



**City of Los Angeles  
Department of Airports**

Request for Proposals

**SAP ORACLE Upgrade and  
Training Services**

Responses must be submitted by:

June 6, 2008, 2:00 PM PST

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# Los Angeles World Airports

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## **1. Introduction**

The City of Los Angeles, Department of Airports (LAWA), with the objective of maintaining its Financial and Accounting Management Information system, is soliciting proposals from qualified individuals to provide Oracle upgrade and training services to its Oracle database in an SAP system. The consultant will be selected through this competitive Request for Proposal (RFP) Process. The RFP provides Proposers with the following:

- ◆ Background Information
- ◆ Purpose, Primary Objectives and Scope of Work
- ◆ Contract Terms
- ◆ Minimum Qualifications
- ◆ RFP Process
- ◆ Procurement Schedule
- ◆ Written Questions and Official Answers
- ◆ Additional Information
- ◆ Instructions for Submittal of RFP

### **1.1 Background**

LAWA is an enterprise fund of the City of Los Angeles. LAWA owns, operates and maintains four airports in Southern California: Los Angeles International Airport (LAX), LA/Ontario International Airport (ONT), Van Nuys Airport (VNY), and LA/Palmdale Regional Airport (PMD). LAWA is under the management and control of a seven-member Board of Airport Commissioners (BOAC) appointed by the Mayor and Approved by the City Council. LAWA centralizes many of its administrative functions at LAX from which it provides services to all four airports. It employs approximately 4,000 employees at four locations and has an approximate annual budget of \$2.6 billion.

LAWA procured and implemented the SAP (Systems Applications & Products) R/3 release 4.6C software on July 1, 2001 under Phase I of the project. The system provides LAWA with the ability to manage its overall financial portfolio including its human capital. The major business functions at LAWA supported by SAP include:

- ◆ Financial Systems (general ledger, accounts receivable, accounts payable, fixed assets, funds management and special purpose ledger)
- ◆ Controlling (cost center accounting and internal orders)
- ◆ Budget planning (planning, plan activity rates and monitoring)
- ◆ Human Resources organization management, personnel administration, time management, travel, training and events management)
- ◆ Purchasing (materials and services, contracts, fixed assets and warehouse inventory)
- ◆ Project Systems (project planning and budget monitoring)



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### 1.2 Purpose, Primary Objectives and Scope of Work

The purpose of the RFP is to request for consulting services in upgrading LAWA's SAP Oracle version from 9.2.0.7 to 10g. Oracle upgrade will be implemented on 4 SAP systems – development, quality assurance, training and production. The production system is a clustered environment.

The Scope of work under this contract will include:

- Upgrade of SAP Oracle from 9.2.0.7 to 10g
- Detailed project plan
- Knowledge transfer to LAWA staff on the upgrade procedure.

### 1.3 Contract Terms and Fees

The terms of the contract shall be for a period commencing on the date of execution by the Executive Director and expiring not later than sixty (60) days thereafter, unless earlier terminated pursuant to the terms hereinafter set forth. Either party may terminate this contract, with or without cause, upon giving the other party a seven (7) day advance written notice.

The expenses incurred under this contract, which includes requested services rendered, direct and/or indirect costs, and all other expenses incurred by the successful Proposer (consultant) shall not exceed Twenty Thousand Dollars (\$20,000.00).

### 1.4 Minimum Qualifications of Proposer or Proposed Staff

The Proposer must clearly demonstrate and document in the proposal the following minimum qualifications. Proposals not meeting the minimum qualifications will not be reviewed and evaluated.

- ◆ Proposer must possess no less than ten (10) years of experience providing Oracle database support;
- ◆ Proposer must possess no less than ten (10) years of experience providing Oracle database support in an SAP system;
- ◆ Proposer must possess no less than ten (10) years of experience providing Oracle database support in a UNIX environment;
- ◆ Proposer must possess no less than ten (10) years of experience with an SAP system;
- ◆ Proposer must possess no less than ten (10) years of experience working with UNIX systems;
- ◆ Proposer must be a certified Oracle Professional in Oracle 9i and 10g;
- ◆ Proposer must be a certified Solaris Administrator;
- ◆ Proposer must be a certified SAP Basis Technical Consultant (Unix/Oracle);
- ◆ Proposer must possess at least ten (10) years experience providing consulting services to a UNIX/Oracle/SAP public sector shop. A public sector client, for the purpose of this contract must be a United States Federal, State, Municipal or Local Government.



