

**Request for Proposal (RFP) for  
Document Management System  
Implementation Services  
(Documentum)**

**For  
City of Los Angeles, Department of  
Airports**

**Email: [ddmsrfp@lawa.org](mailto:ddmsrfp@lawa.org)**

**FAX: (310) 568-9937**

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## **I. PROPOSAL**

The City of Los Angeles, Department of Airports (DOA) is seeking proposals for the design and implementation of a Document and Drawing Management System (**DDMS**), using Documentum. DOA administers and operates four airports in Southern California: Los Angeles International Airport (LAX), LA Ontario International Airport (LA/ONT), Van Nuys Regional Airport (VNYS), and LA Palmdale Regional Airport (LA/PMD). The proposed system should be scalable, and have the ability to integrate into DOA's Wide Area Network (WAN).

## **II. DEFINITION OF DDMS**

The DDMS enables secure storage, quick location, and efficient management regardless of file format. It provides a single source for document management, and distributed imaging. DDMS allows for attribute and version management, determination of access rights, and document check out from the network. Full-text searching capabilities allow execution of content-based documents and an automatic audit trail is created on every activity performed on a document. DDMS provides full image viewing capabilities and document based routing. DDMS has the ability to perform mark ups and annotation to the images scanned into the DDMS system. In addition DDMS has the ability to perform both programmed and ad hoc administrated workflow.

## **III. BACKGROUND INFORMATION**

DOA's Organization has approximately 2500 computer users separated by 84 Divisions, all of which have a variety of different electronic content management needs depending on the Division's function and individual user needs.

The current document management system used at DOA is Hummingbird's PC Docs version 3.9.5. PC Docs is no longer supported by the vendor, and is utilized across all DOA Divisions. PC Docs was implemented in the year 2000 and after a successful implementation of a few DOA Divisions (Board Office, City Attorney, Engineering, Environmental, Facility Planning, Public Relations, Property Management) the effort was halted due to contractor bankruptcy.

PC DOCS is a thick client that is installed on a Windows XP environment. The backend is an Oracle database with the repository running on a Windows 2003 server.

As part of the PC Docs implementation, a separate customized version Accounts Payable (AP Docs) system was implemented to accommodate the Finance Division's accounts payable workflow needs. AP Docs includes substantial workflow customization for

invoice processing. AP Docs is a thick client that is installed on a Windows XP (professional) environment. The backend is a SQL server database with the repository running on a Windows 2003 server. AP DOCS users also have customized reports that are Visual Basic embedded Crystal Reports and the backend is a SQL Server database.

Each year, the Security Badge Division at DOA processes approximately 50,000 applications for badges. This paper intensive process requires multiple steps including a security audit to compare the information filled in on paper forms against the data keyed into software used to process Badge applications. There is no document management system in place currently to support the needs of this division.

#### **IV. QUALIFICATIONS OF CONSULTANT**

All prospective Consultants shall have qualified personnel and subconsultants to accomplish the services described herein. The Consultants shall be capable of furnishing all necessary professional, technical, design and expert services as may be required to plan, program, design, prepare developmental and final specifications, and cost estimates. The Consultant shall have experience in designing and developing projects of this nature and any other appropriate experience in a major commercial airport or similar type facilities and remain cognizant of DOA rules, regulations, policies and procedures.

The Consultant shall provide detailed descriptions about its experience related to the qualifications set forth and provide client references that would substantiate such experience. The client references must include the dates and locations of services provided, client names, addresses and current contact telephone numbers. DOA reserves the right to contact the referenced clients to verify the information or to solicit comments.

#### **V. PRE-PROPOSAL CONFERENCE AND SUBMITTAL DATE**

A pre-proposer's conference is scheduled on May 29th, 2008 at 10:00 a.m. to review this RFP. The pre-proposer's conference will be held at **Tuskegee Ballroom at the Proud Bird, 11022 Aviation Blvd, Los Angeles CA 90045**. Please contact us at email address [ddmsrfp@lawa.org](mailto:ddmsrfp@lawa.org) for more information. Attendance is mandatory and is counted towards the "Good Faith Effort" required by all DOA proposers for this project; DOA strongly encourages proposers to attend.

Only written proposals shall be considered. All materials submitted shall become part of the proposal, and may be incorporated in a subsequent contract between the City and the selected proposer. When an acceptable contract is negotiated with the Consultant's firm, the contract will be submitted to the Board of Airport Commissioners for approval. Joint ventures and/or subcontracts with minority-owned, women-owned and/or disadvantaged firms (MBE/WBE/DBE) are strongly encouraged. DOA has established and anticipated participation level of 15% MBE/WBE/DBE participation for this RFP.

Please submit one original, ten copies and an electronic copy on CD/DVD media of your written proposal **no later than July 3rd, 2008 by 2:00pm**. Proposals will be accepted in

either Microsoft Word Application or Adobe PDF. Proposals shall be submitted in a single sealed package, clearly marked with "**Los Angeles World Airports Document and Drawing Management System RFP.**"

*Proposals shall be addressed to:*

Micaela LeBlanc  
DOA IT Systems and Application Development Division  
7333 World Way West, 4<sup>th</sup> floor  
Los Angeles, CA 90045  
ATTN: Alka Kaur

Any questions regarding this RFP shall be directed to [DDMSRFP@lawa.org](mailto:DDMSRFP@lawa.org) . Email communications only accepted, no later than June 6<sup>th</sup> 2008.

## **VI. PROPOSED SCOPE OF WORK**

### **DOA's Technical Staff Responsibility**

- Set-up network Infrastructure and connectivity
- Installation and configuration of Operating system and database on servers, network security and network administration
- Installation of Desktops and Desktop Operating System.
- Provide Documentum software licenses for all DOA users-Client License (Desktop/Webtop/Outlook Client), eRoom Enterprise, eRoom CadViewer AVP (add on to eRoom Server License, Content Server, Business Process Services, eRoom Server, Site Caching Services Source CPU, Site Caching Services Target CPU Document Transformation Services, Retention Policy Services – Compliance, Administrative & Development License, Business Process Manager, Documentum Developer Studio, Documentum Administrator, Capture Management Software, Captiva Input Accel Server, N-SCAN - Scan module for operating Scanner
- Provide access to Enterprise environment such as servers and desktops as needed to successful proposer.
- Provide Project Manager/single point of contact for successful proposer to interface with.

### **Responsibilities of the Consulting Firm**

1. **DDMS** system requirements definition and documentation.
2. Update, revise, and finalize publication of new version of DOA's DDMS Standard(s) Document.
3. Conduct needs analysis and assessment to identify all documents & drawing types to be included into the system, workflows, reports, accomplished via user interviews, surveys, charettes, workshops or other means suggested by consultant and approved by DOA.
4. Design, installation, implementation and configuration of all **DOCUMENTUM** software components required by DOA based on results 1, 2 and 3 mentioned above.

5. Design, installation, implementation and configuration of the Microsoft Back Office components related to the **DDMS**, the Exchange piece that will integrate into the system (server and desktop), and any web Intranet/Internet integration
6. Design, installation, implementation and configuration of EMC Documentum products with third party applications.
7. Provide recommendation of additional modules needed to be procured from EMC Documentum.
8. Consultant shall evaluate and recommend to DOA the appropriate Backend database i.e.; SQL server or Oracle database and design, configure, and provide installation services of recommended backend database.
9. Create and Implement customized Documentum DDMS interface for DOA badging application(Automate the current manual Badge application process utilizing Documentum).
10. Create and Implement customized Documentum DDMS interface for DOA's Accounting department and integrate with SAP as required by DOA.
11. Create and Implement customized Documentum DDMS interface for DOA's Board Review processes.
12. Create and Implement customized Documentum DDMS interface for purchasing department processes.
13. Provide ability to generate Reports and migrate existing customized Reports for all DOA users.
14. Provide complete documentation of the **DDMS** system implemented at DOA.
15. Provide complete documentation of the processes and controls (creation, release, change, and distribution process).
16. Provide training for end users to utilize the system, and to follow the processes and controls, including development of training materials with the approval of DOA.
17. Provide analysis, recommendation and procurement of all Enterprise hardware required for DOA's DDMS implementation.
18. Provide analysis, recommendation and procurement of network storage device with DOA's approval.
19. Provide analysis, recommendation and procurement of database server with DOA's approval.
20. Provide training to **DDMS** administrators for regular maintenance functions, including training materials with the approval of DOA and other DOA Information Management & Technology (IMT) staff who will provide ongoing maintenance and operations support.
21. Design, installation, implementation and configuration the capability to fully manage Autodesk's AUTOCAD drawings.
22. Design, installation, implementation and configuration of the integration with LUSAD and integration and/or replacement of AUTOEDMS.
23. Design, installation, implementation and configuration of the integration with Badging Application.
24. Design, installation, implementation and configuration of a process to convert various media types (i.e.: tape, paper) to digital format.
25. Design, installation, implementation and configuration of the integration with Microsoft Project server and Microsoft SharePoint.

26. Training will include both on the job knowledge transfer and formal classroom instruction for DOA users and technical support staff which are the systems analyst, programmer analysts, systems programmers, senior systems analysts and database architects.
27. Conversion of all the documents from existing application to new DDMS application.
28. Conversion of all LAWA media types from existing media such as VHS tapes to digital.
29. Define a process and train DOA staff on how to convert existing documents, media types and other types of data into Digital format.
30. Clean up and revise existing metadata from existing database before migrating to new system.
31. Works with a variety of external applications such as word processors, image capture tools, etc.
32. Provides easy and quick search and retrieval
33. Design and implement existing workflows to new DDMS application.
34. Capture new workflows and implement to new DDMS application.
35. Provide training on managing designed workflow and routing functions
36. Support compound and multiple document types
37. Implementation of Scanning software and Support image capturing
38. Document summary and revision access
39. Support “off-site” or mobile operations
40. Provide open Architecture
41. Ability to provide Documentum Access to 3<sup>rd</sup> party entities i.e. consultants
42. Provide support and interface with DOA’s established Document Steering Committee.
43. Define a charter objective for helping DOA develop a Document Management Steering committee.
44. Develop and implement a system security schema and document security schema.
45. Develop a process for coding of various document types for DOA and implementation process.
46. Training DOA staff on working with Document Steering committee.

