

RFP 90094

ADMINISTRATOR
(Adv. Date October 26, 2012)

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DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES



No. **RFP 90094**

REQUEST FOR PROPOSAL (RFP) FOR

SMART GRID RDP CONSULTING SERVICES FOR OPERATIONS PHASE

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**Department of Water and Power
The City of Los Angeles**

**Request For Proposal (RFP)
No. RFP 90094**

Smart Grid Consulting Services

The Los Angeles Department of Water and Power (LADWP) is requesting proposals from qualified and experienced firms interested in providing Smart Grid Demo Grant Consulting Services.

Proposals shall be submitted in accordance with the requirements set in this document. One electronic version via LADWP's electronic-Request-Solicit-Procure (eRSP) online purchasing system and identical hardcopy written proposals shall be considered. All materials submitted shall become a part of the proposal, and may be incorporated in a subsequent contract between the LADWP and the selected proposer.

The use of the term "bid" in a proposal shall be considered synonymous with the term "proposal."

There will be a pre-proposal conference for qualified firms before the proposals are due. The conference will be held as follows:

Location: 111 North Hope Street,
Los Angeles/Portland Conference Room
Los Angeles, California 90012

Date : November 08, 2012

Time : 1:00 PM

A Proposal Conference is scheduled on 11/08/2012 at 111 N. Hope Street, Los Angeles/Portland Conference Room, Los Angeles, CA, 90012.

The conference is a critical component of the City's Good Faith Effort" (GFE) process and the participation of all potential proposers are strongly encouraged. Attendees will receive essential information regarding the GFE process. Five (5) points will be credited toward the successful completion of the GFE requirement outlined in Section 5.12 of this Request for Proposal.

Please submit your written proposal, one (1) original and five (5) copies, no later than 2:00 on December 6, 2012, in a sealed package, clearly marked with the RFP number and title of work to be done.

In addition, please submit one electronic version of your proposal no later than 2:00 p.m. on December 6, 2012 via the electronic-Request-Solicit-Procure (eRSP) system. Proposals submitted via electronic mail or facsimile will not be accepted.

Both the electronic and hardcopy proposal submittals must be received on or before X:XX p.m. on December 6, 2012 or the proposal is non-responsive to this RFP.

The LADWP employs the electronic-Request-Solicit-Procure (eRSP) online purchasing system for posting its Requests for Proposals and receiving bid documents.

Bidders shall log on to the LADWP's website at <http://www.ladwp.com> and register at the eRSP online purchasing system web page <http://www.ladwp.com/ersp> to access, download, print, complete, sign, scan, and upload all required proposal documents electronically prior to the proposal due date and time.

Proposal submittals shall be clean, legible, complete, and with no missing page(s).

Bidders shall submit all uploaded proposal submittals in a portable document format (PDF) with an optimal resolution of 300 dpi. An uploaded proposal submittal shall be a true representation or an identical copy of the paper format original. The content and number of pages of both the electronic scanned copy and the paper original shall be identical with no alterations.

Address the hardcopy written proposal package to:

Los Angeles Department of Water and Power
c/o Vendor Liaison Center
111 N. Hope St, Room L43
Los Angeles, CA 90012

Proposal shall be identified as:

RFP No. 90094
Smart Grid Consulting Services
Due Date: December 6, 2012

Received hardcopy proposals will be held, unopened, in a secure place until the eRSP "Bid Returnable by" closing date and time has elapsed. Hardcopy proposals will not be opened publicly as this is now achieved through eRSP system functionality that automatically opens all proposals at the due date and time. When the electronic proposals are opened publicly, only the names of the proposers and a redacted copy of the eRSP electronic bid response (excluding all attachments) will be revealed to the other proposers. Adequate precautions shall be taken to treat each proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other proposers during the evaluation process. As long as all eRSP system bidding instructions are followed by the proposers, prices and other information concerning the proposals will not be disclosed until a recommendation for award is made to the awarding authority.

