strongly encouraged to attend. Please RSVP and email any questions in advance of the Bidders' Conference to Josh Rohmer at josh.rohmer@lacity.org. The City will post all questions and answers on the Los Angeles Business Assistance Virtual Network

(BAVN) website after the Bidders' Conference. All questions and answers from the Bidders' Conference will continue to be posted on the BAVN website until the submission deadline.

TECHNICAL ASSISTANCE

If you have specific questions concerning this process or the scope of work, please email your questions to Josh Rohmer at josh.rohmer@lacity.org. All questions and responses will be posted as Addenda on the BAVN website. The final date to submit questions is May 30, 2016 – responses to all questions will be posted June 6, 2016.

PROPOSAL SUBMISSION DEADLINE

Written proposals must be received by the CAO no later than **Thursday, June 23, 2016 at 5:00 p.m. (PST)** and must be delivered to the following address:

City of Los Angeles
Office of the City Administrative Officer
200 North Main Street, 15 floor
Los Angeles, CA 90012
Attn: Josh Rohmer/Jacqueline Wagner

Proposers must submit one (1) signed original proposal, five (5) hard copies of each proposal and one electronic copy in a single PDF file. The electronic file(s) must be received no later than the submission deadline and sent to josh.rohmer@lacity.org.

PROPOSAL CONTENT AND FORM

Proposal packages must be received and comply with the submission guidelines. Responses to this RFP must be prepared as specified in this section with respect to form. Proposers may submit one (1) signed original proposal, and five (5) hard copies of the proposal, which includes the required forms for either one project or both projects.

1. Cover Letter: Include a one-page cover letter with your proposal signed by the person(s) authorized to sign for and make representations on behalf of the firm. Also, include the name of the firm, including mailing address, telephone number, facsimile number, and email address.
2. Format and Page Limit: The proposal is limited to a maximum of forty (40) pages, and must adhere to these standards: single spaced, single sided, 12 point, Arial font, and one-inch margins. The forty page limit includes the one-page cover letter, and any graphs, diagrams, charts or resumes, if any, but does not include requested attachments and required City forms associated with the Standard Provisions.
3. Business Inclusion Program: Proposers must comply with the Business Inclusion Program (BIP) documentation requirements as described in the BAVN Manual (see Attachment 2 for BAVN Manual) for both projects. Failure to complete the BIP will result in the rejection of your proposal.

IV. INFORMATION TO BE SUBMITTED IN PROPOSAL

A comprehensive narrative using concrete language and quantifiable measurements whenever possible shall be submitted for each of the questions as requested below.

Section A – General Qualifications

1. Provide a brief description and history of the firm, including legal structure and headquarters location. State the length of time the firm has been in business under its current name as well as any previous name(s).

Section B – General Advisory Qualifications

1. Identify key professionals who will be assigned to this project, including their relevant experience, and confirm your firm's ability to provide planning and advisory services.
2. Discuss your firm's planning experience over the past fifteen years with the development of land use master plans, particularly with the size and scope similar to what the City wishes to evaluate.
3. Discuss your firm's experience over the past fifteen years with the development of Public/Private Partnerships or alternative funding strategies, particularly with transactions similar to what the City wishes to evaluate.
4. Provide up to three references who can provide information regarding the services you provided and whether or not they were successfully implemented. Include, name, title, office address, telephone number, email address and a brief description of services provided.
5. Discuss your understanding of the key issues surrounding the Civic Center and adjacent areas. Provide your general financing ideas which may assist the City in delivering the project and in evaluating your fit for this project. Include the advantages and disadvantages of each concept proposed.

Section C - Timeliness

1. Discuss your approach and methodology to complete the scope of work. Include a timeline with the necessary tasks required to complete the project, their duration and, the staff assigned to each task. The City intends the scope of work to be completed by December 2016.

Section D – Fees, Insurance, and Required City Forms

1. Fees submitted as a sliding scale, percentage or range will be considered non-responsive and will be rejected. The City reserves the right to further negotiate compensation as appropriate prior to an award.

- a) The Consultant may be expected to assist with presentations to the Council, Mayor, other City officials and the public and costs for this service and any necessary supplies should be included in your fee schedule.
- b) Insurance and Indemnification- If awarded a contract, the respondent shall furnish the City evidence of Insurance Coverage as set forth in the Standard Provisions for City Contracts. The City may require the respondent to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of the contract. Such requirements are also included in Exhibit P. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in the Standard Provisions for City Contracts. Additional information on insurance requirements and submittal instructions can be found at <http://track4la.city.org>.
- c) The City has implemented changes to streamline the administrative contracting procedures for some of its requirements. Below are the required contracting compliance forms which will need to be submitted to the City either through BAVN or with your proposal submission and are identified below. Instructions on how to post the documents and forms are available on the “Profile” page of BAVN. You must be registered as an administrator on the site to post the forms. Complete and submit the following forms with your proposal or through BAVN where feasible.

The following forms are required for contracting with the City:

- i. Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Exhibit A – BAVN only)
- ii. Americans with Disabilities Act Policy, 42 U.S.C. Section 12101 (Exhibit B)
- iii. Child Support Ordinance, Los Angeles Administrative Code Section 10.10 (Exhibit C)
- iv. Contractor Responsibility Ordinance – Pledge of Compliance and Questionnaire (Exhibit D)
- v. Equal Benefits Ordinance, Los Angeles Administrative Code Section 10.821(Exhibit E – BAVN only)
- vi. Living Wage Statutory Ordinance/Exemptions (Exhibit F)
- vii. Service Contract Worker Retention Ordinance (Exhibit G)
- viii. Los Angeles Residence Information (Exhibit H)
- ix. Non-Collusion Affidavit, Los Angeles City Charter Section 386 (Exhibit I)
- x. First Source Hiring Ordinance (Exhibit J – BAVN only)
- xi. City Ethics Form 50 – Bidder Certification (Exhibit K)
- xii. City Ethics Form 55 – Prohibited Contributions (Exhibit L)
- xiii. Slavery Disclosure Ordinance (Exhibit M – BAVN only)
- xiv. Local Business Certification Affidavit of Eligibility (Exhibit N – BAVN only)
- xv. Iran Contracting Act of 2010 Compliance Affidavit (Exhibit O)
- xvi. Required Insurance and Minimum Limits (Exhibit P)
- xvii. Internal Revenue Service W-9 Form (Exhibit Q)
- xviii. Contractor/Bidder History Form (Exhibit R)
- xix. Business Inclusion Program (Exhibit S – BAVN only)

V. PROPOSAL REVIEW PROCESS

The proposal review process shall include the following major activities to ensure that the procurement meets audit standards:

1. All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing and will not be rated.
2. All eligible proposals shall be reviewed, scored and ranked.
3. At the City's sole discretion, oral interviews may be held. The results of the oral interview may be used in determining the final selection.
4. Proposers shall be notified in writing about the final scoring.
5. The City reserves the right to not award any part of this contract and shall not be responsible for any solicitation costs incurred in preparing a proposal.
6. The City will issue a Notice to Proceed to initiate services, and begin drafting of a standard contract for services.

VI. GENERAL CONFLICT OF INTEREST GUIDELINES

General Guidelines for all Proposers

It is our goal for the selected Proposer to provide independent, objective, non-biased planning and financial consulting services to the City. Therefore, proposals shall include any and all information that may present or lead to potential conflicts of interests with respect to Los Angeles Civic Center projects. Include any area where the interests of the Contractor, its subcontractors, or of its past or present clients may conflict with those of the City. Specifically, Proposers must disclose whether the Proposers, subcontractors, affiliated officers, employees, or entities are currently performing or have performed work for City or any entity regarding the Civic Center. The City reserves the right to use this information in selecting a Proposer including the assessment of the following general restrictions as follows:

- To ensure independence and avoid potential conflicts of interests, consultants or its subcontractors that have previously worked on or are currently working on the Civic Center and who have obtained information that would create an unfair advantage or conflict may be deemed ineligible to submit a proposal or be included on a Proposer's team on this consultant RFP for that particular project.

In addition, the selected Consultant, including its subcontractors performing services under this contract, will not be permitted, except under very limited circumstances, to secure a subsequent City contract related to the LA Civic Center that was created by work performed under the contract. Proposers should take this information into account in preparing their proposals and selecting proposed subcontractors.

Except as otherwise stated in this Section, the City has concluded that all Proposers must make their own determination regarding the application of laws and regulations. The City believes that the consultant services requested in this RFP are not subject to the Municipal Securities Regulation Board's (MSRB) municipal advisor rules. Accordingly, the City will permit broker dealers including those who are in the City's underwriting pool to submit proposals for these projects under the following terms subject to the additional restrictions stated in this Section and Government Code Section 1090:

- 1) These engagements may require a Sell Side Advisor (SSA) and/or an independent regulated municipal advisor (IRMA) to assist in the issuing of bonds. If your firm is a broker-dealer or underwriter and is selected in either project, your firm's engagement will preclude your firm from participating in any other capacity on this project.
- 2) If the firm is a broker-dealer or underwriter, the firm will have a Fiduciary responsibility to the City in these engagements and the firm will not pursue work in these engagements as a SSA, an IRMA, or an underwriter.

General Guidelines under California Government Code Section 1090

The Contractor under any Contract resulting from this RFP will be subject to Section 1090 of the California Government Code. California Government Code Section 1090 governs potential conflicts of interest involving public agencies within the State of California, and the Contractor must comply with the State conflicts laws, including but not limited to Government Code Section 1090, at all times in connection with this Project. In addition to the Contractor itself, officers and employees of the Contractor who perform work for the City pursuant to this Agreement are subject to and shall comply with California Government Code Section 1090. The Contractor and Contractor's officers and employees are hereby advised to obtain independent legal counsel in order to fully understand the penalties for violating Government Code Section 1090 and the other State conflicts laws, including criminal prosecution.

In brief, Government Code Section 1090 prohibits, among other things, a Contractor from having a financial interest in any contract which results, directly or indirectly, from the services provided by the Contractor. The selected contractor will be expected to agree to the following to alleviate any real or perceived conflicts of interests:

- 1) The Contractor and contractor's parent, subsidiaries, affiliates, officers and employees agree that they will not have any future business or financial interest in any aspect of the Project, other than its work for the City as advisor pursuant to this Agreement.
- 2) Contractor further agrees that neither it nor its parent, subsidiaries or affiliates, or officers or employees will participate in any transaction relating to the Project on behalf of any actual or potential private party.
- 3) If the Contractor (including its parent, subsidiaries affiliates, officers, and employees) is in a position to receive further employment, business, financial remuneration or other interest or benefit from a bidder to a subsequent City contract, the Contractor immediately shall inform the City's authorized representative in writing of the

circumstances and obtain approval and not accept such until approval has been granted.