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- ◆ Proposer shall provide a minimum of three company references.

### 1.5 RFP PROCESS

LAWA at its own discretion reserves the right to invoke any and all of the processes listed below. Consequently, Proposers are required to meet all requirements as outlined in the RFP in the initial proposal.

- ◆ Proposers submit initial proposal.
- ◆ LAWA will evaluate the written proposals based on the requirements outlined in the RFP and select proposals for consideration. The evaluation will also include a background check of references listed in the proposal.
- ◆ LAWA reserves the right to refine requirements, scope of work, and other aspects of the project.
- ◆ Proposers may be required to submit final proposals based upon the refined requirements at LAWA's request.
- ◆ LAWA may hold interviews if necessary (*optional step*).
- ◆ LAWA will evaluate final proposals and select a finalist for contract negotiations. If unable to reach acceptable terms with the highest ranked Proposer, the second highest ranked Proposer will be contacted for negotiations.
- ◆ Procurement Schedule

The following table outlines the planned schedule for selecting the Proposer to provide consulting services for SAP Oracle Upgrade and Training Services as described in this RFP. LAWA retains the right to adjust the schedule in any manner it deems appropriate. Adjustments to the schedule will be immediately communicated to Proposers via email and posting in the Mayor's BAVN website.

Activity	Dates
Posting of Request for Proposal	May 30, 2008
Deadline for Written Questions	June 2, 2008
LAWA Posts Answers to Written Questions	June 4, 2008
Due Date for Proposals	June 6, 2008
Proposal Review and Interviews (interview optional)	June 6 - June 8, 2008
Evaluation Team Makes Recommendation	June 10, 2008
Contract Negotiations	June 11, 2008
Contract Executed	June 16, 2008
Commencement of Consultant Services	June 23, 2008

### 1.6 Written Questions and Official Answers

To ensure LAWA is able to provide timely pertinent information to Proposers, submit all questions via email to LAWA's contact person for the RFP shown below. Questions regarding this RFP will be accepted until **3:00p.m. PST on June 2, 2008**.



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Questions may be submitted by email to:

Ms. Suzette F. Abille, Sr. Systems Analyst II  
Financial Management Services Division

E-mail Address: [sabille@lawa.org](mailto:sabille@lawa.org)

Telephone inquiries will **not** be accepted.

Official responses to questions will be posted on Los Angeles Business Assistance Virtual Network - [www.labavn.org](http://www.labavn.org) under the heading of Bid Opportunities/By Department, Los Angeles World Airports. Responses will be posted as an addendum to the RFP as soon as practical, but no later than June 4, 2008.

### 1.7 Additional Information

Section 1.7.2 provides additional information pertinent to this solicitation of which each Proposer needs to be aware and with which each Proposer must comply.

#### 1.7.1 Compliance with RFP Requirements

Failure to comply with the requirements of this RFP may disqualify the Proposer from further consideration.

#### 1.7.2 Contact with LAWA Staff and Officials

As stated in Section 1.6, potential Proposers may submit written questions related to this RFP and the project to Ms. Suzette F. Abille. Upon issuance of this RFP, other employees and representatives of LAWA will not answer questions or otherwise discuss the contents of this RFP with any potential Proposer or their representatives. Failure to observe this restriction may result in disqualification from this and any other subsequent proposal. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to the project.

Changes in the specifications contained in this RFP will be posted on the LA Business Virtual Network as indicated in Section 1.6.

#### 1.7.3 Proposal Preparation Costs

LAWA shall not be responsible or liable for any costs incurred by any Proposer in the preparation and submission of its RFP or for other costs incurred by participating in this solicitation process.

#### 1.7.4 Proposer Contact

Each Proposer shall designate one person that shall serve as a contact for all matters pertaining to the proposal. In the absence of such designation, the person who signs the proposal shall be deemed the Proposer Contact. The name, telephone number and email address of the Proposer Contact must be prominently displayed in the Transmittal Letter and proposal itself.



## **2 Proposal Submission Instructions**

This section provides the detailed instructions to Proposers on how to prepare and submit their Proposals. The topics covered in this section include:

- ◆ Submission Requirements
- ◆ Proposal Content and Format

### **2.1 Submission Requirements**

The section contains the detailed instructions for submitting a proposal in response to this RFP.

#### **2.1.1 Delivery Instructions**

Qualified Proposers are invited to submit proposals in accordance with the requirements outlined in this document. The proposals are required to address all aspects of this RFP and must be submitted on or before 2:00 p.m. PST on Friday, June 6, 2008 to Suzette F. Abille.