All hardcopy proposals must be received by the LADWP at the exact address listed above. No allowance will be made for delays in the U.S. Mail, consumer mailing services, the Department internal mail service, off-site parking, or clearing security at the entrance to the John Ferraro Building. Proposals will be time stamped prior to the 2:00 pm closing time, unless otherwise instructed (by addendum). Submittals received after this time and date will be considered late and will not be opened or considered for evaluation and will be returned unopened in accordance with purchasing policies.

For questions regarding this RFP, submit all questions through eRSP using the Q&A tab. Questions must be received no later than November 23, 2012. LADWP's responses to the questions will be posted on eRSP no later than November 30, 2012. LADWP recommends all proposers to visit the abovementioned eRSP Q&A tab on a regular basis as the responses may be posted earlier than the posting date.

Instructions for how to use the Q&A functionality can be found on the eRSP splash page under the heading "User Guides" under bullet number 4 "Electronic Bidding Guide (PDF)," pages 5-7. The LADWP will not be responsible for any other explanation or interpretations via any other communication medium.

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- Appendix N. Local Business Preference Program
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- Appendix P. Protest Policy
- Appendix Q. Draft Professional Services Agreement
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- Appendix S. Iran Contracting Act of 2010 Compliance Affidavit

1.0 Introduction

1.1 Purpose of Project

The Los Angeles Department of Water and Power (LADWP) is requesting proposals from qualified and experienced firms interested in providing consulting services to assist the LADWP with the 1) Operation of the Smart Grid Regional Demonstration Project; 2) Integration of existing legacy systems and new systems related to the deployment of a Smart Grid Infrastructure; 3) Support of the project team in the form of subject matter experts (SME) and support resources; 4) Expertise with Smart Grid-related functions as LADWP transitions to and develops a Smart Grid infrastructure; 5) Transfer of expertise and knowledge from the consultant(s) to employees during the contract term; 6) Monitoring of the electric utility industry to remain updated with the latest Smart Grid trends; 7) Assessment of the current LADWP Smart Grid program and validation against industry standards.

Due to conflict of interest rules and competitive bidding principles, the awarded consultant and its subcontractors will be prohibited from bidding on or participating in follow-on products, systems or services that may arise from this RFP.

1.2 Background of Project

The current Smart Grid Regional Demonstration Project is composed of a cross-functional matrix team composed of people from various divisions. To date, 64 substations have been configured with Substation Automation, approximately 1500 Advanced Metering Infrastructure (AMI) meters have been installed, and various business and control systems have been integrated.

LADWP has identified eight (8) Smart Grid initiatives for development and evaluation: Renewable Integration (Distributed Generation), Transmission Automation, Substation Automation, Distribution Automation, Advanced Metering Infrastructure, Demand Side Management and Demand Response, Communications Infrastructure, and integration of various business and control systems.

LADWP initiated three pilot programs in late 2008. The first program is the deployment of 10,000 meters, in which life support/critical care customers will receive AMI meters, and each of the 1600 4.8 kV circuits will have 2-3 AMI meters installed to improve the outage management process. The second pilot is the creation of a Smart Grid demonstration lab, which will take place at the 1630 N. Main Street building, and will demonstrate various Smart Grid components and initiatives identified by LADWP for implementation. The second pilot is an AMI and Distribution Automation project that will involve a single circuit in Encino.

1.3 Description of Department

The LADWP provides water and electricity for more than 3.8 million people, in the nation's second largest city. Established over a century ago, the country's largest municipal utility provides services to meet the water and electric needs of Los Angeles businesses and residents in a 465 square-mile area.

The LADWP's electrical system serves more than 1.4 million electrical meters, 120,000 overhead distribution transformers, 47,000 substructures, and 300,000 LADWP-owned utility poles. There are approximately 1,650 primary feeders at 4.8-kV fed from 176 Distributing Stations (DS). Large commercial customers are served directly from the 34.5-kV system. The LADWP owns and operates a fiber optic communications network with approximately 300 route miles.

The LADWP's power systems utilize a number of control and business applications to control, manage, improve, enhance and operate the electric power system. These mission critical applications communicate over various communications systems. These systems include copper, wireless, and fiber systems.