4) In addition, if the Contractor, its parent, subsidiary, affiliates, officers or employee is or has been the subject of a discussion of future employment or benefit, if the Contractor has reason to believe such an arrangement may arise in the future, the Contractor immediately shall inform the City's authorized representative in writing of the circumstances.

5) If the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor immediately shall inform the City's authorized representative in writing of such a situation giving the full details thereof.

6) Execution of an Agreement resulting from this RFP shall constitute a representation by the Contractor that, at the time of such execution, the Contractor knows of no circumstances, present or anticipated, which come within the provisions of Government Code Section 1090 or which might otherwise be viewed as or give the appearance of a conflict of interest on the part of the Contractor, its parents, subsidiaries, affiliates, officers or employees.

VII. GENERAL CITY RESERVATIONS

1. City reserves the right to verify the information in the response.
2. If a firm submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this RFP, the City reserves the right to terminate the contract and pursue recovery of fees and costs.
3. Submission of a response to this RFP shall constitute acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred sixty five (365) days from the date set for receipt of responses. Firms awarded a contract by the Mayor and Council pursuant to this RFP will be required to enter into a written contract with the City approved as to form by the City Attorney. This RFP and response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.
4. Late responses will not be considered. The City, in its sole discretion, reserves the right to determine the timeliness of all responses submitted.
5. The City reserves the right to waive any informality in the process when to do is in the best interest of the City.
6. The City reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all Responses. The City makes no representation that any

contract will be awarded to any firm responding to this RFP. The City reserves the right to extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended.

7. A proposer may withdraw its response prior to the specified due date and time. A written request to withdraw, signed by an authorized representative of the proposer, must be submitted to the City of Los Angeles, Office of the City Administrative Officer at the address specified herein for the submittal of proposal. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time prior to the specified submission deadline.
8. All costs of response preparation shall be borne by the proposer. The City shall not, in the event, be liable for any pre-contractual expenses incurred by the proposer in the preparation and/or submission of the response. This includes any travel/meal expenses incurred as a result of the interview proposal process.
9. The responses provided must be accurate and complete as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award.
10. Responses shall be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt, unless requested by the City.
11. A firm may not be recommended for a contract award, regardless of the merits of the response submitted, if it has a history of contract noncompliance with the City or poor past or current performance with the City.
12. The City reserves the right to retain all responses submitted and the responses shall become the property of the City. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the response that he or she will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of proposer's right to exemption from disclosure.
13. Upon completion of all work under this contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of this contract will automatically be vested in the City of Los Angeles. Copies made for the contractor's records shall not be furnished to others without written authorization from the City of Los Angeles.
14. Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten calendar days after the RFP is issued, or not more than ten calendar days after any subsequent addendum to the RFP is issued, provide written notice to this Office setting forth with specificity the grounds for the objection. The failure of a proposer to object in

the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

VIII. ADMINISTRATIVE CONTRACTING REQUIREMENTS

The agreement to be executed pursuant to this Request for Proposal is subject to the Standard Provisions for City Contracts as presented in Appendix A. In addition, unless otherwise exempt the following administrative contracting ordinances will apply to this agreement.

1. Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Exhibit A)

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., Non-discrimination Clause.

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All proposers shall complete and upload the Non Discrimination/Equal Employment Practices Certification (two (2) pages) available on BAVN residing at <http://www.labavn.org> prior to award of a City contract valued at \$1,000 or more. However, proposers with certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to resubmit.

Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All proposers shall complete and upload the City Affirmative Action Plan (four (4) pages) available on the BAVN residing at <http://www.labavn.org> prior to award of a City contract valued at \$100,000 or more. Proposers opting to submit their own affirmative action plan may do so by uploading their affirmative action plan onto BAVN. Proposers with current OCC approval for their affirmative action plan do not need to re-submit unless the approval is 30 days or less from expiration.

Both the City Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto BAVN. Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>

2. Certification Regarding Compliance with the American Disabilities Act (Exhibit B)

The City is a covered entity under Title II of the ADA, 42 U.S.C. Section 12131 et seq. Respondents awarded a contract through this RFP must comply with the ADA and execute a certification regarding compliance with the ADA prior to the execution of a contract (see Appendix A for Standard Provisions for City Contracts).

3. Child Support Assignment Orders (Exhibit C)

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

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

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

4. Contractor Responsibility Ordinance (Exhibit D)

The proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of the Contractor Responsibility Ordinance (CRO) (see Appendix A for Standard Provisions for City Contracts). All proposers shall complete and return with their proposal the "Contractor Responsibility Questionnaire". Failure to return the completed questionnaire may result in a proposer being deemed non-responsive. Proposers shall refer to the Bureau of Contract Administration's website at <http://bca.lacity.org> for further information regarding the requirements of the Ordinance.

5. Equal Benefits Ordinance (Exhibit E)

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).

All proposers shall complete and upload, the EBO Affidavit (two (2) pages) available on BAVN residing at <http://www.labavn.org>, prior to award of a City contract valued at \$5,000. The EBO Affidavit shall be effective 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 EBO Affidavit.

Proposers seeking a waiver from the requirements of the EBO shall refer to the Bureau of Contract Administration's web site at <http://bca.lacity.org/index.cfm> and download the form. The EBO waiver request form must be returned with the bid/proposal. Proposers shall refer to the Bureau of Contract Administration's website at <http://bca.lacity.org> for further information regarding the requirements of the Ordinance.

6. Living Wage Ordinance and Service Contractor Worker Retention Ordinance/Exemption (Exhibits F and G)

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least (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). Proposers shall refer to the Bureau of Contract Administration's website at <http://bca.lacity.org> for further information regarding the requirements of the Ordinance.

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO "List of Statutory Exemptions" shall apply for exemption from the ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10) or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The list of statutory exemptions, the application and the certification are identified on the web page identified above. To access the forms, visit <http://bca.lacity.org/site/pdf/scwro/lwo>.

7. Los Angeles Residence Information (Exhibit H)

The City Council, in consideration of the importance of preserving and enhancing the economic base and wellbeing 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 proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All potential respondents are required to complete the Los Angeles Residence Information form and submit the form with their proposal.

8. Non-Collusion Affidavit (Exhibit I)

This statement shall be submitted and signed by the Proposer under penalty of perjury that: the response is genuine, not a sham or collusive; the response is not made in the interest or on 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.

9. First Source Hiring Ordinance (Exhibit J)

Unless otherwise approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 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 Section 10.44 et seq., First Source Hiring Ordinance (FSHO). Proposers shall refer to Bureau of Contract Administration's website at <http://bca.lacity.org> for further information regarding the requirements of the Ordinance.

10. City Ethics Form 50 – Los Angeles Municipal Lobbying Ordinance (Exhibit K)

Proposers must submit with their proposals a completed CEC Form 50 (Exhibit K) acknowledging that, if they qualify as lobbying entities under Los Angeles Municipal Code Section 48.02 (the exemptions in Los Angeles Municipal Code Section 48.03 and Los Angeles Administrative Code Section 10.40.4 do not apply), they agree to comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance (http://ethics.lacity.org/PDF/laws/law_mlo_jan2013.pdf). Proposals without a completed CEC Form 50 will be deemed nonresponsive.

11. City Ethics Form 55 – Prohibited Contributions and Fundraising (Exhibit L)

Bidders/Proposers may not make campaign contributions to or engage in fundraising for certain elected officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders/proposers, twelve (12) months after the contract is signed. The bidders'/proposers' 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.

12. Slavery Disclosure Ordinance (Exhibit M)

Unless otherwise exempt and in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code (see Standard Provisions for City Contracts: Appendix A).

All proposers shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on BAVN residing at <http://www.labavn.org> prior to award of a City contract.

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

13. Local Business Preference Program (Exhibit N)

Proposers who submit a response to this solicitation will be evaluated in accordance with Article 21 to Division 10, Chapter 1 of the Los Angeles Administrative Code (Ordinance No. 181910) establishing a Local Business Preference Program for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000. Proposers seeking additional information regarding the eligibility criteria of the Local Business Preference Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

The City of Los Angeles shall grant an eight percent Local Business Preference to Local Businesses for contracts involving consideration in excess of \$150,000. The City of Los Angeles shall also provide a preference of up to five percent, to a Proposal submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7 of the Los Angeles Administrative Code, Chapter 1, Article 21.

To be eligible for participation in this program, the proposer shall submit the Local Business Certification Affidavit of Eligibility attesting as such on the City of Los Angeles' Business Assistance Virtual Network (BAVN) website.

14. Iran Contracting Act of 2010 (Exhibit O)

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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".

15. Required Insurance and Minimum Limits (Exhibit P)

The selected proposer will be required to maintain insurance levels as indicated in Exhibit P. Additional information on insurance requirements and submittal instructions can be found at <http://track4la.city.org>.

16. Internal Revenue Service W-9 Form (Exhibit Q)

All proposers will be required to complete the Internal Revenue Service Form W-9. Visit the Internal Revenue Service website at irs.gov.

17. Contractor/Bidder History Form (Exhibit R)

All proposers will be required to supply a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years.

18. Business Inclusion Program (BIP) (Exhibit S)

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disables Veteran Business Enterprises (DVBE), 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 RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (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. Proposers' 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 access by going to the City's Webpage (<http://www.lacity.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 noncompliance with this policy. However, failure to comply with the BIP Outreach documentation requirements will render the RFP response non-responsive and will result in rejection. Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBEWE participation levels. Adequacy of a bidder's BIP Outreach will be determined by the City after consideration of the indicators of BIP Outreach.

Proposers shall complete and submit Schedule A along with copies of sub consultant's MBE, EBE, SBE, EBE, DVBE certifications with the proposal. See BAVN Manual - Attachment 4 for information regarding the outreach process and detailed instructions on how to submit the required documentation through BAVN.

19. Business Tax Registration Certificate (BTRC)

The selected firm will be required to demonstrate compliance with the City's business tax laws by acquiring/maintaining one of the following; Business Tax Registration Certificate, Vendor Registration Number or Certificate of Exemption. This BTRC must remain valid in order to do business with the City. Visit the Office of Finance website at finance.lacity.org for more information.