The Consultant is also required to provide support services that include:

- Review and processing of all submittals, respond to DOA requests for information or clarification
- Review monthly payment requests and project schedule updates
- chair regular job meetings
- Prepare and distribute minutes to all attendees and prepare and complete the final project product as specified in the section entitled PROPOSED SCOPE OF WORK.
- DOA’s IMT adheres to Microsoft Project Management standards and procedures and Consultants will adhere to such standards. DOA has standardized on Microsoft Project Server 2003 as its project scheduling software tool.
- Create, and maintain project schedule for this effort.

## **VII. DOA'S EXISTING ENTERPRISE ENVIRONMENT**

### **Network Infrastructure**

Three airports LAX, LA/ONT, and VNY airports are interconnected via DS3 (45Mbps). The backbones of these networks are an ATM LANE cloud operating at 622Mbps with Ethernet workgroup switches joining the cloud at 155Mbps. The LA/PMD airport has a single Ethernet switch connected to the WAN via a dedicated T-1 leased line to LAX.

DOA is currently upgrading these network backbones to Gigabit Ethernet. This would change the three airports LAX, LA/ONT, and VNY airports interconnected via DS3 (Gigaman). At this time, DOA only plans to have redundant T1 capacity at LA/PMD.

All applications installed on DOA's domain need utilize the naming convention of Fully Qualified Domain Name Server (DNS) versus hard coded IP addresses.

### **Current Protocols**

TCP/IP and NETBIOS are the protocols running on the network.

### **Existing Systems**

The following is a list of some of the systems on the WAN:

- Microsoft Windows 2003 servers.
- Microsoft Office 2003 Professional.
- SAP version 4.6c R/3 environment
- Microsoft Windows Active Directory 2003

### **Existing Desktop Configuration**

There are approximately 2000 desktop computers spanning the WAN. The minimum configuration is a Pentium 4; 2.8MHz with 512MB RAM, and 80GB hard drive space. Windows XP Professional is the operating system running on the desktops, and Windows XP is the operating system running on all notebook computers.

Existing PC DOCS repository server is approximately 50 GB of data with 400000 files and 1500 folders. AP DOCS repository server is approximately 70 GB of data with 400000 files and 30000 folders.

The document types supported by the system will include, but will not be limited to:

- Word Processing documents
- AutoCAD drawings
- Spreadsheets
- Presentations (PowerPoint ... etc)



- Forms
- Images
- Email messages

## **VIII. IMPLEMENTATION**

A phased implementation of the DDMS will be required by DOA. The first phase is a needs analysis and implementation targeted to all existing PC DOCS users within DOA.

The total number of existing PC DOCS users is approximately 500, with an estimated margin of error of 15%. The margin for error takes into consideration the increased staff and department expansion at the time of implementation for this project.

Phase II is the conversion of existing PC DOCS system, users, and workflows.

Phase III will be the rollout of Documentum on the remaining DOA employee's workstations.

Phase IV is the conversion of AP DOCs system for the Accounting users who utilize the existing Invoice Management System of which there are approximately 400 users. This would require extensive workflow and a separate instance and customized Documentum application.

Phase V is targeting the Security Badge Division which is on a separate network and would require extensive workflow and a separate instance and customized Documentum application.

Phase VI is implementation of Documentum for Engineering and Project Management Division utilizing eRoom and CAD Viewer as well as integrating with LUSAD.

Phase VII is to integrate with Purchasing Record system and setup retention policy and/or design, implement, configure the Records system allowing ability to utilize Retention policy services.

Phase VIII is targeting the Board Office Review process, which requires extensive workflow.

Phase IX is to convert all of LAWA's existing media, paper, and other types of data formats to digital format and train LAWA staff on the process.

Phase X is to integrate manual or automated business process with third party applications.

Consultants are free to propose implementation plans and schedules as they see fit and are not confined to this summary. But, they still require approval by DOA. DOA envisions the above approach.

## **IX. CONTENTS OF PROPOSAL**

If your firm is qualified and would like to be considered, please furnish a formal proposal. The contents of the proposal shall be complete in description and shall be in the format of a written report. Once submitted, the proposal, including the composition of the consulting team, cannot be altered without prior written consent of the City. The submittal should be prepared on 8 1/2" X 11" sheets (use only one side). The text of the proposal should contain no more than 30 pages of minimum Arial font, 11-point type lettering. Text in excess of 30 pages will not be considered

The submittal of qualifications should, at minimum, include the following:

### ***A. Identification***

Please identify your firm/team and each sub-consultant by name, address and telephone number. Indicate whether your firm/team is a corporation, joint venture, partnership or sole proprietor. Indicate the name(s) of the owner(s) of your firm. Also indicate the name of the person to be designated PROJECT MANAGER and the names of KEY STAFF PERSONNEL with applicable qualifying information, who shall be responsible for completing this assignment within each consultant organization. Please provide an Executive summary and References with contact information.

### ***B. Experience***

Please indicate what recent experience your firm/team has had in regard to the design of document and drawing management systems, and any other appropriate experience for major airports, or similar type facilities. Provide a list of specific examples of appropriate experience in any relevant past or ongoing projects. Describe each project in detail, including when the design was completed and where it is located, indicate the name of the owner and the owner's Project Manager, including his/her current phone number, and any other appropriate information. A project organization and /or team functional chart is desirable.

Describe the professional capabilities, project experience, education, training and present office location of your designated Project Manager. Provide a list of specific examples of the Project Manager's design experience in any relevant past or ongoing projects. Describe each project in detail, including when the design was completed and where it is located, the name of the owner and the owner's Representative, including his/her current phone number and any other appropriate information.

Please identify other key staff personnel for this project and what their project responsibilities will be. Please indicate their present office locations. Provide specific examples of appropriate experience that qualify them for their responsibilities on the project, including information similar to that requested in the previous paragraph.

List and identify all sub consultants to be used on the project. Provide specific examples of appropriate experience of each sub consultant firm and their key staff. Also provide descriptions of the roles they will commit to in execution of this scope of work.

A Project Team Organization chart is desirable for this project showing high level function for the processed team.

**C. *Time and Methodology of Work***

The proposer is to submit a projected schedule starting with the orientation and project kick-off meeting and end with the completion of the deployment, which includes training and project sign-off by DOA.

Methods of project management, organization, coordination, etc., shall be delineated in the proposal. DOA has standardized on Microsoft Project server 2003 as its project management tool. Consultants will be required to adhere to DOA's project management standards and procedures current version.

Review of areas not addressed in this RFP, but which the proposer believes are essential to the effective performance and completion of this project, should also be addressed in this proposal.

Submit all administrative documents required by DOA.

**D. *Costs***

Please provide an estimated cost to complete work described herein. The estimate shall include costs for phases, estimated hours, and proposed resources to do the work in phases.

**X. QUESTIONS CONCERNING PROPOSAL REQUIREMENTS**

All questions regarding this RFP should be presented in writing to:

ddmsrfp@lawa.org

Significant questions will be responded to in writing to all proposers by written addendum to be posted at the City of Los Angeles Business Assistance Virtual Network, LABAVN.org.

## **XI. SELECTION PROCEDURES**

All submittal of proposals that adequately contain the information requested in this RFP will be evaluated on the basis of professional experience, qualifications, and services to be performed. DOA reserves the right to judge, appraise and reject all submittals of proposals.

Staff will carefully review the written submittal of proposals. A select number of Consultants may be invited to give an oral presentation to a panel on their approach to the Project, experience, and capabilities. The Consultants to be interviewed will be notified in writing at least (7) days prior to the scheduled interviews. A limited number of Consultants may be subsequently re-interviewed for final evaluation.

The submittal of proposals will be evaluated utilizing criteria including, but not limited to, the following:

1. Experience of lead firm and sub-consultants in providing services as described herein. **15%**
2. Experience and qualifications of Project Manager and key staff members with similar types of projects. **15%**
3. Demonstrated understanding of scope of work, organization, phasing, scheduling, and coordination. **30%**  
Capability to perform work within the project schedule and budget requirements.
4. Projected costs to complete work. **25%**
5. Staff size and business location and references. **15%**

After the evaluation of written submittal and/or oral interviews, a list of qualified firms will be established. The top ranking firm would be entitled to negotiate for the design and implementation of the Document and Drawing Management System. If a contract cannot for any reason be successfully negotiated with the top firm on the list, management would be authorized to negotiate in the same manner described above with the next firm in order. The final detailed scope of work, terms, conditions, schedule and professional fee for this project will be determined during contract negotiations following the selection process. The Board of Airport Commissioners will make the final selection, and may be subject to the review and approval of the Los Angeles City Council.

Successful proposer firm/team will be required to submit a Non Disclosure Agreement (attached) and other security documentation prior to execution of contract.

## **XII. RIGHT OF REJECTION**

DOA reserves the right to reject any or all submittals of qualifications, to waive any informality in such submittal, to request new submittal or to proceed to do work otherwise. The receipt of submittal of qualifications shall NOT in any way obligate the Board, Los Angeles World Airports, or the City of Los Angeles to enter into a consultant agreement, lease or any other contract of any kind with any Consultant.

## **XIII. EXPENSE, OWNERSHIP AND DISPOSITION**

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

## **XIV. CITY HELD HARMLESS**

If selected the Consultant shall be required to agree to the following Contractual “Hold Harmless” language:

1. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City and any and all of City’s Boards, officers, agents, employees, assigns and successors in interest from and against any and all

suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Consultant and/or Consultant's agents or employees) by reason of injury to, or death of, any person(s), or for damage to, or destruction of, any property (including property of Consultant) or for any and all other losses alleged to arise out of, pertain to, or relate to the Consultant's performance of the contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; Provided, however, this paragraph shall not be construed to require Consultant to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence; Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the contract.