2.0 Definition of Terminology

2.1 Terminology

1. Bidder: Person, firm, or corporation submitting a proposal in accordance with the requirements set forth in this Request for Proposal.
2. Board: Board of Los Angeles Department of Water and Power Commissioners.
3. Contract: Agreement between LADWP and the successful proposer based on the final negotiated terms and conditions as stipulated in this RFP document.
4. Contract Documents: Agreement including RFP Documents, Appendices, Exhibits, Amendments, Reference Drawings, and Reference Documents and Material.
5. Contractor: Person, firm, or corporation to whom the Agreement is awarded.
6. LADWP: Los Angeles Department of Water and Power.
7. Directed, Required, Approved, Etc.: The words "directed", "required", "approved", "permitted", "ordered", "designated", "prescribed", "instructed", "acceptable", "accepted", "satisfactory", or similar words shall refer to actions, expressions, and prerogatives of the Contract Administrator or their designated representative, unless otherwise expressly stated.
8. Director of Supply Chain Services: The Director of Supply Chain Services, or the Assistant Directors of Supply Chain Services of the LADWP.
9. Project: Construction and maintenance activities.
10. Supervisor: Contract Administrator, or LADWP Electrical Engineer, Electrical Engineering Associate, or Senior Electrical Tester B who reports to the Contract Administrator.
11. Proposer: Synonymous with Bidder
12. Site: Project location
13. Subcontractor / Subconsultant: Person, firm, or corporation, other than the Contractor and employees thereof, who is under contract to the Contractor and supplies labor or materials on a portion of the work and who performs all or portions of its work on the property of LADWP.
14. Supplier: Person, firm, or corporation, other than the Contractor and employees thereof, who is under contract to the Contractor and supplies materials and/or services on a portion of the work and who does not perform any of its work on the property of LADWP.
15. Work: Work consists of Statement of Work as stated in Section 3.0 and all its subsections, e.g. Scope of Work, Description of Work, Deliverables.
16. Adapter: Software component in system architecture that interfaces between two systems.

2.2 Acronyms

1. RFP: Request For Proposal
2. SGRDP: Smart Grid Regional Demonstration Program
3. DOE: Department of Energy
4. CEC: California Energy Commission
5. ARRA: American Recovery and Reinvestment Act
6. SME: Subject Matter Expert
7. AMI: Automated Metering Infrastructure
8. EV: Electric Vehicle
9. DR: Demand Response
10. CB: Customer Behavior
11. CS: Cyber Security
12. NERC: North American Electric Reliability Corporation
13. FEREC: Federal Energy Regulatory Commission
14. WECC: Western Electricity Coordinating Council
15. MBE: Minority Business Enterprises
16. WBE: Women Business Enterprises
17. EBO: Equal Benefits Ordinance
18. SCWRO: Service Contract Workers Retention Ordinance
19. LWO: Living Wage Ordinance
20. STI: Software development and support company
21. SF: Standard form
22. OMB: Office of Management and Budget
23. PVMS: Project Value Management System
24. SCADA: Supervisory control and data acquisition
25. OSI: Pi software and support
26. CGI: Outage management and support company
27. GIS: Geospatial information system
28. Oracle: Database software and support company
29. Logica: Work management software and support company
30. Intergraph: GIS software and support company

3.0 Statement of Work (SOW)

3.1 Scope of Work

The consultant shall assist in the daily operation of the Smart Grid Regional Demonstration Project by providing project management support in the form of subject matter experts (SMEs) to provide technical and administrative support for the project management office and all project teams: Advanced Metering Infrastructure, Customer Behavior, Cyber Security, Demand Response, and Electric Vehicle teams. The consultant shall provide expertise with Smart Grid-related functions as LADWP develops and transitions to a Smart Grid infrastructure. The consultant's responsibilities shall include the integration of existing LADWP legacy systems with new Smart Grid systems, coordination among all project teams, development of documentation and reports, troubleshooting of technical problems, and ensuring that DoE deliverables are met and demonstrations are successfully executed. The LADWP's executive program director will review all proposed work. The project manager and project staff will review, make recommendations, and request modifications as needed.