20. Notice to Proposers Regarding the Public Records Act

Responses to this RFP become the exclusive property of the City. At such time when a firm is selected and its name made public, all proposals submitted shall be regarded as public records. Exceptions will be those elements in each proposal that are defined by the proposer as business or trade secrets and marked "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY". Each element that a proposer desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. The City shall not in any way be liable or responsible for the disclosure of any such records, including but not limited to, those so marked if disclosure is deemed to be required by law or by

court order. If a dispute arises among the City, the proposer and a person seeking disclosure of such records, the City shall notify the proposer so that the proposer has the opportunity to seek a court order precluding the disclosure of such information. In the absence of the proposer obtaining such an order, the City shall have the right to release the information.

21. Contractor Evaluation Program

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel which the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate future proposals and to conduct reference checks when awarding other personal service contracts.

MAS:JR

Attachments

Los Angeles Business Assistance Virtual Network

BAVN

The Business Inclusion Program (BIP) Outreach Process

As of 4/10/15

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

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Completing the Business Inclusion Program (BIP) Outreach Requirement Online

The Los Angeles Business Assistance Virtual Network (BAVN) at <http://www.labavn.org> is a free service provided by the City of Los Angeles and the Mayor's Office of Economic & Business Policy.

Companies can view and download information on all contractual opportunities offered by the City of Los Angeles in one convenient location, as well as find up-to-date subcontractors and sub consultants (hereafter called “**subcontractors**”) to complement your project bids and proposals (hereafter called “**bids**”). Our goal is to have your business grow in the City of Los Angeles.

If you are not registered already, please register for a free account on BAVN by visiting us at <http://www.labavn.org>

This document will walk you through the online Business Inclusion Program (BIP) Outreach requirement process.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

BIP Outreach Overview

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBEs), Woman-owned 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. Bidders and proposers (hereafter called “**bidders**”) shall 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. A prime bidder’s Outreach efforts in reaching out to MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs shall be determined by the level of effort put into achieving the BIP Outreach indicators. Failure to meet anticipated MBE/WBE/SBE/EBE/DVBE participation levels will not by default be the basis for disqualification or determination of non-compliance with this policy. However, failure to complete the Outreach as directed in the bid specifications will render the bid non-responsive and will result in its rejection.

BIP Outreach Helpful Hints

Each indicator is evaluated and scored on a pass/fail basis. No partial credit is awarded. Make sure to complete each indicator on time. Some indicators need to be completed by a certain number of days before the bid due date.

Below are suggestions in completing the BIP Outreach requirement:

I. Learn about the RFB/RFP/RFQ

Attend the Pre-bid Meeting. Sign the attendance sheet in order to receive credit for your attendance. (This only applies to Bureau of Engineering)

II. Identify subcontracting opportunities and potential subcontractors

Review the RFB/RFP/RFQ and identify areas of work that may be subcontracted out.

III. Conduct Outreach (Written Notices to Subcontractors)

- Via the BAVN, e-mail letters to potential subcontractors not less than 15 calendar days prior to the bid due date.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Required documentation:

- E-mail notifications in each of the selected potential work areas to potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work area (NAICS code) to be performed. **The notification must be performed using the BAVN's Outreach system.**
- The notification may be to potential subcontractors either currently registered on the BAVN or added to the BAVN by the bidder.
- Bidders are required to send notifications to a sufficient number of firms in each potential work area as determined by the City.
- The sufficient number of firms will be determined by the total number of potential subcontractors registered on the BAVN in each specific work area.
- Bidders will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the bid submittal deadline. Bidders will see a message on the Summary Sheet if they have failed to outreach to a sufficient number of firms in a work area.
- Bidders are allowed to add their own comments to the Written Notice (up to 400 characters). Make sure that the language used is not limiting.

IV. Negotiate in Good Faith

- The bidder has discussed or contacted in good faith to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs and did not unjustifiably reject as unsatisfactory bids prepared by any enterprise as determined by the Board.

Required Submissions

The Summary Sheet

- BAVN automatically organizes the list of companies outreached to by work areas in a 'Summary Sheet' report.
- These reports are available in the 'Business Inclusion Program' section of your Profile page.
- You will be responsible for listing **ALL** bids received, bid dollar amounts (if the project is an RFB or RFP) and the reason(s) for selection/non-selection.
- Must be performed using the BAVN and must be completed by 4:30 p.m. the day after the Opportunity Close Date. Bidders will not be able to edit their Summary Sheet after 4:30 p.m. If a bid is submitted by a subcontractor that is not registered with the BAVN, the bidder is required to add that firm to their Summary Sheet.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- A bidder's failure to utilize BAVN's Summary Sheet function will result in their bid being deemed non-responsive.

Bids/Quotes/Rate Sheets/Letters of Interest

- Verbal quotes must be submitted in writing on the subcontractor's letterhead prior to award.
- If you choose to self-perform a work area in which you received a bid/quote, you must submit a quote for doing the work yourself (self-quote) so that we can compare the two.
- Please make sure that the dollar amounts listed on the quotes match the dollar amounts listed on the Summary Sheet and also the dollar amounts listed in the List of Subs page of your bid (if applicable). If the dollar amounts differ, explain the discrepancy in your Summary Sheet.
- Prior to award, copies of **ALL** bids, quotes, rate sheets, and letters of interest received (including MBE/WBE/SBE/EBE/DVBE/OBE) must be submitted, even if it is in a work area that you did not Outreach in.

Document all relevant correspondence on the Summary Sheet.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 1: Login to BAVN

NOTE: The Business Inclusion Program (BIP) section of the website requires a BAVN login id and password. If you need a user id, go to www.labavn.org to register. Registration is simple and currently free of charge. Once you receive your login id and password, follow the steps below.

You can also select an Opportunity from the **News Feed**

The screenshot shows the LABAVN website header with the City of Los Angeles logo and navigation links: SEARCH, REGISTER, LOGIN, SUPPORT. Below the header is a search area titled "Search for Bid Opportunities with the City of Los Angeles" with dropdown menus for Status (Open) and Category (All), and input fields for BAVN ID and Keyword. A "Login" button is circled in red. To the right is a login form with fields for E-mail (carr.mensah-oduro@la) and Password, and a "Login" button.

The screenshot shows the "News Feed" section with a list of bid opportunities. The "News Feed" header is circled in red. The feed contains five entries with timestamps, department names, and links to bid opportunities.

| Timestamp | Department | Opportunity Title |
|---------------|--------------------------------|---|
| 10:00am | Department of General Services | Vehicle Wrap |
| 8:10am | Department of Water and Power | PARTS, AUTOMOTIVE AND EQUIPMENT, FOR MOJAVE |
| 8:00am | Los Angeles Police Department | OPG Standard Duty Towing & Storage Services - Area 7 |
| 7:14am | Department of Water and Power | HAND SOAP AND CLEANER |
| Apr 08 7:00pm | Los Angeles World Airports | 115-027 SUPPLY AND DELIVERY OF CANINE SUPPLIES AT LOS ANGELES INTERNATIONAL AIRPORT |
| Apr 08 4:31pm | Department of Water and Power | PURCHASE TESCOM CXR LARUS, CORIANT, AND WALKER EQUIPMENT |

The screenshot shows the "A Service Brought To You By" section with logos for Los Angeles Works, Mayor's Office of Economic and Workforce Development, BCA Bureau of Contract Admin, L.A. DWP, LAWA, and THE PORT OF LOS ANGELES.

- Business Services**
- [City of Los Angeles](#)
 - [Mayor's Office of Eric Garcetti](#)
 - [BAVN Open Data](#)
 - [Bond Assistance Program](#)
 - [Building Permits](#)
 - [Business Source Centers](#)

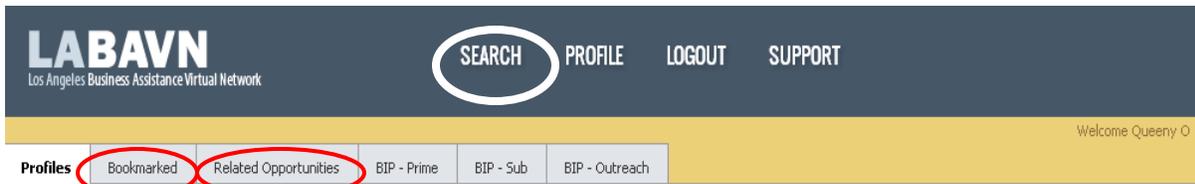
Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 2: Search for an Opportunity

You can search for an Opportunity by doing one of the following

- Click on the **Search** link, to search for the Opportunity
- Click on the **Bookmarked** tab
- Click on the **Related Opportunities** tab

You can also select an Opportunity from either the **News Feed** or from **City Departments Open Bids list**



For this example, we will search for an opportunity using **Status, Online BIP** and **Department**.

The image shows a search form for opportunities. At the top, there are two tabs: 'Opportunities' and 'Subcontractors'. Below the tabs, there is a search bar with the text 'Search for Opportunities' circled in red. The search bar contains a text input field for 'BAVN ID:' and a 'Search' button. Below the search bar, there are several filter options: 'Status:' (Open), 'Category:' (All), 'Type:' (All), 'Online BIP:' (Has an Online B), and 'Department:' (Minority Business Oppo). There are also date range filters for 'Posted Date:' and 'Due Date:'. At the bottom of the form, there is a 'Search' button circled in red.

- Click on the **Search** button

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- Choose desired opportunity from the result list

Search Results

Displaying 1 - 6 of 6 records

| Title | Status | Posted | Due | Department |
|--------------------------------------|--------|----------|----------|--------------------------------------|
| My First Opportunity | Open | 04/29/19 | 04/29/20 | Minority Business Opportunity Center |

Click on the Subcontractor tab to begin your Outreach to Subcontractors

| | | | |
|----------------|-------------------|-----------------------|----------------|
| Summary | Prime Contractors | Subcontractors | Contacted Subs |
|----------------|-------------------|-----------------------|----------------|

My First Opportunity

[Bookmark this opportunity](#) to express your company's interest to the department. Interested companies will receive e-mail updates about this opportunity.

| General Information | | Status | |
|---------------------|------------------------------|----------------------|----------------------|
| BAVN ID: | 19937 | Status: | Open * |
| Category: | Construction | Posted: | 04/29/19 |
| Type: | Request For Proposal | Outreach Due: | 04/15/20 12:00 AM ** |
| Description: | Posting my first opportunity | Bid Due: | 04/29/20 5:00 PM |
| Prime NAICS: | | Summary Due: | 04/30/20 4:30 PM |
| Sub NAICS: | 237210: Land Subdivision | | |

| Contact | |
|---------------|--|
| Dept: | Minority Business Opportunity Center |
| Name: | System Administrator |
| Email: | support@labavn.org |

NOTE Opportunities with the Business Inclusion Program (BIP) have an **Outreach Due Date**. It is important to complete the outreach on or before the outreach due date.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 3: Identify Subcontracting NAICS Codes and Notify Potential Subcontractors

- Select **NAICS Codes** you are interested in Subcontracting
- Select **Certifications**
- Click on the **Search** button

My First Opportunity

BIP Outreach Overview

| NAICS | Title | Required | Made |
|--------|------------------|----------|------|
| 237210 | Land Subdivision | 3 | 0 |

In addition to performing the required outreach, a bidder/ proposer must also complete their on-line Summary Sheet. A bidder's/ proposer's failure to utilize the BAVN's Summary Sheet function will result in their bid/ proposal being deemed non-responsive.