**Proposals received after the submission deadline will be rejected and returned unopened.**

#### **2.1.2 Proposal Specifications**

Proposals must comply with the following standards:

- ◆ The proposal shall be in the form of a written report prepared on 8 ½ x 11 sheets (one-sided), using Arial pt 11 font and limited to no more than 10 pages long excluding Administrative Requirements and Optional Exhibits.
- ◆ Original and signed copies of the Administrative Requirements shall be submitted separately from the proposal. Non-submittal of the Administrative Requirements will disqualify the proposer from advancing to the next level of evaluation.
- ◆ The Proposal, Administrative Requirements and any Optional Exhibits should be sent to the following address:

Ms. Suzette F. Abille  
Financial Management Services Division  
Los Angeles World Airports  
7301 World Way West, Room 613  
Los Angeles, CA 90045

#### **2.1.3 Proposal Submission Checklist**

This checklist is provided to assist the Proposers in ensuring a proper submission of proposal in the mandatory format:





<b>Mandatory Technical Proposal Components</b>	<b>RFO Reference</b>	<b>Complete (Y/N)</b>
Title Page (plus this completed Proposal Checklist must follow the Title Page)	Section. 2.2.1	
Transmittal Letter	Section 2.2.2	
Table of Contents	Section 2.2.3	
Executive Summary	Section 2.2.4	
Proposer Identifying Information	Section 2.2.5	
Qualifications of Proposer	Section 2.2.6	
References of Proposer	Section 2.2.7	
Scope of Services	Section 2.2.8	
Exception to Terms and Conditions (or affirmation that there are no exceptions)	Section 2.2.9	
Technical Proposal	Section 2.2.10	
Cost Proposal	Section 2.2.11	
Administrative Requirements	Section 2.2.12	
Optional Exhibits (if Proposer chooses to submit)	Section 2.2.13	

## 2.2 Proposal Content and Format

The proposal must be complete and comprehensive. Proposers must provide the following information in their proposal in order to be considered acceptable. Pages must be numbered clearly and consecutively to reflect the total number of pages in the proposal. Each proposal section must be tabbed as listed below, corresponding to the proposal submission checklist.

### 2.2.1 Title Page

The title page must include:

- ◆ Technical and Cost Proposal
- ◆ "SAP Oracle Upgrade and Training Services"
- ◆ Name and address of the Proposer
- ◆ RFP Submittal Deadline Date and Time
- ◆ The checklist in Section 2.1.3, completed by the Proposer, must follow the Title Page.

### 2.2.2 Transmittal Letter

The letter of transmittal must be limited to a page, must contain the Proposer's name, business address, legal status (corporation, partnership, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, etc.), and must include:

- ◆ A brief statement of the Proposer's knowledge of the work to be done.
- ◆ The names, titles, addresses, telephone numbers and email addresses of the individuals who are authorized to make representations on behalf of the Proposer.
- ◆ A statement that the entire proposal and the price contained herein shall be binding upon the Proposal in all respects for a period of 180 days from submission.
- ◆ A statement that the person signing the transmittal letter is authorized to legally bind the Proposer.
- ◆ Signatures of person(s) authorized to legally bind the Proposer.



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### 2.2.3 Table of Contents

Each proposal shall be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures and attachments to the proposal.

### 2.2.4 Executive Summary

The Executive Summary must be limited to no more than five (5) pages and must provide a concise summarization of the services and products being offered to meet the requirements of this solicitation; the Proposer's approach to providing services, and documentation as to why the Proposer is the best qualified to provide services. The executive summary must exclude any information from the Cost Proposal.

### 2.2.5 Proposer Identifying Information

Proposers must provide:

- ◆ Name and address of business entity submitting the proposal
- ◆ Name and location of major offices and other facilities that will be used as part of Proposer's performance under the terms of this RFP
- ◆ Name, business address, business and fax telephone numbers and email address (if available) of the proposal principal contact person regarding all contractual matters relating to this RFP.