2. In addition, Consultant agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Consultant violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Consultant agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement."

## **XV. PROTEST PROCEDURES**

Any proposal protest must be submitted in writing to the Executive Director, Los Angeles World Airports, Los Angeles International Airport, P.O. Box 92216, 1 World Way, Los Angeles, CA 90009, before 5 p.m. of the 5th business day following the Executive Director's formal recommendation to the Board to award the contract. Any protest should address the terms of the RFP itself, as opposed to the award of a given contract. Please note the following protest procedures:

The initial protest document must contain a complete statement of the factual and legal basis for the protest.

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

**XVI. ADMINISTRATIVE REQUIREMENTS**

# **Administrative Requirements**



## Administrative Requirements

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

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

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

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

### 1. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

## **2. AFFIRMATIVE ACTION**

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

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

Attachments:

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

For further information regarding this requirement please contact:

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

## **3. BUSINESS TAX REGISTRATION CERTIFICATE**

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

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

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

bid/proposal. To obtain a BTRC, VRN, or Exempt number, please apply with the Office of Finance.

Additional information regarding this requirement may be obtained at:

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

Attachment:

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

#### **4. CHILD SUPPORT OBLIGATIONS**

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

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

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

Attachments:

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

For additional information please contact:

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

#### **5. CONTRACTOR RESPONSIBILITY PROGRAM**

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and

capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

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

Attachments:

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

The following supplementary information is available at [www.lawa.org](http://www.lawa.org).

- Contractor Responsibility Program Frequently Asked Questions

## **6. EQUAL BENEFITS ORDINANCE**

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

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

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

**The selected bidder/proposer must submit the required forms and documentation within five (5) working days upon receipt of selection notification. Should the selected bidder/proposer fail to submit the required forms and documentation within the time**

**allowed, LAWA maintains the option to withdraw the award and select the next responsive bidder/proposer.**

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

For additional information regarding the EBO, please contact Contract Services at (310) 417-6495 or Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.

## **7. FIRST SOURCE HIRING PROGRAM**

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

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

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

Additional information regarding First Source Hiring Program is available at <http://www.lawa.org/busiForms.cfm> or you can contact Contract Services Division at (310) 417-6495.

## **8. INSURANCE**

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

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

Attachments:

- Insurance Requirement Sheet
- Insurance Language

The following supplementary information is available at [www.lawa.org](http://www.lawa.org).

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

## **9. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS**

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

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

Attachment:

- Current and Prior City of Los Angeles Contracts

## **10. LIVING WAGE ORDINANCE**

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

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

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

Attachments:

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

For more information regarding this requirement please contact:

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

## 11. MUNICIPAL LOBBYING ORDINANCE

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance. The City's Municipal Lobbying Ordinance requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

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

Additional information regarding this requirement may be obtained at:

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

Attachments:

- Municipal Lobbying Ordinance
- Bidder Certification CEC Form 50 (*if applicable*)



## 12. MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE PROGRAM

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

**The anticipated level of participation for this project has been set at 15% M/WBE.**

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

Attachments:

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

The following supplementary information is available at [www.lawa.org](http://www.lawa.org).

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

## 13. VENDOR DISCOUNTS

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

Attachment:

- Vendor Discount Language



# Checklist

# Administrative Requirements Checklist

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

### **1. AFFIDAVIT OF NON-COLLUSION**

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

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

### **2. AFFIRMATIVE ACTION**

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

### **3. CHILD SUPPORT OBLIGATIONS**

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

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

### **4. CONTRACTOR RESPONSIBILITY PROGRAM**

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

## 5. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS

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

## 6. LIVING WAGE ORDINANCE

**If you are claiming exemption from said Ordinances:**

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

## 7. MUNICIPAL LOBBYING ORDINANCE

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

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

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

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

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

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

- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance

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

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

# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES }SS.

\_\_\_\_\_, being first duly sworn, deposes and says: that he is \_\_\_\_\_

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

Insert name of bidders

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

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

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

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

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not, directly or indirectly, collude, conspire connive or agree with any one else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his, its, their price or of that of anyone else;
- (d) did not, directly or indirectly, submit his, its, their bid price or any breakdown  
(Strike out words not appropriate)

thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder in his, its, their business.  
(Strike out words not appropriate)

Signed: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Seal of Notary)

\_\_\_\_\_  
Notary Public

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

**Affirmative Action**

CITY OF LOS ANGELES

NONDISCRIMINATION ● EQUAL EMPLOYMENT PRACTICES ● AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
D. Subcontractors:
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that \_\_\_\_\_ is hereby
NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

\_\_\_\_\_, ( ) \_\_\_\_\_ WORK
ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

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

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE

DATE



**TOTAL COMPOSITION OF WORK FORCE**

OCC# \_\_\_\_\_

Contractor \_\_\_\_\_ Project Title \_\_\_\_\_ Length of Contract \_\_\_\_\_

Contractor Address \_\_\_\_\_ Work Force as of (Date) \_\_\_\_\_ (If you have no employees, write "no employee at this time.")

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

**FOR NON-CONSTRUCTION PROJECTS**

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

Employment statistics were obtained from:

Available Records    Visual Check    Other (Specify) \_\_\_\_\_

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

**Sec. 10.8.3. Equal Employment Practices Provisions.**

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

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

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

**Sec. 10.8.4. Affirmative Action Program Provisions.**

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

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

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

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

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

**Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.****1. Construction Contracts Included.**

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

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

**2. Anticipated Utilization.**

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

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

**3. An Affirmative Action Plan.**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OFFICER'S SIGNATURES

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

# Business Tax Registration Certificate

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

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

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

Company Name: \_\_\_\_\_

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

ACCOUNT NUMBER								FUND		CLASS			
						-							

**New format:**

ACCOUNT NUMBER												FUND		CLASS						
												-								

State effective dates here: \_\_\_\_\_ to \_\_\_\_\_

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

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

Exemption Number:

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

Explanation:

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# Child Support Obligations

## CHILD SUPPORT OBLIGATIONS

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

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

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

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

**City of Los Angeles**  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT**  
**OBLIGATIONS**

**This document must be returned with the Proposal/Bid Response**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

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

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

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Officer of Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

# Contractor Responsibility Program

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

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

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

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

**A. PROJECT TITLE:** \_\_\_\_\_

**B. BIDDER/CONTRACTOR INFORMATION:**

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

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

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

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

_____	_____	_____
Print Name, Title	Signature	Date

**A. OWNERSHIP AND NAME CHANGES**

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

**Yes**             **No**

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

**B. FINANCIAL RESOURCES AND RESPONSIBILITY**

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

**Yes**             **No**

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

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

**Yes**             **No**

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

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

**Yes**             **No**

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

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

**Yes**             **No**

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

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

**Yes**             **No**

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

**C. PERFORMANCE HISTORY**

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

**Yes**             **No**

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

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

Yes       No

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

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

Yes       No

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

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

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

#### D. COMPLIANCE

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

Yes       No

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

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

Yes       No

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

#### E. BUSINESS INTEGRITY

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

Yes       No

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

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

**Yes**       **No**

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



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

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

**CERTIFICATION UNDER PENALTY OF PERJURY**

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

---

Print Name, Title

Signature

Date

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

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

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

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

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

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

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# Equal Benefits Ordinance

## **EQUAL BENEFITS ORDINANCE**

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

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

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

“During the performance of a Contract with the City of Los Angeles, the CONTRACTOR/CONSULTANT will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.”

**Insurance**

## INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

**NAME:** City of Los Angeles Department of Airports

**AGREEMENT / ACTIVITY:** RFP – Document Management System Implementation Services

**TERM:** Three years

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

	<u><b>LIMITS</b></u>
<p><b>(X)</b> Workers' Compensation (Statutory)/Employer's Liability</p> <p style="margin-left: 20px;"><b>(X)</b> Broad Form All States Endorsement</p> <p style="margin-left: 20px;"><b>(X)</b> Voluntary Compensation Endorsement</p> <p style="margin-left: 20px;">(*) Longshoremen's and Harbor Workers' Compensation Act Endorsement</p> <p style="margin-left: 20px;"><b>(X)</b> Waiver of Subrogation</p>	<u><b>Statutory</b></u>
<b>(X)</b> Automobile Liability - covering owned, non-owned & hired auto	<u><b>\$1,000,000 CSL</b></u>
<b>(X)</b> Aviation/Airport Liability	<u><b>\$1,000,000CSL</b></u>

### **OR**

<p><b>(X)</b> Commercial General Liability, including the following coverages:</p> <p style="margin-left: 20px;"><b>(X)</b> Premises and Operations</p> <p style="margin-left: 20px;"><b>(X)</b> Contractual (Blanket/Schedule)</p> <p style="margin-left: 20px;"><b>(X)</b> Independent Contractors</p> <p style="margin-left: 20px;"><b>(X)</b> Products /Completed Operations</p> <p style="margin-left: 20px;"><b>(X)</b> Broad Form Property Damage</p> <p style="margin-left: 20px;"><b>(X)</b> Personal Injury</p> <p style="margin-left: 20px;"><b>(X)</b> Explosion,Collapse &amp; Underground (required when work involves digging, excavation,grading or use of explosive materials.)</p>	<u><b>\$1,000,000CSL</b></u>
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<u>***</u> Coverage for Hazardous Substances	Sudden Occurrence	<u>\$ ***</u>
	Non-sudden Occurrence	<u>\$ ***</u>

<u>**</u> Builder's Risk Insurance - (All Risk Coverage, including material in transit)	<u><b>Value of Improvements</b></u>
---	-------------------------------------

- Comments:
- \* If exposure exists, coverage is required.
  - \*\* Required if property or building ultimately revert to City.
  - \*\*\* Must meet Federal and/or State requirements.