Search for Subcontractors

[Find Subs with Other NAICS Codes](#)

Select NAICS Codes: (required)

Sub NAICS Codes:

[Land Subdivision](#)

237210 23721 2372

Select Certifications: (optional)

City of Los Angeles Certifications:

DBE: Disadvantaged Business Enterprise
 DVBE: Disabled Vets Business Enterprise
 EBE: Emerging Business Enterprise
 LBE: Local Business Enterprise (LA)
 MBE: Minority Business Enterprise
 SBE: Small Business Enterprise (LA)
 SLB: Small Local Business Enterprise
 OBE: Other Business Enterprise
 WBE: Women-Owned Business Enterprise

Harbor Certifications:

LBE: Local Business Enterprise
 SBE: Small Business Enterprise
 VSBE: Very Small Business Enterprise

Company Information: (optional)

Name:

Zip code:

Only display companies that can be notified online



Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- From the result list of companies click on the checkbox next to the Subcontractor you are interested in (You can only select 15 subcontractors at a time) and click on the **Select Subs** button

Subcontractor Search Results

You are searching for subcontractors;

- where the company is registered under the following NAICS code(s):
 - 2372: Land Subdivision
 - 23721: Land Subdivision
 - 237210: Land Subdivision

| | Companies | Address | Phone | Certification |
|-------------------------------------|---|--|--------------|---|
| <input checked="" type="checkbox"/> | A Test Company - ITA TEST COMPANY | 200 N. Main St CHE 13 Los Angeles, CA 90012 | 999-999-9999 | OBE |
| <input checked="" type="checkbox"/> | Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT | 200 N. Main St Los Angeles , CA 90012 | 213-922-7761 | SBE (Harbor) VSBE (Harbor) OBE |
| <input checked="" type="checkbox"/> | J and Y Inc - ITA TEST COMPANY | 13612 Main St Los Angeles, CA 90706 | 213-978-2953 | SLB SBE (Harbor) VSBE (Harbor) LBE (Harbor) OBE |

1697 companies found. Check the checkboxes and click the Notify button to contact the listed companies.

Select Subs

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 4: Conduct the Outreach

Create/modify the solicitation letter

The system will generate a standard solicitation letter for you

- Select your company contact
- Review the list of Recipients (subcontractors you will be notifying)
- Review the shell letter.
- You can also include additional information in the input box.
- Specify the due date of the proposals
- Click on the "Notify Subcontractors" button

My First Opportunity

Follow the steps below to send e-mails to your selected subcontractors

Step 1: Select your company contact person

Adwoa Oduro
213-922-7761
sunshinequeemy@yahoo.com

Step 2: Review recipients

- J and Y Inc - ITA TEST COMPANY
- A Test Company - ITA TEST COMPANY
- Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT

Step 3: Review the shell letter and submit the form to send e-mails to selected recipients

Date: February 13, 2015

Name of Subcontracting/Subconsulting Firm
Address
City, State, Zip Code
Country

Attention: Subcontractor Name

Subject: My First Opportunity

Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT is in the process of preparing a proposal for the above project and is interested in receiving subcontracting proposals for the following item(s):

Sub Work Areas:
- 237210 - Land Subdivision

A copy of the My First Opportunity bid specifications and plans are available for review in the office of Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT, the City department's plan room, or on the Los Angeles Business Assistance Virtual Network (LA BAVN) website at <http://www.labavn.org/bid.cfm?19937>.

Please send us a quote and/or qualifications on any of the above items by e-mailing <Selected Company Contact>. DO NOT RESPOND TO THIS E-MAIL. Indicate if you are a certified MBE, WBE, SBE, EBE, DVBE or DBE contractor.

The bid due date is April 29, 2020. We must receive your proposal no later than

04/29/2020

For bond assistance you may contact the City of Los Angeles Bond Assistance Program at (213) 327-0298.

Truly yours,

Name of Prime Contractor
Selected Company Contact Name
Selected Company Contact Phone Number
Selected Company Contact Fax Number
Selected Company Contact Email Address

Notify Subcontractors

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

NOTE: The selected subcontractors will receive the solicitation notification through e-mail.

Confirmation of the contacted Subcontractors is shown below.

My First Opportunity

This opportunity is eligible for the Business Inclusion Outreach Program. [Review your Summary Sheet here](#)

New Subcontractor Outreaches Made On 05/22/14

| Subcontractor | Certs | Address | Phone | NAICS Work Area |
|---|--------------------|---|--------------|-----------------------|
| A Test Company - ITA TEST COMPANY | | 200 N. Main St, CHE 13, Los Angeles, CA 90012 | 999-999-9999 | • Listed under 541910 |
| Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT | SBE VSBE | 200 N. Main St, Los Angeles, CA 90012 | 213-922-7761 | • Listed under 541910 |
| J and Y Inc - ITA TEST COMPANY | SLB SBE VSBE | 13612 Main St, Los Angeles, CA 90706 | 213-978-2953 | • Listed under 541910 |

Subcontractor Outreaches

| Subcontractor | Address | Phone | Outreach Date |
|---|---|--------------|---------------|
| 541910 - Marketing Research and Public Opinion Polling | | | |
| A Test Company - ITA TEST COMPANY | 200 N. Main St, CHE 13, Los Angeles, CA 90012 | 999-999-9999 | 05/22/14 |
| Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT SBE (Harbo),VSBE (Harbo) | 200 N. Main St, Los Angeles, CA 90012 | 213-922-7761 | 05/22/14 |
| J and Y Inc - ITA TEST COMPANY SLB,SBE (Harbo),VSBE (Harbo) | 13612 Main St, Los Angeles, CA 90706 | 213-978-2953 | 05/22/14 |

NOTE: The Outreach due date and time - The Subcontractor Outreach (the sending out of the solicitation letters) must be completed before this date and time. 12:00 AM is the morning of that date (midnight of the previous day).

NOTE: The Summary Sheet due date and time - The Summary Sheet must be completed by this date and time and include all responses received from potential subcontractors. Editing of the Summary Sheet will be disabled after the due date and time.

NOTE: Review the list of work areas for which subcontractors have been outreached to. Be aware of the number of subcontractors to which you are required to outreach to in each work area versus the number of subcontractors that you have actually outreached to so far. Roll over each certification to ensure there are certified firms available.

REVIEW - The checklist to make sure that you have completed all of the steps required to be a successful bidder on the project.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 5: Review Your BIP Outreach Activities

Once you have outreached and selected the subcontractors to send the solicitation letter to, **your Summary Sheet will be created automatically**. As a Prime, you can access your Summary Sheet at anytime before the due date. Visit your **Profile** page and simply click on the “**BIP Prime**” tab to review your past contacts and to review the outreach requirements.

My First Opportunity

This opportunity is eligible for the Business Inclusion Outreach Program. [Review your Summary Sheet here](#)

To review your summary sheet, click on the [Review your Summary Sheet](#) here link and click on the **Opportunity**

Incomplete Summary Sheet

The **RED** columns and rows indicate that you have not met the minimum outreach requirements of certified companies per work areas.

My First Opportunity

[View Summary Sheet with all outreaches](#) | [View this opportunity online](#) | [View all related subcontractors for this opportunity](#)

NOTE: The Summary Sheet display has changed. [Please download the updated BIP manual](#) for an explanation of the new display. Contact ITA.BAVN@lacity.org for any questions.

BIP Outreach Summary

| NAICS Work Areas | | Minimum Requirements | | Number of Certified and Other Firms Contacted Per Work Area | | | | | | | | | |
|------------------|------------------|----------------------|------|---|-----|-----|-----|------|-----|-----|-----|-----|--|
| Code | Description | Required | Made | MBE | WBE | SBE | EBE | DVBE | OBE | DBE | SLB | LBE | |
| 237210 | Land Subdivision | 3 | 5 | 0* | 0* | 2 | 0* | 0 | 5 | 0 | 1 | 2 | |

* You have not made the required outreach in one or more specific areas. Roll over the highlighted number for more details on the issue.

NOTE: Continue to outreach to Subcontractors until you have met the minimum outreach requirements and all columns and rows are Green. You can roll over each certification to ensure that there are certified firms available.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 6: Completed Summary Sheet – The minimum requirements have been met and all rows and columns are highlighted in Green.

My First Opportunity

[View Summary Sheet with all outreaches](#) | [View this opportunity online](#) | [View all related subcontractors for this opportunity](#)

NOTE: The Summary Sheet display has changed. [Please download the updated BIP manual](#) for an explanation of the new display. Contact ITA.BAVN@lacity.org for any questions.

BIP Outreach Summary

| NAICS Work Areas | | Minimum Requirements | | Number of Certified and Other Firms Contacted Per Work Area | | | | | | | | | |
|------------------|------------------|----------------------|------|---|-----|-----|-----|------|-----|-----|-----|-----|--|
| Code | Description | Required | Made | MBE | WBE | SBE | EBE | DVBE | OBE | DBE | SLB | LBE | |
| 237210 | Land Subdivision | 3 | 0 | 1 | 2 | 5 | 1 | 0 | 6 | 3 | 2 | 3 | |

In addition to performing the required outreach, a bidder/ proposer must also complete their on-line Summary Sheet. A bidder's/ proposer's failure to utilize the BAVN's Summary Sheet function will result in their bid/ proposal being deemed non-responsive.