### 2.2.6 Qualifications of Proposer

The Proposer is expected to provide information to indicate that it has the experience to provide the services requested in the RFP. The Proposer must describe how the firm meets the minimum qualification as outlined in Section 1.4. Specifically, the Proposer is to provide:

- ◆ An overview and brief history of the firm, and a description of what uniquely qualifies the firm for this project.
- ◆ A description of how the Proposer meets the requirements specified in Section 1.4. **Failure to meet these requirements may be cause for rejection of the proposal as non-responsive.**
- ◆ A description of projects in which the Proposer has been awarded contracts for SAP Oracle upgrade projects. The duration of the contract should be specified.
- ◆ A description of the Proposer's depth and availability of professional resources pertinent to this project; in the case that LAWA requires additional resources or requires substitution of resources during the project

### 2.2.7 References

Proposers must provide three (3) client references that are similar in size and complexity to this project where they have provided consulting services for the SAP Oracle upgrade to 10g.

References must be completed using the Proposer Reference Form provided in Table 1. The Evaluation Committee may contact references provided by the Proposer during the selection process.



Table 1. Proposer Client References

Ref. No.	Reference Contact Information	Org. Type/ No. of Employees/ Operating Budget	Operational Applications	Start-End Dates of Implementation	Project Description
	Entity Name; Contact Name; Contact E-mail Address; Contact Telephone Number		Product Name & Version/ Platform (Hardware, OS, DBMS)		Project Description; Project Scope; Project Objectives; Products and Services Rendered to Organization; Project Duration/Dates; Project Status and Outcome; Proposed Personnel Involved
1					
2					
3					

**2.2.8 Scope of Services**

Proposers are required to specifically respond to the scope of services as defined in Section 5, Statement of Work. Proposes should create a narrative responding with their understanding of the services to be provided and their proposed approach.

**2.2.9 Exceptions to Terms and Conditions**

Section 7, Terms and Conditions, sets forth terms and conditions desired by LAWA. The Proposer must confirm to its acceptance of these terms and conditions and specify any requested changes to the terms and conditions. LAWA, at its option, may accept or reject any or all proposed changes or any parts thereof.

**2.2.10 Technical Proposal**

The Technical Proposal must be labeled and compiled together with the Cost Proposal. The Administrative requirements portion of the proposal is to be compiled separately.

**2.2.11 Cost Proposal**

Proposers must ensure that the information provided in the cost proposal is consistent with the information provided throughout the technical proposal. Costs should be supported by and should be consistent with the Technical Proposal, including the project plan. LAWA expects the Cost Proposal to include all costs for consulting services to be provided remotely or on site direct and/or indirect travel, and any other out-of-pocket expenses for on-site consulting services. The specific information to be included in the Cost Proposal is described in Section 4, Cost Proposal.

**2.2.12 Administrative Requirements**

Each Proposer must include an original signed copy of the City of Los Angeles administrative documents and/or exhibits as listed in Section 7 and provided in Appendix A. All exhibits must be completed as required, signed and separately bound as specified in aforementioned section 2.1.3. A cover page with the following information must be included:



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- ◆ "Administrative Package"
- ◆ "SAP Oracle Upgrade and Training Services"
- ◆ Name and address of the Proposer
- ◆ RFP Submittal Deadline Date and Time

### 2.2.13 Optional Exhibits

If the Proposer elects to submit optional exhibits, they must be labeled and bound separately from the remainder of the proposal. The Proposer is responsible for ensuring that the following identifying information appears on the cover page of the optional exhibit document(s):

- ◆ "Optional Exhibits"
- ◆ "SAP Oracle Upgrade and Training Services"
- ◆ Name and address of the Proposer
- ◆ RFP Submittal Deadline Date and Time

## 3. LAWA's Project Responsibilities

This section of the RFP describes LAWA's responsibilities as it relates to the project described in this proposal.

### 3.1 LAWA Project Team Resources

LAWA will designate an individual as its primary interface with the successful Proposer (consultant) for the purpose of coordinating this project. This individual will be deemed the LAWA Project Manager, and will be responsible for reviewing the successful Proposer's (consultant's) progress (including work papers, draft deliverables, etc.) on behalf of LAWA. The LAWA Project Manager may designate additional staff to work with the successful Proposer (consultant) on particular matters.

### 3.2 Project Facilities and Equipment

LAWA will provide remote consultant personnel with the necessary network logon account and VPN network connection. For consultants that will be working on-site, LAWA will provide the necessary network logon account, limited office space, personal computers, telephones and on-site parking for use on activities directly related to this project.

### 3.3 Administrative Support

LAWA will not provide administrative support to successful Proposer (consultant). Consulting staff are expected to prepare their own correspondence, meeting requests, room reservations, photocopying, etc.