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

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

**PLEASE RETURN WITH EVIDENCE OF INSURANCE**

## **Insurance**

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

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

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

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

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

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

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

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

Insurance Rev. 8/01

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

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

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

### ***City Held Harmless***

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

### ***Hazardous and Other Regulated Substances***

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

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



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

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

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

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

# SPARTA

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

## **Coverage:**

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

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

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

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

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

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

**FOR MORE INFORMATION, CALL THE SPARTA OFFICE AT**

**1-800-420-0555**

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

# List of Other City of Los Angeles Contracts

**Current and Prior City of Los Angeles Contracts**

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

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

# Living Wage Ordinance

## **Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

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

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

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

**1. What is the Living Wage Ordinance?**

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

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

**2. When was the Ordinance adopted?**

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

**6. Are all employees covered by the Ordinance?**

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

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

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

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

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

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

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

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



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

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

### **11. Are there any exemptions available under the Ordinance?**

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

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

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

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

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
- 
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
    - a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
    - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
    - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
    - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
    - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
      - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
      - (2) The assistance is not for economic development or job growth.
    - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
  2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
    - a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
    - b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

### **3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$391,637 (adjusted July 1, 2004). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-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

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

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

NON-PROFIT/ONE-PERSON CONTRACTOR CERTIFICATION OF EXEMPTION FROM LIVING WAGE

Non-profit organizations organized under IRS Code Section 501(c)(3) and contractors with no employees may be exempted from the Living Wage Ordinance (LWO) by completing this Certification and submitting it to the Awarding Department. No approval by the Office of Contract Compliance (OCC) is necessary so long as contractors meet all of the exemption requirements. However, this Certification is valid only for the listed contractor during the performance of this contract. A new Certification will be required for each City agreement. Further, a subcontractor performing work on this contract is not exempt unless the individual subcontractor qualifies (and is approved, if necessary) for a separate exemption.

INSTRUCTIONS: Complete the information in Section 1, select an exemption basis listed in Section 2 (and provide the required information if you are 501(c)(3)), sign in Section 3, and submit it to the City department awarding the contract.

SECTION 1: CONTRACT AND CONTRACTOR INFORMATION

City Department Awarding Agreement: \_\_\_\_\_ Name of Dept. Contact: \_\_\_\_\_
Services to be Provided: \_\_\_\_\_
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_
Contractor Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_
Contractor Address: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

SECTION 2: EXEMPTION BASIS (Check one of the options provided below.)

[ ] 501(c)(3) Non-Profit Organizations (LAAC 10.37.1(g)): A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. The exemption is valid for all employees except Child Care Workers. Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." This is read broadly so that the term would include, for example, tutors working with children 12 or under. Provide all information requested below.

IRS 501(c)(3) Number: \_\_\_\_\_ Attach a copy of your 501(c)(3) letter from the IRS.

Hourly wage of lowest paid employee in the organization: \$ \_\_\_\_\_ Lowest hourly wage multiplied by 8: \$ \_\_\_\_\_

Hourly wage of highest paid employee in the organization: \$ \_\_\_\_\_ Must be less than eight times the lowest paid wage.

Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? [ ] NO [ ] YES

[ ] One-Person Contractors (LAAC 10.37.1(f)): Contractors that have no employees are exempt from the LWO. By checking this option and signing the Declaration Under Penalty of Perjury below, you certify that you have no employees. If you have employees in the future, you must comply with the Ordinance.

SECTION 3: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**LWO EXEMPTION APPLICATION**

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> 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.**

<b>FOR OCC USE ONLY</b>		
<b>Approved / Not Approved – Reason:</b> _____	<b>By OCC Analyst:</b> _____	<b>Date:</b> _____

# Municipal Lobbying Ordinance



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

# Bidder Certification

## CEC Form 50

<b>Bid/Contract Number:</b>	<b>Department:</b>
-----------------------------	--------------------

<b>Name of Bidder:</b>	<b>Phone:</b>
------------------------	---------------

**Address:**

**Email:**

### CERTIFICATION

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

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Los Angeles Administrative Code § 10.40.1(h)

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

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

## Los Angeles Administrative Code § 10.37.1(i)

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



# Municipal Lobbying Ordinance

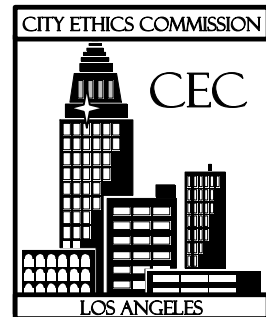
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◆◆◆ Los Angeles Municipal Code Section 48.01 *et seq.*

*Last Revised March 12, 2007*

Prepared by



200 North Spring Street, 24<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 978-1960  
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**Los Angeles Municipal Lobbying Ordinance  
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## **Municipal Lobbying Ordinance**

*Los Angeles Municipal Code Chapter IV, Article 8*

Repealed and Re-added by Ordinance No. 169916, effective 8/10/94.

### **SEC. 48.01 Title and Findings**

*Amended by Ordinance No. 169916, effective 8/10/94.*

- A. **Title.** This Article shall be known and may be cited as the Los Angeles Municipal Lobbying Ordinance.
- B. **Findings.** The following findings are adopted in conjunction with the enactment of this Article:
1. City Government functions to serve the needs of all citizens.
  2. The citizens of the City of Los Angeles have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests.
  3. All persons engaged in compensated lobbying activities aimed at influencing decisions by City government must, when so engaged, be subject to the same regulations, restrictions and requirements, regardless of their background, training or other professional qualifications or license.
  4. Complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of local government.
  5. It is in the public interest to ensure that lobbyists do not misrepresent facts, their positions, or attempt to deceive officials through false communications, do not place City officials under personal obligation to themselves or their clients, and do not represent that they can control the actions of City officials.
  6. It is in the public interest to adopt these amendments to the City's regulations of lobbyists to ensure adequate and effective disclosure of information about efforts to lobby City government.

### **SEC. 48.02 Definitions**

*Amended by Ordinance No. 169916, effective 8/10/94.*

*Amended by Ordinance No. 172479, effective 4/10/99.*

*Amended by Ordinance No. 175432, effective 9/28/03.*

*Amended by Ordinance No. 178064, effective 1/15/07.*

*Amended by Ordinance No. 178356, effective 3/12/07.*

The following terms used in this Article shall have the meanings set forth below. Other terms used in this Article shall have the meanings set forth in the California Political Reform Act of 1974, as amended, and in the regulations of the California Fair Political Practices Commission, as amended, if defined therein.

**"Activity expense"** means any payment, including any gift, made to or directly benefiting any City official or member of his or her immediate family, made by a lobbyist, lobbying firm, or lobbyist employer.

**"Agency"** means the City of Los Angeles or any department, bureau, office, board, commission, other agency of the City, or any other government agency, required to adopt a conflict of interest code subject to City Council approval, and includes the City's Community Redevelopment Agency and the Los Angeles City Housing Authority.

**"At the behest"** means under the control of, at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express prior consent of any elective City officer or candidate for elective City office. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate if the donation is solicited through a newspaper publication, through radio, television, or other mass media, or through a suggestion made to the entire audience at a public gathering. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate solely because the name of the officer or candidate is listed with other names on written materials used to request donations or the officer or candidate makes a speech to the entire audience or is honored and given an award at an event sponsored by the organization.

**"Attempting to influence"** means promoting, supporting, opposing or seeking to modify or delay any action on municipal legislation by any means, including but not limited to providing or using persuasion, information, statistics, analyses or studies. A person attempts to influence municipal legislation when he or she engages in lobbying activities for the purpose of influencing a decision.

**"City official"** means any elective or appointed City officer, member, employee or consultant (who qualifies as a public official within the meaning of the Political Reform Act) of any agency, who, as part of his or her official duties, participates in the consideration of any municipal legislation other than in a purely clerical, secretarial or ministerial capacity.

**"Client"** means both

- (1) the person who compensates a lobbyist or lobbying firm for the purpose of attempting to influence municipal legislation and
- (2) the person on whose behalf a lobbyist or lobbying firm attempts to influence such municipal legislation, even if the lobbyist or lobbying firm is compensated by another person for such representation.

However, if a lobbyist or lobbying firm represents a membership organization and individual members of that organization, an individual member is not a client solely because the member is individually represented by the lobbyist or lobbying firm unless the member makes a payment for such representation in addition to usual membership fees.

**"Compensated services"** means services for which compensation was paid during a reporting period or for which the lobbyist or lobbying firm became entitled to compensation during that period.

**"Controlled committee"** means any committee controlled by an elective City officer or candidate for any elective City office, including any campaign, officeholder, legal defense fund, or ballot measure committee.

**"Direct communication"** means appearing as a witness before, talking to (either by telephone or in person), corresponding with, or answering questions or inquiries from, any City official or employee, either personally or through an agent who acts under one's direct supervision, control or direction.

**"Donation"** means a payment for which full and adequate consideration is not received.

**"Elective city officer"** means the Mayor, City Attorney, Controller and Member of the City Council.

**"Elective officer"** means any person who is a City Council Member, City Attorney, Controller or Mayor, whether appointed or elected.

**"Fundraiser"** means an individual who receives compensation to engage in fundraising activity as defined in this section.

**"Fundraising activity"** means soliciting a contribution or hosting or sponsoring a fundraising event or hiring a fundraiser or contractor to conduct any event designed primarily for political fundraising at which contributions for an elective City officer, candidate for elective City office, or any of his or her controlled committees are solicited, delivered or made.

**"Host or sponsor"** means to provide the use of a home or business to hold a political fundraising event without charging market value for the use of that location; to ask more than 25 persons to attend the event; to pay for at least a majority of the costs of the event; or to provide the candidate, campaign, committee and/or fundraiser more than 25 names to be used for invitations to the event.