BIP Supporting Documents

| File Name | Description | Uploaded |
|-----------------------------|-------------|------------|
| cal2014.pdf | | 05/02/2014 |

Bids Submitted by Sub-Contractors

| Date | NAICS | Bid | Attachment | Notes |
|---|--------|----------|-----------------------------|-------|
| Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT | | | | |
| 05/02/14 | 517210 | \$500.00 | cal2014.pdf | |

Prime Contractor Summary

| Company Summary | | | |
|-----------------|---|---------|-------|
| Vendor ID: | 47800 | Tax ID: | 34789 |
| Name: | Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT | BTRC: | |
| Address: | 200 N. Main St Los Angeles , CA 90012 | Certs: | SBE |
| Phone | 213-922-7761 | | |
| Fax | 213-985-5556 | | |

| Company Staff | | | | |
|--------------------------|------------------------------|--------------|-----|-------|
| Name | E-mail | Phone | Fax | Title |
| O, Queeny (Main Contact) | carr.mensah-oduro@lacity.org | 213-922-7761 | | |
| H, Ramon | ramon@email.org | 213-922-7761 | | |
| Oduro, Carolyn | caroduro@test.com | 213-922-7760 | | |

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

BIP Outreach Submission Checklist

- You must perform your BIP outreach by **11/16/16 12:00 AM**, at which point you will no longer be able to contact subs and have it count towards your BIP.
- This Summary Sheet must be completed by **12/01/16 4:30 PM**, at which point you will no longer be able to edit this form and it will be considered final.
- Where possible, outreach to DBEs, DVBEs, EBEs, LBEs, MBEs, SBEs(LA), SLBs, and WBEs in each of the required areas of work
- You may want to outreach and list LBEs to take advantage of the Local Bid Preference
- List ALL potential subcontractors/suppliers with whom the Bidder has had contact regarding this project and/or ALL those who have submitted sub-bids
- Make sure all subcontractors/suppliers listed on the Bidder's Summary Sheet have the following complete information:
 - ALL of the responses and/or bids received (to include the exact work to be performed/materials purchased for the included bid-listed amount), and that the subbid is unaltered by the Prime
 - That all "verbal" subbids are substantiated with hard quotes;
 - Summary Sheet: the exact name of the subcontractor/supplier who submitted the bid;
 - Summary Sheet: does the dollar amount of the subbid match the subbid amount and the bid-listed amount (if applicable);
 - That a brief reason is given for selection/non-selection of a subcontractor/supplier;
 - That the subcontractor (or Prime)/supplier is selected for every work area;
 - That the "incomplete" subbids were clearly defined as to why they were considered incomplete;
- This Summary Sheet was created on 05/22/2014 01:40 PM by Queeny O and last saved on 05/28/2014 03:28 PM by Queeny O

BIP Summary Sheet

- To modify the Summary Sheet, click on the "Edit this Section" link by the corresponding area you wish to edit
- [View Summary Sheet with only responses](#)
- [Add A Company to the Summary Sheet Manually](#)

| Subcontractors | | Contacted | Responded | Response/Bid | Notes/ Reasons for selection/non-selection |
|--|---|-----------|-----------|--------------|--|
| 541511: Custom Computer Programming Services [Edit this section] | | | | | |
| 1. | A Test Company - ITA TEST COMPANY (999) 999-9999 [o] | 06/03/14 | | No Response | |
| 2. | Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT (213) 922-7761 [o] | 06/03/14 | | No Response | |
| 3. | J and Y Inc - ITA TEST COMPANY (213) 978-2953 certs: SLB [o] | 06/03/14 | | No Response | |
| 4. | Queenyo Creative Works- ITA TEST (213) 111-1111 certs: MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | |
| Prime Contractors | | Contacted | Responded | Bid/Response | Notes/ Reasons for selection/non-selection |
| 611430 : Professional and Management Development Training [Edit this section] | | | | | |
| 5. | Carr Color Creation - ITA TEST COMPANY- DO NOT CONTACT (626) 225-6996 [o] | 06/03/14 | | No Response | |
| - | Queenyo Creative Works- ITA TEST (213) 111-1111 MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | |
| Extended List | | Contacted | Responded | Bid/Response | Notes/ Reasons for selection/non-selection |
| Other Work Areas [Edit this section] | | | | | |
| 6. | Blue Lantern-ITA TEST COMPANY (213) 922-1110 | 06/03/14 | | No Response | |

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 7 Negotiate in Good Faith

Review the checklist to make sure that you have completed all of the steps required to be a successful bidder on the project.

To view all Subcontractors that you have outreached to, click on the **View Summary Sheet with all outreaches** link

My First Opportunity

[View Summary Sheet with all outreaches](#) | [View this opportunity online](#) | [View all related subcontractors for this opportunity](#)

The 1st section displays the **Subcontractors'** work areas in ascending order
 The 2nd section displays the **Prime Contractors** work areas
 The 3rd section displays the **Extended List** which includes subcontractors outreached to in work areas other than those specified in the **Opportunity**.

| Subcontractors | Contacted | Responded | Response/Bid | Notes/ Reasons for selection/non-selection |
|--|-----------|-----------|--------------|--|
| 541511: Custom Computer Programming Services [Edit this section] | | | | |
| 1. A Test Company - ITA TEST COMPANY (999) 999-9999 [o] | 06/03/14 | | No Response | |
| 2. Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT (213) 922-7781 [o] | 06/03/14 | | No Response | |
| 3. J and Y Inc - ITA TEST COMPANY (213) 978-2953 certs: SLB [o] | 06/03/14 | | No Response | |
| 4. QueenyO Creative Works- ITA TEST (213) 111-1111 certs: MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | |
| Prime Contractors | Contacted | Responded | Bid/Response | Notes/ Reasons for selection/non-selection |
| 611430 : Professional and Management Development Training [Edit this section] | | | | |
| 5. Carr Color Creation - ITA TEST COMPANY-DO NOT CONTACT (626) 225-6896 [o] | 06/03/14 | | No Response | |
| - QueenyO Creative Works- ITA TEST (213) 111-1111 MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | |
| Extended List | Contacted | Responded | Bid/Response | Notes/ Reasons for selection/non-selection |
| Other Work Areas [Edit this section] | | | | |
| 6. Blue Lantern-ITA TEST COMPANY (213) 922-1110 | 06/03/14 | | No Response | |

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Edit Your Summary Sheet

- To update information submitted by the Subcontractors, click on the **Edit this Section** link

| Subcontractors | | Contacted | Responded | Response/Bid | Notes/ Reasons for selection/non-selection |
|---|--|-----------|-----------|--------------|--|
| 541511: Custom Computer Programming Services | | | | | [Edit this section] |
| 1. | A Test Company - ITA TEST COMPANY (999) 999-9999 [o] | 06/03/14 | | No Response | |
| 2. | Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT (213) 922-7781 [o] | 06/03/14 | | No Response | |
| 3. | J and Y Inc - ITA TEST COMPANY (213) 978-2953 certs: SLB [o] | 06/03/14 | | No Response | |
| 4. | Queenyo Creative Works- ITA TEST (213) 111-1111 certs: MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | |
| Prime Contractors | | Contacted | Responded | Bid/Response | Notes/ Reasons for selection/non-selection |
| 611430 : Professional and Management Development Training | | | | | [Edit this section] |
| 5. | Carr Color Creation - ITA TEST COMPANY- DO NOT CONTACT (626) 225-5898 [o] | 06/03/14 | | No Response | |
| - | Queenyo Creative Works- ITA TEST (213) 111-1111 MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | |
| Extended List | | Contacted | Responded | Bid/Response | Notes/ Reasons for selection/non-selection |
| Other Work Areas | | | | | [Edit this section] |
| 6. | Blue Lantern-ITA TEST COMPANY (213) 922-1110 | 06/03/14 | | No Response | |

- Click on the **Edit button** corresponding to Company you would like to Edit

| | |
|---|-------------------------------------|
| Subcontractor Work Areas | |
| 541511 : Custom Computer Programming Services | [Edit this section] |
| Prime Contractor Work Areas | |
| 611430 : Professional and Management Development Training | [Edit this section] |
| Extended List | |
| Other NAICS Codes | [Edit this section] |

| Subcontractors | Contacted | Responded | Response/Bid | Notes | Edit |
|---|-----------|-----------|--------------|-------|----------------------|
| 541511 : Custom Computer Programming Services | | | | | |
| A Test Company - Ita Test Company [o] | 06/03/14 | | No Response | | Edit |
| Carr'S Creation - Ita Test Company-Do Not Contact [o] | 06/03/14 | | No Response | | Edit |
| J And Y Inc - Ita Test Company MBE,WBE,EBE,SLB [o] | 06/03/14 | | No Response | | Edit |
| Queenyo Creative Works- Ita Test MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | | Edit |

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- Choose a Response from the drop down
- Enter the Response Date
- Enter the Bid Amount
- Indicate whether or not you have Selected this company to work with
- Enter Bid Notes if applicable
- Click on the **Save Summary Sheet** button to submit form

The screenshot shows a web form for the Business Inclusion Program (BIP) Outreach. The form is titled "A Test Company - ITA TEST COMPANY". The fields are as follows:

- Company:** A Test Company - ITA TEST COMPANY
- Response:** Submit Quote (dropdown menu)
- Response Date:** 06/03/2014 (calendar icon) Please enter a date between 06/03/2014 and 06/03/2014
- Bid Amount:** 200 (text input) Please only enter numbers. Do not enter dollar signs, commas, or other special characters.
- Selected:** Yes (dropdown menu)
- Prime Bid Notes:** (text area) 0/600 characters max

A red arrow points to the "Save Summary Sheet" button, which is circled in red.

NOTES

Response- This field is required and you must select a response type first before entering values in the other fields. The possible values for this field are:

No Response: The Subs did not respond

Response/No-submittal: Sub responded but did not bid

Submit Quote: Sub responded with a bid amount

Response Date: List the date that the Sub responded with a bid.

Selected: Selected: Prime selected the sub **Yes**

Not Selected (No): Prime received a subcontractor bid but did not select the subcontractor.