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### **4 Cost Proposal**

LAWA will award the contract for SAP Oracle Upgrade and Training Services on a fixed bid contract. Proposer must include all costs for labor (hourly rate), travel and any miscellaneous costs. LAWA will not approve any additional payments for travel, supplies, materials and other incidental costs not included in the Cost Proposal. All payments will be based on the successful completion of significant project deliverables approved by LAWA.

### **5 Statement of Work**

The Statement of Work describes the project scope, detailed services and deliverables the consultant will provide to LAWA as part of this project.

#### **5.1 Project Scope**

LAWA is soliciting proposals from a qualified consultant via this RFP to provide the following services:

- Upgrade of SAP Oracle from 9.2.0.7 to 10g
- Detailed project plan
- Knowledge transfer to LAWA staff on the upgrade procedure.

The Proposer must explain the approach that will be undertaken to provide the aforementioned services, including methodologies and key assumptions. Proposed costs and the timeline for providing these services must be addressed in the proposal as specified in Section 2.2, Proposal Content and Format.

The Proposer may provide sample deliverables by including such with the proposal in a separate volume titled "Optional Exhibits." See Section 2.1.3 for the submission requirements checklist.

#### **5.2 Project Timeline**

All services and project work included as part of this RFP must be completed within sixty (60) days of the project inception. The contract will commence upon the execution of such by LAWA.

#### **5.3 Project Services and Deliverables**

The successful Proposer must provide all services as described in the Project Scope. The successful Proposer must provide project management and oversight for the project and specify who will be held accountable for all services and deliverables provided under the contract resulting from this RFP.



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### ◆ **Project Work Plan**

- The successful Proposer will be responsible for setting Project Standards and Procedures

### ◆ **Deliverables**

The following deliverables, at a minimum, will be provided by the successful Proposer:

- Project Upgrade Plan
- Knowledge Transition Plan
- 

Once LAWA has accepted/approved the completion of a requested report or training session, the successful Proposer may submit an invoice for the final payment for each task in accordance with the approved deliverable pricing schedule.

## **6. Proposal Evaluation and Selection**

The evaluation process consists of three phases:

- ◆ Submittal Compliance
- ◆ Detailed Evaluation
- ◆ Selection of Best Proposal

This section describes the evaluation process and criteria that will be utilized in this procurement process.

### **6.1.1 Submittal Compliance**

A proposal must meet certain mandatory proposal submission requirements in order to proceed into the detailed evaluation phase. All proposals will be reviewed for compliance with these requirements and accepted into the next phase or rejected and considered no further. Mandatory requirements are listed below:

- ◆ The Technical Proposal must be submitted in conformance with the major proposal format in the required number of copies as outlined in Sections 2 and 2.2.10 Proposal Submission Instructions.
- ◆ All City of Los Angeles administrative requirements were submitted as required and have been approved by LAWA.

### **6.1.2 Detailed Evaluation**

A committee of LAWA employees will be assembled to evaluate the proposals. This committee will be known as the Evaluation Committee. The Evaluation Committee will rank proposals, from most to least, based upon the criteria in Section 6.2, Evaluation Criteria. The Evaluation Committee will use detailed evaluation guidelines to carefully review and assign a score to each section of each Technical Proposal.

### **6.1.3 Clarifications and Proposer Interviews**

LAWA may request additional information as deemed necessary from all Proposers whose offer LAWA, at its discretion, considers viable based upon the initial evaluation and scoring. Proposers may be asked to provide written clarification.



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### 6.1.4 Final Scoring

All Proposals will be issued a final score. The Evaluation Committee will be instructed to consider all information contained in the Technical Proposal, information provided via references, interviews (if deemed required), and any other information obtained through this procurement process.

Once all components of the RFP are scored, an offer to the best Proposer will be presented; after which, contract negotiations will commence.

### 6.1.5 Contract Negotiations

LAWA shall meet with the selected Proposer to negotiate and execute the final written contract upon LAWA's selection of the successful Proposer. LAWA reserves the right to negotiate any contract term or condition set forth by the Proposer that it considers to be unfavorable to LAWA and to make modifications to the requirements set forth in this RFP, provided such modifications do not constitute a substantial change. If, after good faith efforts to resolve any contractual issues, and LAWA is unable to negotiate a satisfactory contract with Proposer within five (5) days after the Notice of Intent to Award is approved, negotiations with that Proposer may be terminated at LAWA's discretion and LAWA shall undertake negotiations with the next Proposer in order of ranking. Negotiations may continue in this fashion until a contract is executed or all Proposers are rejected.