**"Lobbying activities"** includes the following and similar compensated conduct when that conduct is related to a direct communication to influence any municipal legislation:

- (1) engaging in, either personally or through an agent, written or oral direct communication with a City official;

- (2) drafting ordinances, resolutions or regulations;
- (3) providing advice or recommending strategy to a client or others;
- (4) research, investigation and information gathering;
- (5) seeking to influence the position of a third party on municipal legislation or an issue related to municipal legislation by any means, including but not limited to engaging in community, public or press relations activities; and
- (6) attending or monitoring City meetings, hearings or other events.

**“Lobbying entity”** means a lobbyist, lobbying firm or lobbyist employer, as defined in this article.

**"Lobbying firm"** means any entity, including an individual lobbyist, which receives or becomes entitled to receive \$1,000 or more in monetary or in-kind compensation for engaging in lobbying activities (either personally or through its agents) during any consecutive three-month period, for the purpose of attempting to influence municipal legislation on behalf of any other person, provided any partner, owner, shareholder, officer or employee of the entity qualifies as a lobbyist. Compensation does not include reimbursement of or payment for reasonable travel expenses. An entity receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this article or is received for other activities as well; however, only that portion of compensation received for the lobbying activities shall count toward the qualification threshold. An entity **"becomes entitled to receive compensation"** when the entity agrees to provide services regulated by this Article, or performs those services, whether or not payment is contingent on the accomplishment of the client's purposes.

**"Lobbyist"** means any individual who is compensated to spend 30 or more hours in any consecutive three-month period engaged in lobbying activities which include at least one direct communication with a City official or employee, conducted either personally or through agents, for the purpose of attempting to influence municipal legislation on behalf of any other person.

Compensation does not include reimbursement of or payment for reasonable travel expenses. A person receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this Article or is received for both lobbying activities and other activities as well. However, only the compensation for the lobbying activities shall be calculated to determine whether an individual qualifies as a lobbyist. An individual **"becomes entitled to receive compensation"** when the individual or the entity in which the individual is an employee, partner, owner, shareholder or officer, agrees to provide services regulated by this Article, or performs those services, regardless of whether payment is contingent on the accomplishment of the client's purposes. A lobbyist includes a person who owns an

investment in a business entity if that person attempts to influence municipal legislation on behalf of the business entity and if the person acquires the investment as compensation for his or her lobbying services or in contemplation of performing those services.

**“Lobbyist employer”** means an entity, other than a lobbying firm, that employs a lobbyist in-house to lobby on its behalf.

**“Major filer”** means any person who makes payments or incurs expenditures totaling \$5,000 or more during any calendar quarter for public relations, media relations, advertising, public outreach, research, investigation, reports, analyses, studies, or similar activities, for the purpose of attempting to influence action on any proposed or pending matter of municipal legislation, if these payments or expenditures are not required to be reported on a lobbyist or lobbying firm quarterly report. A **“major filer”** does not include a lobbyist, lobbyist employer, or lobbying firm. Expenditures and payments for regularly published newsletters or other routine communications between an organization and its members shall not be counted for the purpose of this definition.

**“Municipal legislation”** means any legislative or administrative matter proposed or pending before any agency (as defined in this Article), including but not limited to those involving the granting, denial, revocation, restriction or modification of a license, permit or entitlement for use (including all land use permits) if the Mayor, the City Council, any of its committees, any agency board, commission, committee, or general manager, or any agency officer or employee charged by law with holding a hearing and making a decision, is charged by law with making a final decision on the matter. However, **“municipal legislation”** does not include any of the following:

- (1) A request for advice or for an interpretation of laws, regulations, City approvals or policies, or a direct response to an enforcement proceeding with the City Ethics Commission.
- (2) Any ministerial action. An action is ministerial if it does not require the City official or employees involved to exercise discretion concerning any outcome or course of action.
- (3) Any action relating to the establishment, amendment, administration, implementation or interpretation of a collective bargaining agreement or memorandum of understanding between an agency and a recognized employee organization, or a proceeding before the Civil Service Commission or the Employee Relations Board. Further, it does not include management decisions as to the working conditions of represented employees that clearly relate to the terms of such collective bargaining agreement or memorandum of understanding. Nevertheless, **“municipal legislation”** does include any action relating to collective bargaining taken by the City Council, any of its committees or members (including the staffs of such members), or by the Mayor or his or her office.



- (4) Preparation or compilation of any radius map, vicinity map, plot plan, site plan, property owners or tenants list, abutting property owners list, photographs of property, proof of ownership or copy of lease, or neighbor signatures required to be submitted to the City Planning Department.

**"Person"** means any individual, business entity, trust corporation association, committee, or any other organization or group of persons acting in concert.

**"Solicit"** means to ask, personally or through an agent, that another person make a contribution to an elective City officer or candidate for City office, or to his or her controlled committee, including allowing one's signature to be used on a written request for funds. For purposes of this article, a lobbying entity solicits a contribution only when the lobbying entity does so

- (i) at the behest of the elective City officer or candidate for elective City office, or his or her campaign treasurer, campaign manager, or member of his or her fundraising committee, or
- (ii) if the lobbying entity has informed the candidate or officer that the person is soliciting the contributions.

A person does not solicit, however, by making a request for funds publicly to at least a majority of persons who attend any public gathering, or by making a request that appears published in a newspaper, on radio or television.

### **SEC. 48.03 Exemptions**

*Amended by Ordinance No. 169916, effective 8/10/94.*

The following persons are exempt from the requirements of this Article:

- A. Any public official acting in his or her official capacity, and any government employee acting within the scope of his or her employment.
- B. A newspaper or other regularly published periodical, radio or television station or network, including any individual who owns, publishes or is employed by such newspaper, periodical or station or network, when, in the ordinary course of its business, it publishes or broadcasts news, editorials or other comments, or paid advertising, which directly or indirectly attempts to influence action on municipal legislation. This exemption does not apply to any other action by any such newspaper, periodical, station or network, or by any such person, to attempt to influence municipal legislation, if such activity otherwise regulated by this Article.
- C. A person acting without any compensation or consideration other than reimbursement or payment of reasonable travel expenses.

- D. Any person whose only activity is submitting a bid on a competitively bid contract, submitting a written response to or participating in an oral interview for a request for proposals or qualifications, or negotiating the terms of a written agreement with any City agency if selected pursuant to that bid or request for proposals or qualifications. Except with regard to persons covered by subsections E and F, this exemption shall not apply to any person who attempts to influence the action of the Mayor or Mayor's staff, any member of the City Council or their staffs, or any board or commission member with regard to any such contract.
- E. Any organization exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, which receives funding from any federal, state or local government agency for the purpose of representing the interests of indigent persons and whose primary purpose is to provide direct services to those persons, if the individual or individuals represented by the organization before any City agency provide no payment to the organization for that representation. This exemption shall not apply to direct contracts with a City official in other than a publicly noticed meeting, for the purpose of attempting to influence a City decision with regard to any City funding which the organization is seeking.
- F. Any person employed by an organization described in Subsection E with respect to his or her activities as an employee of the organization.

**SEC. 48.04**

**Prohibitions**

*Amended by Ordinance No. 169916, effective 8/10/94.*

No lobbyist or lobbying firm subject to the requirements of this Article shall:

- A. Do any act with the purpose and intent of placing any City official under personal obligation to the lobbyist, the lobbying firm, or to the lobbyist's or firm's employer or client.
- B. Fraudulently deceive or attempt to deceive any City official with regard to any material fact pertinent to any pending or proposed municipal legislation.
- C. Cause or influence the introduction of any municipal legislation for the purpose of thereafter being employed or retained to secure its passage or defeat.
- D. Cause any communication to be sent to any City official in the name of any nonexistent person or in the name of any existing person without the consent of such person.
- E. Make or arrange for any payment to a City official, or act as an agent or intermediary in making any such payment by any other person, if the arrangement or the payment would violate any provision of the City's Governmental Ethics Ordinance (Los Angeles Municipal Code Section 49.5.1, et seq.)

**SEC. 48.05 Record Keeping Responsibilities**

*Amended by Ordinance No. 175432, effective 9/28/03.*

- A. Lobbying entities and major filers shall prepare and retain detailed records (including all books, papers and other documents) needed to comply with the requirements of this Article. Treasurers and fundraisers for elective City officeholders and City candidates, or for any elective City officer's or City candidate's controlled committees shall prepare and retain detailed contribution activity records for any contributions received as a result of fundraising activity engaged in by a lobbyist, lobbying firm or lobbyist employer, as defined by this article. These records shall be retained for not less than four years.
- B. If a lobbying entity engages in fundraising activities as defined in Section 48.02 of this Code at the behest of a candidate or officeholder running for elective City office, the lobbying entity shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities.
- C. If an officeholder or a candidate running for elective City office contracts with a lobbying entity to engage in fundraising activity as described in Section 48.02 of this Code, the committee treasurer and fundraiser shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities. The treasurer and fundraiser shall make the records available to the lobbying entity upon request of the lobbying entity.
- D. If a lobbying entity delivers or sends written communications to a certified neighborhood council in an attempt to influence municipal legislation as described in Section 48.08.8 of this Article, the lobbying entity shall prepare and maintain detailed records of these written communications for not less than four years.

**SEC. 48.06 Registration/Disclosure Forms**

*Amended by Ordinance No. 177105, effective 12/18/05.*

All lobbyist and lobbying firm registrations, and all other statements and reports required by this Article shall be verified under penalty of perjury and shall be filed on forms provided by the City Ethics Commission and as otherwise required by this Article in section 48.06.1.

Any paper report or statement properly addressed and bearing the correct postage shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.