Bid Amount This field is required when "Submit Quote" is selected as the response type. **For all RFPs, RFQs and RFBs, there will be a Response Bid Amount column to display the bid amount**

Prime Bid Notes. Enter any necessary information here about the Sub, including reasons for selection/non-selection. You can add notes by clicking the "Add Notes" link.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Your Summary Sheet will look very similar to the form below, **indicating which companies you selected (with an asterisk)**, the ones you did not and those companies that did not respond. Follow the prior steps to completely fill in the responses from your Subcontractors.

| Subcontractors | | Contacted | Responded | Response/Bid | Notes/ Reasons for selection/non-selection |
|--|--|-----------|-----------|--------------|--|
| 541511: Custom Computer Programming Services | | | | | [Edit this section] |
| 1. | A Test Company - ITA TEST COMPANY * (999) 999-9999 [o] | 06/03/14 | 06/03/14 | \$200.00 | |
| 2. | J and Y Inc - ITA TEST COMPANY * (213) 978-2953 certs: SLB [o] | 06/03/14 | 06/03/14 | \$250.00 | |
| 3. | Carr's Creation - ITA TEST COMPANY-DO NOT CONTACT (213) 922-7761 [o] | 06/03/14 | 06/03/14 | No-Submittal | |
| 4. | QueenyO Creative Works- ITA TEST (213) 111-1111 certs: MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | |
| Prime Contractors | | Contacted | Responded | Bid/Response | Notes/ Reasons for selection/non-selection |
| 611430 : Professional and Management Development Training | | | | | [Edit this section] |
| 5. | Carr Color Creation - ITA TEST COMPANY- DO NOT CONTACT (626) 225-6886 [o] | 06/03/14 | | No Response | |
| - | QueenyO Creative Works- ITA TEST (213) 111-1111 MBE,WBE,SBE,EBE,DBE,DVBE,SLB [o] | 06/03/14 | | No Response | |
| Extended List | | Contacted | Responded | Bid/Response | Notes/ Reasons for selection/non-selection |
| Other Work Areas | | | | | [Edit this section] |
| 6. | Blue Lantern-ITA TEST COMPANY (213) 922-1110 | 06/03/14 | | No Response | |

NOTES The Summary Sheet will not count subcontractors that were not registered in the required work area(s) or not outreached to online.

The symbol **[o]** indicates an outreach was made by the Prime to the Subcontractor. The symbol **[p]** indicates the Prime manually added the Subcontractor to the summary sheet. The symbol **[s]** indicates a Subcontractor self-submitted a quote to the Prime.

Subcontractors, who you did not outreach to, can self-submit a quote to you up until the Close Date of the Opportunity. The 8 Day rule to self-submit a quote to a Prime, no longer applies.

For all RFPs, RFQs and RFBs, there will be a Response Bid Amount column to display the bid amount

For all RFIs and RFQualification the Response is either a no-submittal, or response with no-submittal. The response bid amount is usually not required

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 8: Add a Subcontractor to the Summary Sheet Manually

A Prime can manually add subcontractors to their summary sheet if they are interested in working or outreaching to a Subcontractor that is not registered in the BAVN or not on the list of Subcontractor search.

1. From your Summary Sheet click on the **Add A Company to the Summary Sheet Manually** link.

NOTE: This link is only available after you have fulfilled the outreach requirements

BIP Summary Sheet

- To modify the Summary Sheet, click on the "Edit this Section" link by the corresponding area you wish to edit
- [View Summary Sheet with only responses](#)
- [Add A Company to the Summary Sheet Manually](#)

2. **Search for the Company** – This is to prevent duplication. Click on the **Search Companies** button

Add Company Manually to Summary Sheet

| | | |
|--|--|---|
| Step 1: Search For A Company | Step 2: Identify The Company | Step 3: Enter Contact Information |
|--|--|---|

Search For A Company

To manually add a company to your Summary Sheet, Your first step will be to search through the list of registered BAVN companies to see if the company you want to add is already registered on BAVN.

Company Name:

Search Companies

3. **Select Company from result list**

| Send Message to Company | Add Company Manually | Company | Certs |
|----------------------------------|----------------------|---|-------|
| <input checked="" type="radio"/> | Add | Test Company 111 E First ST Los Angeles, CA 90012 | |
| <input type="radio"/> | Add | Test Company Name GHG 200 N Main ST Los Angeles, CA 90012 | |

Notify Selected Company

If the result list includes the company, simply

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

check the box under **Send Message & Add Company**, to send a Notification letter. If you want to add them without notifying them, click on the **Add** link to add the Sub to your BIP. Click on the **Notify Selected Company** button

Option 1: You may send the company a message stating your interest by selecting the checkbox under **Send Message to Company**

- Select the company that you wish to add to your summary sheet.
- Click the **Notify Selected Companies** button located at the bottom of the list.
- Complete the solicitation letter and click **Notify Subcontractors** button.

Option 2: You have the option to simply add the subcontractor to your Summary Sheet without sending a letter of interest by clicking on the **Add** link next to the company name.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Enter Contact Information

| Review the subcontractor information | |
|--------------------------------------|---|
| Name: | Test Company |
| Address: | 111 E First ST Los Angeles, CA 90012 |
| Phone: | 213-978-7225 |
| NAICS: | 111110: Soybean Farming |
| Certs: | |

| Select the NAICS code for which you wish to use the subcontractor * | | | | | |
|---|---|----------------------|----------------|----------------------|----------------------|
| Other NAICS | Description | Response | Selected | Responded | Bid |
| <input type="checkbox"/> | Other Work Areas | Response/No-submit ▾ | Not Selected ▾ | <input type="text"/> | <input type="text"/> |
| Sub NAICS | Description | Response | Selected | Responded | Bid |
| <input type="checkbox"/> | 511511 Custom Computer Programming Services | Response/No-submit ▾ | Not Selected ▾ | <input type="text"/> | <input type="text"/> |
| Prime NAICS | Description | Response | Selected | Responded | Bid |
| <input type="checkbox"/> | 811430 Professional and Management Development Training | Response/No-submit ▾ | Not Selected ▾ | <input type="text"/> | <input type="text"/> |

Please describe who made initial contact, when contact was made, how contact was made, what prompted contact and ultimately why the subcontractor was or was not selected

0/600 characters max

Please verify that the subcontractor's address, contact information, and selected NAICS work areas are accurate. This information cannot be edited after submission.

Add Company to Summary Sheet

- Check the work area for which you wish to add the company.
- Provide the **Response, Response Date, Bid Amount and Selection**, if applicable.
- Add a **description** of the communication between you and the subcontractor in the "Contact Information/Notes" box.
- Click on the **Add Company to Summary Sheet** button. The company will then be added to your Summary Sheet.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

NOTE If the company doesn't exist in the BAVN's vendor database, click the "Manually add a new company to your Summary Sheet" link.

Add A New Subcontractor

One or more companies were found on BAVN matching the name 'Test.' Either review the search results and add a listed subcontractor or manually add a new subcontractor.

- [Manually add a new company to your Summary Sheet](#)

You must enter the new company's information into the BAVN's vendor database. This information will be automatically added into your Summary Sheet. Once added, the company will be visible in the list after using the search function of adding a company manually. If the same company registers itself with the appropriate NAICS code, they will appear in the subcontractors listing.

Enter Contact Information

| Enter subcontractor information | |
|---------------------------------|---|
| Company Name: * | <input type="text" value="Test"/> |
| Address Line 1: * | <input type="text"/> |
| Address Line 2: | <input type="text"/> |
| City: * | <input type="text"/> |
| State: * | <input type="text" value="California"/> |
| Zip Code: * | <input type="text"/> |
| Phone: * | <input type="text"/> |
| Enter contact information | |
| First Name: * | <input type="text"/> |
| Last Name: * | <input type="text"/> |
| E-mail: | <input type="text"/> |

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Enter Contact Information

| Review the subcontractor information | |
|--------------------------------------|---|
| Name: | Test Company |
| Address: | 111 E First ST Los Angeles, CA 90012 |
| Phone: | 213-978-7225 |
| NAICS: | 111110: Soybean Farming |
| Certs: | |

| Select the NAICS code for which you wish to use the subcontractor | | | | | |
|---|---|----------------------|----------------|----------------------|----------------------|
| Other NAICS | Description | Response | Selected | Responded | Bid |
| <input type="checkbox"/> | Other Work Areas | Response/No-submit ▼ | Not Selected ▼ | <input type="text"/> | <input type="text"/> |
| Sub NAICS | Description | Response | Selected | Responded | Bid |
| <input type="checkbox"/> | 541511 Custom Computer Programming Services | Response/No-submit ▼ | Not Selected ▼ | <input type="text"/> | <input type="text"/> |
| Prime NAICS | Description | Response | Selected | Responded | Bid |
| <input type="checkbox"/> | 611430 Professional and Management Development Training | Response/No-submit ▼ | Not Selected ▼ | <input type="text"/> | <input type="text"/> |

Please describe who made initial contact, when contact was made, how contact was made, what prompted contact and ultimately why the subcontractor was or was not selected

0/600 characters max

Please verify that the subcontractor's address, contact information, and selected NAICS work areas are accurate. This information cannot be edited after submission.

Add Company to Summary Sheet

- Provide the Name and Contact Information of the company.
- Click on the checkbox next to the work area that you wish to add the company onto your Summary Sheet.
- Provide the Response, Response Date, Bid Amount and Selection, if applicable.
- Add a description of the communication between you and the subcontractor in the "Contact Information/Notes" box.
- Click the "Add Company to Summary Sheet" button. The company will then be added to your Summary Sheet.

NOTE: Once the subcontractor is added in this manner, it is not considered registered until the subcontractor creates a BAVN user ID and updates their NAICS codes, licenses etc. This registration must be completed before the award of the contract.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Important Notes regarding the online BIP Outreach:

- Make sure you meet the Outreach requirements before the respective deadlines. The system automatically keeps track of all of the Outreach/contact you make on the BAVN. The system also allows you to keep track of Outreach/contact you make outside of the BAVN; however, this information will need to be entered manually onto your Summary Sheet.
- All Outreach/contact must be made no later than **11:59 PM on the 15th day prior to the bid due date. After this date**, the subcontractor selection form will be disabled. However, you will still be able to view or print the subcontractor listing.
- The Summary Sheet must be completed by **4:30 PM one day after the Bid due date (Close date)**, at which point you will no longer be able to make edits and it will be considered final. However, you will still be able to view/print the Summary Sheet.
- Once you have completed your Summary Sheet online, there is no need to submit a hard copy with your bid package. City Staff will have online access to your Summary Sheet. If there are any questions or potential errors, Staff will contact you for clarification. However, you may want to print out your Summary Sheet for your personal records.
- **Please note that nothing in this document supersedes the requirements in a project's bid package. This should only be used as a guide in your completion of the BIP Outreach requirement online.**

Appendix A

STANDARD PROVISIONS FOR CITY CONTRACTS

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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 hereof. The language of this contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC – 2. NUMBER OF ORIGINALS

The number of original texts of this contract shall be equal to the number of the parties hereto, one text being retained by each party. At the City's option, one or more additional original texts of this Contract may also be retained by the City.

PSC – 3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including, but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this contract.

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 law of a federal, state or local government having jurisdiction over this contract the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

PSC – 4. 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 hereto;
- 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 the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this contract and has been attested to by the City Clerk.