Proposers are strongly advised to propose their best and possible offers at the outset of the process, as there are no opportunities for best and final offers.

### 6.1.6 Evaluation Criteria

LAWA will award a contract to the successful Proposer whose response is in the best interest of LAWA considering the selection criteria set forth below; the criteria are listed in order of priority for evaluation purposes:

- ◆ **Executive Summary (5%)**  
Proposer demonstrated professionalism in the response to the RFP, such as: RFP presentation, well-written summary of the important features of the RFP, etc.
- ◆ **Proposed Scope of Work Description and Methodology (40%)**  
Proposer demonstrated understanding of the scope of work, organization, coordinating and capability to perform within the project schedule and budget requirements.
- ◆ **Qualifications, Experiences and Accomplishments (45%)**  
Proposer possesses prior experience with offering Oracle upgrade and maintenance services.  
Proposer meets all minimum qualification requirements.  
Proposer possesses expertise in/knowledge of the SAP System.  
Proposer possesses prior experience with working with municipalities comparable to the City of Los Angeles and/or LAWA.  
Proposer received favorable references during reference verification process.
- ◆ **Cost (10%)**



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The evaluation of the relative cost for each Proposer based upon their submission of the proposed fee schedule by service type.

### 7 Terms and Conditions

The following terms and conditions are required for all contracts with LAWA and will be utilized to govern this procurement and/or included in the contract with the successful Proposer.

#### 7.1.1 Right of Rejection

LAWA reserves the right to reject any and all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP, to extend the submission date of proposals, to proceed to do the work otherwise, withdraw this RFP, not award the agreement, and not award a portion of the agreement at any time. Revisions to this RFP, if any, will be posted on the web site as noted in the RFP.

The receipt of proposals shall NOT in any way, obligate the Board of Commissioners, LAWA, or the City of Los Angeles to enter into a consultant agreement or any other contract of any kind with any Proposer. All submitted copies of the proposals shall become the property of the City of Los Angeles.

#### 7.1.2 Protest Procedures

The purpose of these procedures is to provide a method of resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board of Airport Commissioners. These procedures are for the benefit of the City and are not intended to establish an administrative requirement, which must be exhausted by the protesting Proposer prior to pursuing any legal remedy which may be available. For this reason, no Proposer shall have the right to due process, should the City fail to follow these procedures for any reason within its discretion. However, a failure by a Proposer to follow the protest procedures as discussed herein will create the presumption that any subsequent legal action in court of competent jurisdiction is of no merit. These procedures will enable to Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

- ◆ A protest relative to a particular proposal must be submitted in detail and in writing and filed before 5:00 p.m. of the fifth business day after the issuance and notification of intent to award the contract. The protest shall contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof.
- ◆ Advance, officially signed and dated copies of protests will be accepted if sent via fax within the protest period and provided that approval is received prior to sending the fax. You may request approval from the Secretary of the Board of Airport Commissioners at (310) 646-1897 and protests can be sent via fax at (310) 646-6263.
- ◆ The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest.





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- ◆ All protests must be addressed:  
Office of the City Attorney  
Los Angeles World Airports  
P.O. Box 92216  
Los Angeles, CA 90009-2216
- ◆ The Board will only consider protests against any Proposer(s) who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
- ◆ Protests meeting the above criteria will be reviewed and submitted to the Board. Protesting parties will be notified of the date and time that the protest will be discussed in a public session of the Board. Protesting parties will be given the opportunity to present their arguments at the public session.

### **7.1.3 Expense, Ownership and Dispositions**

LAWA shall not be responsible in any manner for the costs associated with the submission of the proposals. 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 proposal 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.

### **7.1.4 City Held Harmless**

Except for the sole negligence of the City, the contractor, in addition to the insurance requirements as set forth in this RFP, undertakes and agrees to defend, indemnify and hold harmless the City and any and all City's Boards, officers, agents, employees, assignees, and successors in interest from and against all suits and causes of action, claim 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 any property of either party hereto or of third persons, in any manner arising by reasons of or incident servants, employees, contractors, and subconsultants of any tier, whether or not contributed to by any actor or omission of City or any of the City's Boards, officers, agents, or employees.

### **7.1.5 Attorney Fees**

If City shall, without any fault, be made a party to any litigation commenced by or against Contractor arising out of Contractor's operations and as a result of which Contractor is held liable, in whole or in part, by settlement, adjudication, or otherwise, then Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suited instituted against it that may affect the other party.