**SEC. 48.06.1 Online Filing of Lobbying Registration and Disclosure Statements**

*Added by Ordinance No. 177105, effective 12/18/05.*

- A. Any person required by this Article to file registration and quarterly report statements with the City Ethics Commission shall file those statements online, using the Commission's Lobbyist Electronic Filing System (LEFS). Once any person is required to file registration and quarterly report statements online, that person shall continue to file statements online until the person's status as a lobbyist, lobbying firm or lobbyist employer has officially terminated. Any person who qualifies as a "Major Filer" as defined in section 48.02 of this Article is not subject to this online filing requirement.
- B. A person required by subsection A to file statements online also shall file a paper copy of each statement required by this Article. Each paper copy of a required statement shall contain an original signature. Paper copies of statements shall continue to be filed until the person's status as a lobbyist, lobbying firm or lobbyist employer has officially terminated. Until otherwise permitted under City law, the signed paper copy shall continue to be the original statement for audit and other legal purposes.
- C. In addition to any late filing penalties that may be imposed for a late filing of a paper copy pursuant to this Article, any person who fails to comply with the online filing requirement of this section will, in addition, be subject to an additional late filing penalty of \$25 per day after the deadline for the filing of the online copy.
- D. The information contained on a statement filed online shall be the same as that contained on the paper copy of the same statement that is filed with the Commission.
- E. The Lobbyist Electronic Filing System (LEFS) is an internet-based, interactive computer program developed by the Los Angeles City Ethics Commission and available on its website and allows persons to file, view and search statements and reports filed with the Commission online.

**SEC. 48.07**

**Registration**

*Amended by Ordinance No. 172479, effective 4/10/99.*

*Amended by Ordinance No. 175028, effective 2/5/03.*

- A. **Requirement.** An individual who qualifies as a lobbyist shall register with the City Ethics Commission within 10 days after the end of the calendar month in which the individual qualifies as a lobbyist. A person, including an individual lobbyist, shall register with the City Ethics Commission as a lobbying firm within 10 days after the end of the calendar month in which a partner, owner, shareholder, officer or employee qualifies as a lobbyist. If a person is not registered as a lobbyist or lobbying firm, but is performing acts which would require that person to so register, that person may continue to act as a lobbyist or lobbying firm so long as the person registers with the City Ethics Commission within 10 days after the person knew or should have known of the obligation to register. A lobbyist or lobbying firm shall register each client on whose behalf or from which the lobbyist or lobbying firm

receives or becomes entitled to receive \$250 or more in a calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation.

- B. **Duration of Status.** A person who registers as a lobbyist or lobbying firm shall retain that status through December 31 of that year unless and until that person terminates the status as set forth below.
- C. **Registration Fees.** Every lobbyist shall pay an annual registration fee of \$450 plus \$75 for each client on whose behalf or from which the lobbyist receives or becomes entitled to receive \$250 or more in a calendar quarter. Persons who initially register during the last quarter of a calendar year (October through December) shall pay prorated registration fees of \$337 for each lobbyist plus \$56 for each client.
- D. **Contents of Registration Statements — Lobbyists.** Registration statements of lobbyists shall contain the following:
1. The lobbyist's name, business address, and business telephone number.
  2. The lobbying firm, if any, of which the lobbyist is an employee, partner, officer or owner.
  3. If the lobbyist is not an employee, partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer, together with a letter from the employer authorizing the lobbyist to lobby on behalf of the employer.
  4. Each City agency that the lobbyist has the authority to attempt to influence on behalf of any client or employer.
  5. A statement that the lobbyist has reviewed and understands the requirements of this Article.
  6. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.
- E. **Contents of Registration Statements — Lobbying Firms**  
Registration statements of lobbying firms (including individual contract lobbyists) shall contain the following:
1. The name, address and telephone number of the firm.
  2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.

3. The registration statement prepared by each lobbyist so identified, appended to the statement.
  4. For each client on whose behalf or from which the firm received or became entitled to receive \$250 in compensation during the calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation within the meaning of this Article:
    - (a) The client's name, business or residence address and business or residence telephone number.
    - (b) The period during which the representation will occur.
    - (c) The item or items of municipal legislation for which the firm was retained to represent the client, or, if no specific items of municipal legislation for which the firm was retained to represent the client can be identified, a description of the types of municipal legislation for which the firm was retained to represent the client.
    - (d) Each City agency that the lobbying firm has the authority to attempt to influence on behalf of the client.
    - (e) A letter from the client authorizing the firm to represent the client.
    - (f) In the case of a lobbyist who is an individual contract lobbyist, a statement that he or she has reviewed and understands the requirements of this Article.
    - (g) The name of the person or persons responsible for preparing the statement.
    - (h) Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.
- F. **Filing Registration Statements.** Every lobbying firm shall file its registration statement with the City Ethics Commission and shall attach the registration statements of all lobbyists who are partners, owners, shareholders, officers or employees of the firm. Every lobbyist who is not a partner, owner, shareholder, officer or employee of a lobbying firm shall file his or her registration statement with the City Ethics Commission.
- G. **Amendments to Registrations.** Lobbyists and lobbying firms shall file amendments to their registration statements within 10 days of any change in information required to be set forth on the registration statement.

- H. **Termination.** Any person registered under this Article shall file a Registration Termination form with the City Ethics Commission within 20 days after ceasing all activity governed by this Article.
- I. **Education Requirement.** Every individual who is required to register as a lobbyist shall attend a City lobbying information session conducted by the City Ethics Commission no less than once every two calendar years, according to the following schedule:
- (1) An individual who has not registered as a lobbyist in the immediately preceding two calendar years shall attend a City lobbying information session within six months of his or her registration date as a lobbyist.
  - (2) A registered lobbyist who did not attend a City lobbying information session during the previous calendar year shall attend a City lobbying session by the end of the current calendar year.
  - (3) A registered lobbyist who attends a City lobbying information session during the current calendar year is not required to attend a City lobbying information session during the following calendar year.

**SEC. 48.08**

**Disclosure Reports**

*Amended and renumbered by Ordinance No. 175432, effective 9/28/03.*

- A. **Reporting Requirement.** Every lobbyist, lobbying firm, lobbyist employer and major filer shall file the quarterly disclosure reports required by this section on or before the last day of the month following each calendar quarter. A report properly addressed and bearing the correct postage shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
1. All lobbyists and lobbying firms shall file quarterly reports for every calendar quarter during which they retain that status. An individual who qualifies both as a lobbyist and lobbying firm shall file only a lobbying firm quarterly report. Lobbyist employers shall file quarterly reports for every calendar quarter during which any individual employed by that employer retains the status as lobbyist. Information required to be disclosed concerning compensation received or expenditures made for lobbying shall be disclosed either by the lobbyist or by his or her lobbying firm or employer.
  2. Major filers shall file quarterly reports for every calendar quarter during which they made qualifying payments or incurred qualifying expenditures totaling \$5,000 or more.

3. Quarterly reports shall disclose all required information for the calendar quarter immediately prior to the month in which the report is required to be filed. The reports shall be filed in duplicate (one original and one copy).

**B. Quarterly Reports by Lobbyists — Contents.** Quarterly reports by lobbyists shall contain the following information:

1. The lobbyist's name, business address and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is a partner, owner, shareholder, officer or employee.
3. If the lobbyist is not a partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. The date, amount and description of each activity expense of \$25 or more made by the lobbyist during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbyist attempted to influence the official on behalf of the client.
5. The total amount of activity expenses made by the lobbyist during the reporting period, whether or not itemized.
6. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist made contributions of \$100 or more, or which were delivered by the lobbyist, or in connection with which the lobbyist acted as an intermediary during the reporting period, and the date and amount of the contribution.
7. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist knows or has reason to know were raised as a result of the activity.
8. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.



9. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
  10. If, during the quarterly reporting period, the lobbyist provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services, and a description of the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
  11. If, during the quarterly reporting period, the lobbyist provided compensated services under contract with the City or with any City agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
  12. Each City agency that the lobbyist attempted to influence.
  13. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.
- C. **Quarterly Reports by Lobbying Firms — Contents.** Quarterly reports by lobbying firms, including individual contract lobbyists, shall contain the following information:
1. The name, address and telephone number of the firm.
  2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm and whose quarterly report is required to be attached to the report.
  3. The original quarterly report of each lobbyist identified pursuant to subdivision 2 above, attached as an exhibit to the report of the lobbying firm.

4. The name, address and telephone number of each client that is required to be registered and was represented by the firm during the reporting period; a description of each item of municipal legislation for which the firm or its lobbyists represented the client during the reporting period; the total amount of payments received by the firm from each client (including all fees, reimbursements for expenses and other payments) during the reporting period for such representation.
5. The total payments received from clients required to be registered by the firm during the reporting period in connection with the firm's representation of clients on municipal legislation.
6. The date, amount and description of each activity expense of \$25 or more made by the lobbying firm during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbying firm attempted to influence the official on behalf of the client.
7. The total amount of activity expenses made by the lobbying firm during the reporting period, whether or not itemized.
8. The total amount of expenses incurred in connection with attempts by the firm to influence municipal legislation. These expenses shall include:
  - (a) total payments to lobbyists employed by the firm;
  - (b) total payments to employees of the firm, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period; and
  - (c) all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
9. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbying firm made contributions of \$100 or more, or which were delivered by the lobbying firm, or in connection with which the lobbying firm acted as an intermediary during the reporting period, and the date and amount of the contribution.

10. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbying firm engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbying firm knows or has reason to know were raised as a result of the activity.
11. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
13. If, during the quarterly reporting period, the lobbying firm provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services and a description of the services provided.
14. If, during the quarterly reporting period, the lobbying firm provided compensated services under contract with the City or with any agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. For an individual contract lobbyist who qualifies as a lobbying firm, such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, regardless of whether the compensation was provided directly to the lobbyist or to such business entity.
15. For an individual contract lobbyist who qualifies as a lobbying firm, each City agency that the lobbyist attempted to influence.
16. The name, address and telephone number of the person responsible for preparing the report.

17. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**D. Quarterly Reports by Lobbyist Employers — Contents.** Quarterly reports by lobbyist employers shall contain the following information.

1. The name, address and telephone number of the entity filing the report.
2. The name of each lobbyist who is employed by the entity and whose quarterly report is required to be attached as an exhibit to the report.
3. The original quarterly report of each lobbyist identified pursuant to Subdivision 2 above, attached as an exhibit to the report of the lobbyist employer.
4. Total payments during the reporting period to lobbyists employed by the entity. Such payments shall include solely payments for compensation and reimbursement of expenses relating to the lobbyists' attempts to influence municipal legislation.
5. Total payments to employees of the entity, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period. Such payments shall include payments for compensation and reimbursement of expenses relating to such persons' attempts to influence municipal legislation.
6. Total payments for expenses incurred in connection with attempts by the entity during the reporting period to influence municipal legislation. These expenses shall include all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
7. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
8. The date, amount and description of each activity expense of \$25 or more made by the lobbyist employer during the reporting period, the name and title of the City official benefiting from the expense, and the name and address of the payee.
9. The total amount of activity expenses made by the lobbyist employer during the reporting period, whether or not itemized.
10. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist employer made contributions of \$100 or more, or which were delivered by

the lobbyist employer, or in connection with which the lobbyist employer acted as an intermediary during the reporting period, and the date and amount of the contribution.

11. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist employer engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist employer knows or has reason to know were raised as a result of the activity.
12. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
13. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
14. The name, address and telephone number of the person responsible for preparing the report.
15. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

E. **Quarterly Reports by Major Filers — Contents.** Quarterly reports by major filers shall contain the following information:

1. The name, address and telephone number of the person filing the report.
2. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
3. The total payments made during the reporting period for the purpose of attempting to influence action on each proposed or pending matter of municipal legislation.
4. The name, address and telephone number of the person responsible for preparing the report.

5. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provision of this Article.

**SEC. 48.08.5 Copies of Solicitations**

*Added by Ordinance No. 175432, effective 9/28/03.*

Each lobbying entity that produces, pays for, mails or distributes more than 50 substantially similar copies of a written political fundraising solicitation for any controlled committee of an elective City officer or candidate relating to seeking or holding City elective office or supporting or opposing a City ballot measure shall send a copy of the solicitation to the City Ethics Commission for public access, at the time the solicitation is sent or otherwise distributed, and shall report on its next quarterly report the date(s) on which it is mailed or distributed and a general description of the content of the solicitation, the number of pieces mailed or distributed, and name of the elective City officer, or candidate or City ballot measure committee for which the funds were solicited.

**SEC. 48.08.6 Lobbying Disclosure — Political Contributions**

*Added by Ordinance No. 175432, effective 9/28/03.*

- A. Each lobbying entity, which makes one or more contributions to an elective City officer and/or to any or all of his or her controlled committees, shall file a notice with the City Ethics Commission each time the making of a contribution results in the lobbying entity having made contributions aggregating more than \$7,000 to the officer and/or his or her controlled committees within the past 12 months. The notice shall be filed on a form prescribed by the Commission within one business day after making a contribution that triggers the filing requirement. The notice shall contain the following information:
  1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, to which the lobbying entity made contributions aggregating more than \$7,000 during the past twelve months, and the date and amount of each contribution.
  2. For purposes of this section, a “controlled committee” does not include any committee controlled by an elective City officer that is
    - (a) formed to support or oppose a ballot measure or
    - (b) formed to support the election of that officer to other than elective City office.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.

- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

**SEC. 48.08.7 Lobbying Disclosure — Fundraising Activity**

*Added by Ordinance No. 175432, effective 9/28/03.*

- A. Every lobbying entity who within any 12 month period (i) engaged in fundraising activities on behalf of an elective City officer and/or any and all of his or her controlled committees, and which knows or has reason to know that the fundraising activities resulted in contributions, and/or (ii) delivered or acted as an intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, shall file a notice with the City Ethics Commission any time the activities identified in (i) and/or (ii) aggregate more than \$15,000 in the case of a member of the City Council, or more than \$35,000 in the case of the Mayor, City Attorney, or Controller. The notice shall be filed on a form prescribed by the City Ethics Commission within one business day after any of these thresholds is exceeded. The notice shall contain the following information:
  - 1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, on whose behalf the lobbying entity engaged in fundraising activities, or delivered or acted as intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, the date of the fundraising activity, and the amount of contributions raised, delivered or in connection with which the lobbying entity acted as an intermediary.
  - 2. For purposes of this section, a “controlled committee” does not include any committee controlled by an elective City officer that is
    - (a) formed to support or oppose a ballot measure or
    - (b) formed to support the election of that officer to other than elective City office.
  - 3. For purposes of this notification, if a fundraising event is sponsored or hosted by more than one person, the amount of contributions received at or as a result of the event shall be attributed to each lobbying entity who hosted or sponsored the event according to the amount of the contributions that

resulted from that lobbying entity's fundraising activities. If a contribution results from the fundraising of more than one person and/or lobbying entity, that contribution shall be apportioned equally to each of the persons and/or lobbying entity that engaged in the fundraising activity.

- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

**Sec. 48.08.8            Lobbying Disclosure — Written Communications to  
Neighborhood Councils**

*Added by Ordinance No. 176034, effective 7/26/04.*

- (a) No lobbying entity registered with the City of Los Angeles shall deliver or send to a certified neighborhood council a written communication on behalf of a client, including, but not limited to, letters, faxes, electronic messages, and flyers, without a disclosure indicating that the communication was delivered or sent by that lobbying entity.
- (b) For purposes of subsection (a), the required disclosure shall be printed clearly and legibly in no less than 8-point type in a color or print that contrasts with the background so as to be legible and shall be presented in a clear and conspicuous manner in the written communication. The disclosure shall include all of the following information applicable to the written communication:
  - (1) The name of the lobbyist(s) that prepares, delivers or sends the written communication;
  - (2) The name of the registered lobbying firm(s) or lobbyist employer(s) who employs the lobbyist(s) that prepares, delivers or sends the written communication; and,
  - (3) The name of the client or clients on whose behalf the lobbying entity prepares, delivers, or sends the written communication in an attempt to influence municipal legislation.



**SEC. 48.09 Compliance Measures and Enforcement**

*Amended by Ordinance No. 169916, effective 8/10/94.*

*Amended by Ordinance No. 171142, effective 8/3/96.*

*Amended by Ordinance No. 172942, effective 1/21/00.*

*Section added by Ordinance No. 178064, effective 1/15/07.*

A. **Audits.** The City Ethics Commission shall have the authority to conduct audits of reports and statements filed pursuant to this Article. Such audits may be conducted on a random basis or when the City Ethics Commission staff has reason to believe that a report or statement may be inaccurate or has not been filed.

B. **Criminal Penalties.**

1. Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor. Any person who knowingly or willfully causes any other person to violate any provision of this article, or who knowingly or willfully aides and abets any other person in violation of any provision of this article, is guilty of a misdemeanor.
2. Prosecution for violation of any provision of this article must be commenced within one year after the date on which the violation occurred.
3. No person convicted of a violation of this Article may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one year after such conviction.

C. **Civil Enforcement.**

1. Any person who knowingly violates any provision of Section 48.04 shall be liable in a civil action brought by the City Attorney. Any person who intentionally or negligently violates any other provisions of this Article shall be liable in a civil action brought by the City Attorney. Failure to properly report any receipt or expenditure may result in civil penalties not to exceed the amount not properly reported, or \$2,000, whichever is greater. Any other violation may result in civil penalties no greater than \$2,000. If the court determines that a violation was intentional, the court may order that the defendant be prohibited from acting as a lobbyist or otherwise attempting to influence municipal legislation for one year.
2. In determining the amount of liability pursuant to this subsection, the court shall take into account the seriousness of the violation and the degree of culpability of the defendant.
3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.
4. No civil action alleging a violation of this Article shall be filed more than four years after the date the violation occurred.

- D. **Injunction.** The City Attorney on behalf of the people of the City of Los Angeles may seek injunctive relief to enjoin violations of or to compel compliance with the provisions of this article.
- E. **Administrative Penalties.** The City Ethics Commission may impose penalties and issue orders for violation of this Article pursuant to its authority under Charter Section 706(c).
- F. **Late Filing Penalties.** In addition to any other penalty or remedy available, if any person fails to file any report or statement required by this Article, after any deadline imposed by this Article, such person shall be liable to the City Ethics Commission in the amount of twenty-five dollars (\$25) per day after the deadline until the statement or report is filed, up to a maximum amount of \$500. Liability need not be enforced by the Commission if its Executive Officer determines that the late filing was not willful and that enforcement of the penalty would not further the purposes of this Article. No liability shall be waived if a statement or report is not filed within 10 days after the Commission has sent specific written notice to the filer of the filing requirement.
- G. **Restriction on Person Who Violates Certain Laws.**
1. No person shall act or continue to act as a registered lobbyist or lobbying firm if, within the prior four years, that person has been found by the City Ethics Commission, in a proceeding pursuant to Charter Section 706, to have violated City Charter Section 470(k) on any occasion. That determination shall be based either on a finding of the City Ethics Commission made after an administrative hearing or on a stipulation by the lobbyist or lobbying firm entered into with the City Ethics Commission within the previous four years.
  2. If the City Ethics Commission makes a finding that the person has either
    - (1) accepted responsibility for the violation in the form of having entered into a stipulation with the City Ethics Commission in which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility, or
    - (2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.
- H. **Contract Bidder Certification of Compliance With Lobbying Laws.** Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the

disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City.

**SEC. 48.10 Ethics Commission Reports**

*Added by Ordinance No. 169916, effective 8/10/94.*

As soon as practicable after the close of each quarterly reporting period, the City Ethics Commission shall prepare a report to the Mayor and City Council of lobbying activity which occurred during the reporting period. Such report shall be in a form which, in the opinion of the Commission, best describes the activities, receipts and expenditures of persons subject to the requirements of this article.