PSC – 5. INTEGRATED CONTRACT

This contract contains the full and complete agreement between the parties, sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous

agreements or understandings, whether written or oral, relating thereto. No verbal agreement nor conversation with any representative of either party shall affect or modify any of the terms and conditions of the contract.

PSC – 6. AMENDMENT

Any change to the terms of the contract, including changes in the scope of work to be performed and any increase or decrease in the amount of compensation, which are agreed to by the parties shall be incorporated into the contract by a written amendment properly executed by the authorized representatives of the parties and effective pursuant to the provisions of PSC-4. No verbal agreement with any officer or employee shall affect or modify any of the terms or conditions of the contract.

PSC – 7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes 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.

PSC – 8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC – 9. WAIVER

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

PSC – 10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The City may terminate this contract for the City's convenience at any time by giving Contractor thirty days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, Contractor shall have no further claims against the City under this contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract due to Contractor's breach of this contract
2. 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 the City may immediately terminate this contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this contract or violates the City's lobbying policies, then the City may immediately terminate this contract.
4. In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. 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 not been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the 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.

PSC – 11. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of Contractor has been, is, or shall be an employee of the City by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. 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.

PSC – 12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel

who are assigned to work under this contract. Contractor agrees to remove personnel from performing work under this contract if requested to do so by the City.

Contractor shall not use subcontractors to assist in performance of this contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this contract. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

PSC – 13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

Contractor shall not, unless it has first obtained the prior written consent of the 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 – 14. PERMITS

Contractor and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance hereunder and shall pay any fees required therefore. Contractor certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC – 15. CLAIMS FOR LABOR AND MATERIALS

Contractor shall promptly pay when due all amounts payable 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), against Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC – 16. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this contract, Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC – 17. 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, in accordance with requirements prescribed by the City. These records shall be retained for a period of no less than five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of this contract. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

PSC – 18. FALSE CLAIMS ACT

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC – 19. BONDS

All bonds which may be required for performance of services shall conform to City requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC – 20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend (with counsel subject to approval by City), indemnify and hold harmless the City and 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the 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, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC – 21. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor, at its own expense, undertakes and agrees to defend (with counsel subject to City approval), indemnify, and hold harmless the City, and 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, cost of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this contract; or (2) as a result of the City's actual or intended use of any work product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Work Products are all works, tangible or not, created under this contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual records, and sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-21 shall survive expiration or termination of this contract.

PSC – 22. 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, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC – 23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this contract shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this contract, Contractor hereby grants 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 the City.

Any subcontract entered into by Contractor relating to this contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract to contractually bind or otherwise oblige its subcontractors performing work under this contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law including, but not limited to termination of the contract.

PSC – 24. INSURANCE

During the term of this contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages 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 (Form General 146), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and the Instructions and Information on Complying with City Insurance Requirements and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

PSC – 25. DISCOUNT TERMS

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this contract which meet the discount terms.

PSC – 26. 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 – 27. NON-DISCRIMINATION

Unless otherwise exempt, this contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code as amended from time to time. The 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 the City. In performing this contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital state or medical condition. Any subcontract entered into by Contractor to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City.

PSC – 28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and 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. 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, 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. 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. Contractor shall, upon request, provide evidence that it 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 Contractor.
- F. Upon a finding duly made that 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. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the 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, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- 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, 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. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject 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.

PSC - 29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code as amended from time to time.

- A. During the performance of a City contract, Contractor certifies and represents that Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. Contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract compliance, Contractor shall certify on an electronic or hard copy form to be supplied, that Contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such breach may be the basis for a determination by the awarding authority or the Board of Public Works that said Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that Contractor has been guilty of a willful violation of the

California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to Contractor by the City under the contract, a penalty of ten dollars(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

- H. Notwithstanding any other provisions of a City contract, the City shall have any and all remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Contractor shall submit an Affirmative Action Plan which shall meet the requirements of the Los Angeles Administrative Code at the time it submits its bid or proposal or at the time it registers to do business with the City. The Plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a Plan, Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimizes the impact of any disability.
- N. Any adjustments which may be made in the Contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract 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 Contract.

PSC – 30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that Contractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.*, of the California Family Code; and (4) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to obtain compliance of its subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies 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 Section 7110(b) of the California Public Contract Code.

PSC – 31. LIVING WAGE ORDINANCE

- A. Unless otherwise exempt, the Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time. This Ordinance requires the following:
1. Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. Contractor 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 shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. Contractor, 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 opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by the City.
 4. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO.

5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
 6. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is attached hereto as Attachment 1, in a prominent place in an area frequented by employees.
- B. Under the provisions of Section 10.37.6(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 has violated the LWO provision.
 - C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor 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 City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor 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. Contractor shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Contractor shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Contractor.

PSC – 32. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time.

PSC – 33. AMERICANS WITH DISABILITIES ACT

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC – 34. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor 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 fitness and ability to continue performing this contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this contract, Contractor 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. Contractor further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City 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 Contractor Responsibility Ordinance in performance of the subcontract.

PSC – 35. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld.

PSC – 36. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative code as amended from time to time.

- A. During the performance of the contract, Contractor certifies and represents that Contractor will comply with the EBO.
- B. The failure of Contractor to comply with the EBO will be deemed to be a material breach of this contract by the City.
- C. If Contractor fails to comply with the EBO the City may cancel, terminate or suspend this contract, in whole or in part, and all monies due or to become due under this contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may

terminate the contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

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

"During the performance of a contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at 213-847-1922."

PSC – 37. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. Contractor certifies that it has complied with the applicable provisions of the Slavery Disclosure ordinance. Failure to fully and accurately complete the affidavit may result in termination of this contract.

PSC – 38. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; (2) interview qualified individuals referred by CDD; and (3) prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the Contractor has violated provisions of the FSHO.

PSC – 39. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

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 must 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 preferred method of submitting your documents. **Track4LA™** 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 primarily 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. **Track4LA™** 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 **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (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.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

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

Completed **Insurance Industry Certificates other than Acord 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY'S online insurance-compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 235 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.
5. **Alternate 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. Contractor 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 bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

A. Affirmative Action/Nondiscrimination Program

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (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.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

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

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the 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.

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER

TITLE

E-MAIL

PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this ___ day of _____, in the year 20___, at _____, _____.
(CITY) (STATE)

COMPANY NAME

TELEPHONE/E-MAIL

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

**B. Americans with Disabilities Act Policy, 42
U.S.C. Section 12101**

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 to 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract Number _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE _____

DATE _____

**C. Child Support Ordinance, Los Angeles
Administrative Code Section 10.10**

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:

Name of Business/Borrower

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/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business/Borrower 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

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

D. Contractor Responsibility Ordinance – Pledge of Compliance and Questionnaire

**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 \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; 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 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 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 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

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 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 (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

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: _____

B. 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 stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

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.**

C. 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 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 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 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)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
 Yes **No**

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

6. Is your company in the process of, or in negotiations toward, being sold?
 Yes **No**

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

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes **No**

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

9. 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 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) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.
 Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?
 Yes **No**

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

11. In the past five 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.

12. In the past five years, has your firm 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.

F. DISPUTES

13. In the past five 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**

14. Does your firm have any outstanding judgements pending against it?

Yes **No**

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

15. In the past five 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.

G. COMPLIANCE

16. In the past five 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 9)? 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.

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

Yes **No**

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

SERVICE

18. In the past five 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.

H. BUSINESS INTEGRITY

19. 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 the firm is a publicly traded corporation. If you check **Yes** to any of the 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 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**

20. In the past five years, has your firm or 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 fraud, theft, embezzlement, perjury, bribery? For this question, the term “owner” does not include those who own stock in 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 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 or printed in ink. 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 H

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 or printed in ink. 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 C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 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 Contractors' 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.

**E. Equal Benefits Ordinance, Los Angeles
Administrative Code Section 10.821**

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: bca.ecoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) 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

Company Name: _____ BAVN Company ID # _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ E-mail: _____

Approximate Number of Employees in the United States: _____

Approximate Number of Employees in the City of Los Angeles: _____

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.”

EBO COMPLIANCE

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.

SECTION 4. 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 with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance 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 with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

_____ will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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

Executed this ____ day of _____, in the year 20____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN/TIN

F. Living Wage Statutory Exemptions

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

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

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

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

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

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

6. Are all employees covered by the Ordinance?

Intentionally left blank 8/18/06

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). 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, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, 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 months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

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

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child

Care Workers as defined in the LWO Rules and Regulations (an employee “whose work on an agreement involves the care or supervision of children 12 years of age and under.”). A copy of the IRS 501(c)(3) Exemption Letter will be required.

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

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 businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). 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-26a) 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.

CITY OF LOS ANGELES
INTERDEPARTMENTAL CORRESPONDENCE

Date: June 9, 2015

CORRECTED*

To: All Department Heads

From: John L. Reamer, Jr., Director
Bureau of Contract Administration


Subject: ANNUAL LIVING WAGE RATE ADJUSTMENT (CORRECTED)

The Bureau of Contract Administration's Office of Contract Compliance (OCC) Division, as the Designated Administrative Agency (DAA), is responsible for the administration and enforcement of the City's Living Wage Ordinance. As such, the OCC is required to publish a bulletin announcing the adjusted rates. The Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et. al) Section 10.37.2(a) provides that the wage rates paid to employees working on contracts subject to the Ordinance shall be adjusted annually to correspond with adjustments to retirement benefits paid to members of the City Employees Retirement System (CERS). Additionally, an amendment to the Living Wage Ordinance effective January 19, 2010, affecting all "Airport Employers" (defined in Section 10.37.1 of the Living Wage Ordinance), requires the OCC to make an annual adjustment to the Health Benefit hourly rate to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS) made by the CERS Board of Administration. The purpose of this memorandum is to inform you of the applicable Living Wage rates effective July 1, 2015.

The CERS Board approved a 1.3% adjustment for FY 2015-16. Based on the CERS adjustment, **the living wage rates, effective July 1, 2015, will increase to \$11.17 per hour with health benefits of at least \$1.25 per hour, or \$12.42 per hour without health benefits. For "Airport Employees," the living wage rate, effective July 1, 2015*, will also increase to \$11.17 per hour. Additionally, in accordance with Section 10.37.3(a) of the LWO, the health benefits are to be adjusted consistent with Section 10.37.2(a). Consequently, the health benefits will increase to \$4.87 per hour, or \$16.04 per hour without health benefits.** The wage rates are applicable to service contractors, public lessees/licensees, City financial assistance recipients, and their subcontractors that are subject to the Living Wage Ordinance. Please inform staff of this notice and instruct them to include the new living wage rates in all RFBs and RFPs that will be awarded after the effective date.