## Los Angeles World Airports

### 7.1.6 Unauthorized Removal of Key Personnel

It is critical to the overall success of the project that the Contractor not remove or reassign, without LAWA's prior written approval (which approval shall not be unreasonably withheld) any of the key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under the contract. The unauthorized removal of key personnel by the Contractor shall be considered by LAWA as a material breach of contract and grounds for termination and will subject the contractor to financial penalties of the amount of \$10,000 for each incident.

### 7.1.7 General RFP Conditions

- ◆ The proposals shall include the organizations best terms and conditions. Submission of the proposals shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of 180 days from the submission deadline.
- ◆ Unnecessary elaborate or lengthy proposals or other presentations beyond those needed to give a sufficient and clear response to all the RFP requirements are not desired.
- ◆ The proposals must set forth accurate and complete information as required in this RFP. Proposals with unclear, incomplete, and/or inaccurate documentation may not be accepted and reviewed.
- ◆ The City reserves the right to withdraw this RFP at any time without prior notice. The City makes no representation that a contract will be awarded to any offer responding to this RFP.
- ◆ Proposals shall be reviewed and rated by the City as submitted. No changes or additions may be made by the Proposer after the submission deadline except at the sole discretion of the City.
- ◆ The City has the right to verify the information in the proposals. If the information cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points awarded.
- ◆ If an organization knowingly and willfully submits false information or other data, the City reserves the right to reject the proposal. If it is determined that a contract was awarded as a result of false information or other such data submitted in response to this RFP, the City reserves the right to terminate the contract.
- ◆ An organization may not be recommended for funding, regardless of the merits of the proposals submitted, if it has a history of contract non-compliance with the City or any other funding source, poor past or current contract performance with the City or any other funding source.
- ◆ All proposals will be considered public documents. In accordance with the Public Records Act, they will be subject to review and inspection by the public at the City's discretion. Organizations must identify all copyrighted material that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 et



## **Los Angeles World Airports**

seq.). In the event such an exemption is claimed, the organization shall be requested to state in the proposals that he or she will defend any action brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request thereof.

- ◆ As part of the offer/counteroffer negotiation process, the City reserves the right to award all or portions of an organization's program and/or require that one organization collaborate with another for the provision of specific services, either prior to execution of a contract or at any point during the life of the contract.
- ◆ The City reserves the right to request additional information or documentation and verify all part of references provided by Proposers.

## **8 Administrative Requirements**

### **8.1.1 Administrative Form Requirements**

Each Proposer must include the following City of Los Angeles administrative documents and/or exhibits as listed on the next pages.

# **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. ASSIGNMENT OF ANTI-TRUST CLAIMS**

Pursuant to California Government Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA the Bidder/Proposer offers and agrees to assign to LAWA all rights, title, and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services, or materials. The assignment is made and becomes effective at the time LAWA tenders final payment to the contractor.

Attachment:

- Assignment of Anti-Trust Language

#### 4. BUSINESS TAX REGISTRATION CERTIFICATE

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

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

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

Additional information regarding this requirement may be obtained at:

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

Attachment:

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

#### 5. CHILD SUPPORT OBLIGATIONS

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

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

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

Attachments:

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

For additional information please contact:

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

## **6. 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".

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
- 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. MINORITY, WOMEN, AND OTHER / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

Pursuant to United States Code of Federal Regulations Title 49—Transportation, Subtitle A, Part 26 (49 CFR 26), 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), all Other Business Enterprises (OBEs), and Disadvantaged Business Enterprises (DBEs) 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/OBE/DBEs 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.

**No specific M/W/DBE levels of participation have been set for this project.**

If subcontracting opportunities are identified, Bidders/Proposers should submit a completed MBE/WBE/DBE Participation Form outlining the portion of the work that will be performed by each listed MBE/WBE/DBE 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 the attached.