**SEC. 48.11 Severability**

*Added by Ordinance No. 169916, effective 8/10/94.*

If any provision of this article, or its application to any person or circumstance, is held invalid by any court, the remainder of this article and its application to other persons and circumstances, other than that which has been held invalid, shall not be affected by such invalidity, and to that extent the provisions of this article are declared to be severable.

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# **MBE, WBE and OBE Program**

## **Policy Statement**

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

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

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

## **Outreach Requirements**

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

## **Evaluating Good Faith Efforts**

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

## **Subcontractor Listing**

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

## **Utilization Reporting Form**

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

## **Substitutions of MBE/WBE Subcontractors**

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

## **Certification**

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

For additional clarification of the Minority and Woman-Owned Business Enterprise Program, please contact the Centralized Certification Administration at (213) 847-1922.

## DEPARTMENT OF AIRPORTS

### INSTRUCTIONS REGARDING DEMONSTRATION OF GOOD FAITH EFFORT

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

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

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

#### **1. LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION**

#### **NO POINTS**

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

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

## **2. ATTENDED PRE-BID MEETING**

**10 POINTS**

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

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

## **3. SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS**

**10 POINTS**

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

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

## **4. ADVERTISEMENT**

**9 POINTS**

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

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

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

## **5. WRITTEN NOTICES TO SUBCONTRACTORS**

**15 POINTS**

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

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



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

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

### **CERTIFICATION AGENCIES**

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

#### City of Los Angeles

Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway St., 300  
Los Angeles, CA 90015

(213) 847-1922  
(213) 847-2777 FAX  
<http://bca.lacity.org>

#### Caltrans

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

(916) 324-1700 directory orders  
Toll free: 1866-810-6346  
<http://www.dot.ca.gov/hq/bep/>

#### Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department  
1 Gateway Plaza  
Los Angeles, CA 90012

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

### **6. FOLLOW-UP ON INITIAL SOLICITATION**

**10 POINTS**

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

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

### **7. PLANS, SPECIFICATIONS AND REQUIREMENTS**

**5 POINTS**

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

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

### **8. CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS**

**10 POINTS**

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

## **Directories of Certified Firms ACDBE/DBE/MBE/WBE**

The City of Los Angeles, Bureau of Contract Administration (BCA) maintains a directory of certified ACDBE, DBE, MBE, and WBE's on their website @ [http://bca.lacity.org/index.cfm?nxt=ots&nxt\\_body=otsindex.cfm](http://bca.lacity.org/index.cfm?nxt=ots&nxt_body=otsindex.cfm).

This listing includes only firms whose certification application has been processed by BCA. The directory can be searched by company name or by NAICS code and will provide contact information, NAICS code classification(s), and current certification status of firms. This directory is one of several resources available to contractors looking for certified firms.

The California Unified Certification Program also has an online directory of certified firms: [http://www.dot.ca.gov/hq/bep/dbe\\_query.htm](http://www.dot.ca.gov/hq/bep/dbe_query.htm). This directory includes all ACDBE and DBE firms certified by any of the eleven certification agencies in the UCP. Because it provides statewide listing, this directory will provide a much bigger pool of firms for contractors and should be the primary resource used by contractors looking for DBE or ACDBE participation.

In addition to the City of Los Angeles, Caltrans and Los Angeles County Metropolitan Transportation Authority administer a MBE/WBE certification program; however, the CUCP directory does not include firms certified only as MBE or WBE by these agencies. To find a sufficient pool of MBE/WBE certified firms, contractors should use the following resources:

- BCA's Directory of ACDBE/DBE/MBE/WBE Certified firms
- CUCP Directory of ACDBE/DBE certified firms
  - DBE/ACDBE certification requires a firm to be 51% owned by "socially or economically disadvantaged individuals" and minorities and women are "presumed to be socially or economically disadvantaged", therefore the majority of DBE's and ACDBE's firms are MBE's or WBE's and can be used to meet MBE/WBE participation levels.
- Caltrans' Directory of certified MBE/WBE
  - The directory can be accessed from the same link as the CUCP database ([http://www.dot.ca.gov/hq/bep/dbe\\_query.htm](http://www.dot.ca.gov/hq/bep/dbe_query.htm))
- Los Angeles County Metropolitan Transportation Authority (Metro) Listing of Certified MBE/WBE's.
  - Metro's MBE/WBE certified firms is not available on-line but a current listing can be obtained by contacting the Diversity & Economic Opportunity Department @ (213) 922-2600.

**Required documentation:** A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.

## RECRUITMENT/PLACEMENT ORGANIZATIONS

Minority Business Opportunity Center (MBOC)  
City Hall  
200 N. Main Street, 13<sup>th</sup> Floor  
Los Angeles, CA 90012

213 978-0671  
213 978-0690 FAX

National Center for American Indian Enterprise Development  
11138 Valley Mall, Suite 200  
El Monte, CA 91731

626 442-3701  
626 442-7115 FAX  
<http://www.ncaied.org>

The Associated General Contractors of California  
Los Angeles District Office  
1906 W. Garvey Avenue South, Suite 100  
West Covina, CA 91790

626 608-5800  
626 608-5810 FAX  
<http://www.agc-ca.org>

Latin Business Association (LBA)  
120 S. San Pedro Street, Suite 530  
Los Angeles, CA 90012

213 628-8510  
213 628-8519 FAX  
<http://www.lbausa.com>

Black Business Association  
Mailing Address: P.O. Box 43159  
Los Angeles, CA 90043  
President: Earl 'Skip' Cooper, II

323 291-9334  
323 291-9234 FAX  
<http://www.bbala.org>  
E-mail: [bbala@earthlink.net](mailto:bbala@earthlink.net)

The Asian Business Association  
120 S. San Pedro Street, Suite 523  
Los Angeles, CA 90012

213 628-1ABA  
213 628-3222 FAX  
<http://www.aba-la.org/index.asp>  
Email: [info@aba-la.org](mailto:info@aba-la.org)

Engineering Contractors' Association  
8310 Florence Avenue  
Downey, CA 90240

800 293-2240  
562 923-6179 FAX

National Association of Minority Contractors  
Southern California Chapter  
PO Box 43307  
Los Angeles, CA 90043  
Attn: Kevin Ramsey

310 635 3277  
310 635-0562 FAX  
<http://www.namcsc.net>  
Email: [kramsey@pacbell.net](mailto:kramsey@pacbell.net)

National Association of Women Business Owners – Los Angeles 213 622-3200  
900 Wilshire Boulevard, Suite 404 213 622-6659 FAX  
Los Angeles, CA 90017 <http://www.nawbola.org>  
Email: info@nawbola.org

Los Angeles Urban League 323 299-9660  
3450 Mount Vernon Drive 323 299-0618 FAX  
Los Angeles, CA 90008 <http://www.laul.org>  
Email: info@laul.org

Society of Hispanic Professional Engineers 323 725-3970  
SHPE National Office 323 725-0316 FAX  
5400 E. Olympic Blvd., Suite 210 <http://www.shpe.org>  
Los Angeles, CA 90022  
SHPE National email: [shpenational@shpe.org](mailto:shpenational@shpe.org)

The Asian American Architects/Engineers Association (of Southern California) 213 896-9270  
P.O. Box 861807 213 896-9271 FAX  
Los Angeles, CA 90086  
<http://www.aaaesc.com>

#### **9. NEGOTIATE IN GOOD FAITH**

**26 POINTS**

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

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

#### **10. BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE**

**5 POINTS**

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

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

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

# INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION REPORT COMPLETION

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

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

**Prime Contractor** - The bidder or proposer.

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

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

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

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

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

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

**Listing of LAWA approved MBE/WBE/DBE/OBE Subcontractors** - The complete name, address, phone number (including area code), email and contact person of each MBE/WBE/DBE/OBE subcontractor, vendor or supplier must be provided. Include the subcontractor's State License #. PLEASE NOTE: All MBE/WBE/DBE firms must be certified by one of the following: the City of Los Angeles, Department of Public Works, Office of Contract Compliance, the California Unified Certification Program (CUCP), Los Angeles County Metropolitan Transportation Authority (MTA), or the California Department of Transportation (Caltrans). For information regarding the certification process, please call the Department of Public Works, Bureau of Contract Compliance @ (213) 847-1922.

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

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

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

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

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

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

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

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



MBE/WBE/DBE/OBE
SUBCONTRACTOR PARTICIPATION REPORT

Prime Contractor
Address
City/State/Zip
Contact Name and Phone #
Forward Invoices: Monthly Quarterly Other (Choose One)

Project Title
Bid/Proposal Amount Bid #
Profile Information: (Circle One) Group: MBE WBE DBE OBE Gender: Male Female
(Circle One) Ethnicity: Asian Black Caucasian Hispanic Native American
NAICS # (North American Industry Classification System)

Listing of LAWA approved subcontractors

Table with 5 columns: Name, Address, Phone and Contact of proposed MBE/WBE/DBE subcontractor; Profile Information; Description of work to be performed; \$ Amount proposed; Percentage of Total. Contains 6 rows of subcontractor data.

**MBE/WBE/DBE/OBE  
SUBCONTRACTOR PARTICIPATION REPORT**

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

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print) Title Phone

**Participation Level Set by LAWA**

**Participation Levels Proposed by Prime**

Total MBE _____ %	\$ _____ %
Total WBE _____ %	\$ _____ %
Total DBE _____ %	\$ _____ %
Total OBE _____ %	\$ _____ %
Grand Total _____ %	

Good Faith Effort reviewed by \_\_\_\_\_ Date \_\_\_\_\_ Date sent to Compliance Unit \_\_\_\_\_  
Procurement Services Control Number \_\_\_\_\_ Contract No. \_\_\_\_\_ Division \_\_\_\_\_

# Vendor Discounts



## **Vendor Discount**

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