The "Current and Prior Living Wage Rates" notices, one for "Airport Employees" and another for all other affected employees, can be found on the BCA website (<http://bca.lacity.org>) by clicking on the "Living Wage (Adjusted LWO Wage Rate)" link on the home page. It is recommended that this notice be distributed to all contracting personnel and posted on all wage and hour bulletin boards. Thank you in advance for your cooperation and assistance and if you have any questions, please contact the Office Contract Compliance at (213) 847-2625.

City of Los Angeles

CALIFORNIA



Eric Garcetti
MAYOR

CURRENT AND PRIOR LIVING WAGE RATES

| EFFECTIVE DATES | CASH WAGE + HEALTH BENEFITS (HB) | FULL CASH WAGE |
|------------------------------|---|-----------------------|
| July 1, 2015 - June 30, 2016 | \$11.17 + \$1.25 per hour in HB | \$12.42 per hour |
| July 1, 2014 - June 30, 2015 | \$11.03 + \$1.25 per hour in HB | \$12.28 per hour |
| July 1, 2013 - June 30, 2014 | \$10.91 + \$1.25 per hour in HB | \$12.16 per hour |
| July 1, 2012 - June 30, 2013 | \$10.70 + \$1.25 per hour in HB | \$11.95 per hour |
| July 1, 2011 - June 30, 2012 | \$10.42 + \$1.25 per hour in HB | \$11.67 per hour |
| July 1, 2010 - June 30, 2011 | No Increase* | |
| July 1, 2009 - June 30, 2010 | \$10.30 + \$1.25 per hour in HB | \$11.55 per hour |
| July 1, 2008 - June 30, 2009 | \$10.00 + \$1.25 per hour in HB | \$11.25 per hour |
| July 1, 2007 - June 30, 2008 | \$9.71 + \$1.25 per hour in HB | \$10.96 per hour |
| July 1, 2006 - June 30, 2007 | \$9.39 + \$1.25 per hour in HB | \$10.64 per hour |
| July 1, 2005 - June 30, 2006 | \$9.08 + \$1.25 per hour in HB | \$10.33 per hour |
| July 1, 2004 - June 30, 2005 | \$8.78 + \$1.25 per hour in HB | \$10.03 per hour |
| July 1, 2003 - June 30, 2004 | \$8.53 + \$1.25 per hour in HB | \$9.78 per hour |
| July 1, 2002 - June 30, 2003 | \$8.27 + \$1.25 per hour in HB | \$9.52 per hour |
| July 1, 2001 - June 30, 2002 | \$7.99 + \$1.25 per hour in HB | \$9.24 per hour |
| July 1, 2000 - June 30, 2001 | \$7.72 + \$1.25 per hour in HB | \$8.97 per hour |
| July 1, 1999 - June 30, 2000 | \$7.51 + \$1.25 per hour in HB | \$8.76 per hour |
| July 1, 1998 - June 30, 1999 | \$7.39 + \$1.25 per hour in HB | \$8.64 per hour |

* The CPI applicable to the COLA for the July 2010 annual adjustment is -0.8% thereby resulting in a 0% adjustment to the Living Wage rate. Consequently, the rate remains unchanged.

For additional information or assistance, call:

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Phone: (213) 847-2625 – Email: bca.eeoe@lacity.org

LWO EXEMPTION APPLICATION

CITY OF LOS ANGELES

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

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

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

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

SECTION 1: CONTRACTOR INFORMATION

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: _____ Contract # (if any): _____

Name of Department Contact: _____ Department Phone: _____

Contract Amount: \$ _____ Start Date: _____ End Date: _____

Purpose/ Service Provided: _____

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

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

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

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

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

Other - Cite the LWO code section: _____

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

SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

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

Name of Signatory _____ Signature _____ Title _____ Date _____

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

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

G. Service Contract Worker Retention Ordinance

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 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 \$25,000.00 and for at least three 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 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 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 \$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 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, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

CITY OF LOS ANGELES

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

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)
CITY FINANCIAL ASSISTANCE RECIPIENT ("CFAR")
APPLICATION FOR NON-COVERAGE OR EXEMPTION**

A City financial assistance recipient (CFAR), as defined in Los Angeles Administrative Code Section 10.36.1(c), may apply for non-coverage or exemption if they meet the criteria described below. Under LAAC 10.36.1(c), a CFAR means any person that receives from the City in any one year discrete financial assistance for economic development or job growth totaling at least \$100,000. Service contracts for economic development or job growth are also deemed to be financial assistance once the \$100,000 threshold is reached.

Company Name: _____ Phone: _____
 Contact Person: _____
 Company Address: _____
 City: _____ State: _____ Zip: _____
 Department Awarding Financial Assistance: _____
 Number of Contracts with the City of Los Angeles: _____

(Attach a list identifying the awarding department, contract amount, contract term, and contract purpose.)

Please check the box indicating the exemption for which you are applying and follow the instructions.

Exemption 1: A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, that regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance may apply for this exemption.

To qualify: Read and sign the statement that follows. Submit this form and a copy of your IRS 501(c)(3) letter to the awarding department, who will then review it and submit it to the Bureau of Contract Administration, Office of Contract Compliance for final approval.

I certify under penalty of perjury that this corporation regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance.

Signature: _____ Date: _____

Exemption 2: A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, with an annual operating budget of less than five million dollars (\$5,000,000) may apply for this exemption.

To qualify: Submit this form, a copy of your IRS 501(c)(3) letter and a copy of your operating budget for the current fiscal year to the awarding department, who will then review it and submit it to the Bureau of Contract Administration for final approval.

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved: _____ Not Approved: _____ Date: _____

Department Contact: _____ Phone: _____

FOR BCA USE ONLY

Approved: _____ Not Approved (See Attached): _____

Analyst: _____ Date: _____

H. Los Angeles Residence Information

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 proposers 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 Organization: _____

III. Number and Percentage of Employees in Organization who are Los Angeles City Residents:

_____ %

**I. Non-Collusion Affidavit, Los Angeles City
Charter Section 386**

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, _____, depose and say that I am
_____, of _____,
("President," "Vice-President," etc.) (Insert Name and Address of Organization

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: _____ at _____
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

(Signature)

J. First Source Hiring Ordinance

FSHO COMPLIANCE

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: bca.eeoe@lacity.org

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 am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. 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 with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

_____ will fully comply with the First Source Hiring Ordinance requirements.
Company Name

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

Executed this ____ day of _____, in the year 20____, at _____, _____.
(City) (State)

Signature

Mailing Address

Name of Signatory (Please Print)

City, State, Zip Code

Title

EIN/TIN

BAVN ID No.

E-Mail

K. City Ethics Form 50 – Bidder Certification



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

Bidder Certification

CEC Form 50

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.

**L. City Ethics Form 55 – Prohibited
Contributions**



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

Prohibited Contributors (Bidders)

CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

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

Bid/Contract/BAVN Number (or other identifying information if no number):

Date Bid Submitted:

Description of Contract:

Awarding Authority (Department):

BIDDER

Name: _____

Address: _____

Email (optional): _____ Phone: _____

State Contractor ID: _____

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all 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.

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



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

Prohibited Contributors (Bidders)

CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____

Address: _____

State Contractor ID *(for identification purposes; if none, indicate "not applicable")*: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



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

Prohibited Contributors (Bidders)

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (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.

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____
 Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

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 understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

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

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

M. Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

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 and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement _____ Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- 1. 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:

| | | | |
|----------------|-------|--------------|-----|
| Company Name | Phone | Federal ID # | |
| Street Address | City | State | Zip |

- 3. Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
- 4. The Company came into existence in _____(year).
- 5. 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:

_____ 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. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

- 6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on _____ at _____, _____
(Date) (City) (State)

Signature: _____ Title: _____

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

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.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

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.

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.

**N. Local Business Certification
Affidavit of Eligibility**



**LOCAL BUSINESS CERTIFICATION
AFFIDAVIT OF ELIGIBILITY**

Name of Firm _____ BAVN Company ID Number _____

Business Address _____

City, State, Zip Code _____

Telephone Number _____ Fax Number _____ E-mail Address _____

I declare that _____ (Firm's Name)

1. Is in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes.
2. Can demonstrate:
 - a) at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on annual basis; or
 - b) at least half of its full-time employees work within the boundaries of the County at a minimum of 60 percent of their total regular hours worked on annual basis; or
 - c) it is headquartered in the County of Los Angeles. Headquartered means that the business physically conducts and manages all of its operations from a location in the County.

I declare under penalty of perjury that the foregoing is true and correct.¹

SIGNATURE _____ Title _____

Printed Name _____ Date _____

Certified Local Businesses are eligible to an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000. Preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County. Preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials at a business location in Los Angeles County. The maximum bid or proposal preference shall not exceed One Million Dollars (\$1,000,000) for any Bid or Proposal.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every two (2) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

¹ Knowingly and willfully providing false information is a violation of the City Ordinance #181910 and could subject you to fines, contract termination or debarment from transacting business with the City. Business owners claiming eligibility to the Local Business Preference Program criteria must sign this affidavit.

**O. Iran Contracting Act of 2010
Compliance Affidavit**

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 for, or entering into 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) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or 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 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 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 \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-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** 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) or more in credit to another person or vendor, for 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 (or n/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 (or n/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> |

P. Required Insurance and Minimum Limits

Required Insurance and Minimum Limits

Name: Request for Proposals

Date: 6/4/2015

Agreement/Reference: For Financial Advisory Services for the proposed Downtown LA Streetcar Project

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 |
|---|--|
| <input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL) | |
| <input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act | WC <u>Statutory</u> EL <u>1,000,000</u> |
| <input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured</u> | <u>1,000,000</u> |
| <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____ | |
| <input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) | _____ |
| <input checked="" type="checkbox"/> Professional Liability (Errors and Omissions) | <u>1,000,000</u> |
| Discovery Period <u>12 Months After Completion of Work or Date of Termination</u> | |
| <input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company) | _____ |
| <input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____ | |
| <input type="checkbox"/> Pollution Liability | _____ |
| <input type="checkbox"/> _____ | |
| <input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds | _____ |
| <input type="checkbox"/> Crime Insurance | _____ |

Other: _____

1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

Q. Internal Revenue Service W-9 Form

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

or

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.