Attachments:

- MBE/WBE/DBE/OBE Policy Statement

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

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

**IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO 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
- Insurance

# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA )
) ss.:
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says:
(Type or print name)
that he or she is the \_\_\_\_\_ of
(Type or print title)
\_\_\_\_\_, who submits herewith
(Type or print name of company/firm)

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

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

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

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

Signed:

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

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

\_\_\_\_\_  
Notary Public (Notarial Seal)

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

# Affirmative Action



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)

# Assignment of Anti-Trust Claims



## ASSIGNMENT OF ANTITRUST CLAIMS

Contractor understands and agrees that this Contract is subject to California Government Code Sections 4550 et seq. which provide as follows:

### CHAPTER 11. ANTITRUST CLAIMS

4550. As used in this chapter:

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

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

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

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

#### **4553. Reimbursement of assignor where awarding or purchasing body recovers for action assigned.**

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

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

#### **4554. Reassignment of action; Conditions**

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

# Business Tax Registration Certificate

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

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

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

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

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

ACCOUNT NUMBER								FUND		CLASS			
						-							

**New format:**

ACCOUNT NUMBER												FUND		CLASS					
												-							

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

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

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

Exemption Number:

						-		
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Explanation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Child Support Obligations

## CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Authorized Officer of Representative Print Name

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

# 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 - SAP Oracle Upgrade**  
**TERM: One month**

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.

### LIMITS

<p><b>(X)</b> Workers' Compensation (Statutory)/Employer's Liability</p> <ul style="list-style-type: none"> <li><b>(X)</b> Broad Form All States Endorsement</li> <li><b>(X)</b> Voluntary Compensation Endorsement</li> <li><b>(*)</b> Longshoremen's and Harbor Workers' Compensation Act Endorsement</li> <li><b>(X)</b> Waiver of Subrogation (Specifically naming "Los Angeles World Airports" Blanket endorsements are unacceptable)</li> </ul>	<b><u>Statutory</u></b>
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<b>(X)</b> Automobile Liability - covering owned, non-owned & hired auto	<b><u>\$1,000,000 CSL</u></b>
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<b>(X)</b> Aviation/Airport Liability	<b><u>\$1,000,000CSL</u></b>
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### OR

<p><b>(X)</b> Commercial General Liability, including the following coverages:</p> <ul style="list-style-type: none"> <li><b>(X)</b> Premises and Operations</li> <li><b>(X)</b> Contractual (Blanket/Schedule)</li> <li><b>(X)</b> Independent Contractors</li> <li><b>(X)</b> Products /Completed Operations</li> <li><b>(X)</b> Broad Form Property Damage</li> <li><b>(X)</b> Personal Injury</li> <li><b>(X)</b> Explosion,Collapse &amp; Underground (required when work involves digging, excavation,grading or use of explosive materials.)</li> <li><b>(X)</b> Additional Insured Endorsement (Specifically naming "Los Angeles World Airports" Blanket endorsements are unacceptable)</li> </ul>	<b><u>\$1,000,000CSL</u></b>
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<b><u>***</u></b> Coverage for Hazardous Substances	Sudden Occurrence	<b><u>\$ ***</u></b>
	Non-sudden Occurrence	<b><u>\$ ***</u></b>

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

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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.

# 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

**MBE, WBE, DBE and OBE Program**



## **Policy Statement**

Pursuant to United States Department of Transportation 49 Code of Federal Regulations (CFR) Subtitle A Part 26, 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), Disadvantaged Business Enterprises (DBEs), 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/DBE/OBEs and to encourage the development of existing and new MBE/WBE/DBE/OBEs.

Los Angeles World Airports shall review and, where appropriate, establish levels of participation for all 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/DBE 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/WBE/DBEs and achievement of contract goals.

The objective of this policy is to achieve the participation of MBE/WBE/DBEs 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**

Los Angeles World Airports is committed to increasing the number of minority and woman-owned and disadvantaged firms participating in Airport contracts. Firms may participate in LAWA contracts as prime contractors, member firms of a joint venture, subcontractors, or suppliers.

## **Subcontractor Listing**

If subcontracting opportunities are identified, your bid/proposal should also include a completed MBE/WBE/DBE Participation Form outlining the portion of the work that will be performed by each listed MBE/WBE/DBE 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.

An MBE/WBE/DBE Utilization Form for reporting the actual utilization of MBE/WBE/DBE firms is to be submitted monthly by each prime contractor. A copy of this form will be provided prior to the commencement of work.

## **Certification**

A firm which wants to be considered an MBE, WBE or DBE for this project should be certified by the City of Los Angeles, Centralized Certification Administration. If not currently certified, the company must submit all necessary documents, including the Application for Certification to the Centralized Certification Administration, no later than the due date of the bid/proposal.

Definitions, instructions, and an Application for Certification are available at [www.lawa.org](http://www.lawa.org). If additional clarification of the Minority and Woman-Owned Business Enterprise Program or the Disadvantaged Business Enterprise Program is required, please contact the Centralized Certification Administration at (213) 847-6480.

# 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.