3.2 Description of Work

The Consultant shall provide the following services:

1. Provide project management and technical support relating to all aspects of the two-year operations of the Smart Grid Regional Demonstration Program; which includes, but is not limited to operating manuals, new procedures, new processes, modifications of any existing operation orders, and development of any new operating orders;
2. Provide maintenance of the SGRDP, which includes, but is not limited to maintenance manuals, new maintenance procedures, processes, schedules, and modifications to any existing maintenance documents requiring modification;
3. Provide daily support and facilitate coordination among the project teams in the operation of Smart Grid Demonstrations in the areas of Advanced Metering Infrastructure, Customer Behavior, Cyber Security, Demand Response, and Electric Vehicles, Renewable Integration (Distributed Generation), Transmission Automation, Substation Automation, Distribution Automation, Communication Systems, Demand Side Management;
4. Ensure the full integration of current LADWP legacy systems with new systems deployed as required by the SGRDP, which shall include, but is not limited to development of adapters, interfaces, software ((i.e. Oracle, STI) and integrators between systems as required for the operation and maintenance of any system identified as part of the Smart Grid infrastructure, validation of any data, and subject matter expertise. the training of project managers and installation crews as pertaining to integration processes;
5. Provide support for systems engineering and all individual projects;
6. Develop an overall Smart Grid Architecture;
7. Establish a project value management system;
8. Develop system data flow diagrams;
9. Provide troubleshooting expertise in all areas of the SGRDP to ensure that all deliverables are met and all demonstrations are successfully executed;
10. Develop operational and maintenance reports as required by the DoE, CEC, and City of Los Angeles Reporting; which includes, but is not limited to DOE monthly progress reports, Standard Form 425, and OMB 1512 Quarterly Reports, Metrics and Benefits reports, health status reports, expense calculator, job calculator, job creation reports, and all ad hoc reports, as requested;
11. Gather all required information and create reimbursement requests (Standard Form 270) that capture all expenditures for the SGRDP;
12. Develop reports detailing technical requirements related to the operation and integration of Smart Grid systems;
13. Provide quality control for all reporting;
14. Prepare all procedural changes necessary to operate the Smart Grid infrastructure;
15. Evaluate and process future RFPs for Smart Grid-related materials and services;
16. Provide documentation of all aspects of the operation of the SGRDP, including but not limited to invoicing, project accounting, and risk management; project meeting agendas, meeting minutes, and action item lists;
17. Maintain the SGRDP organizational chart and individual project organizational charts;
18. Monitor the electric utility industry for LADWP to remain updated with the latest Smart Grid trends;
19. Provide support for the customer engagement effort;

20. Assist in the development of all new department standards related to Smart Grid deployment and validate the LADWP SGRDP against industry standards;
21. Transfer all skills and knowledge relevant to the above services to LADWP employees during the contract term through training sessions and the development of design, standards, and procedural manuals;

3.3 Deliverables

The Project deliverables will include, but are not limited to:

1. Operational Reports: documentation of all post-implementation requirements, procedures, processes, and standards for the duration of the project and beyond;
2. Maintenance Reports: identification of devices requiring maintenance, personnel responsible, timeline for maintenance, and method of maintenance;
3. Functional Procedures Manual: documentation of assessment and management of deletions, additions, and/or modifications to processes that will be adopted to operate a Smart Grid;
4. Operational Risk Assessment Report: identification and assessment of any and all risks to the SGRDP, its operation and any future operation of Smart Grid-related functions;
5. Software Development and Integration: development by a team of SMEs of all integrators, adapters, interfaces, and/or software necessary to operate and maintain LADWPs Smart Grid, and coordination of technical needs between project teams;
6. Regulatory Reports: regular completion and submittal of all recurring reporting required by DoE, CEC, and City of Los Angeles reporting, including, but not limited to ARRA quarterly progress reports, internal reports, DoE required reports, City of Los Angeles required reports, weekly and monthly progress reports, SF 425, OMB 1512, Jobs Created/Retained, Jobs Health Reports, PVMS, Risk Management updates, Metrics and Benefits reports, and ad-hoc reports as needed.
7. Project Invoices: preparation and submittal of monthly, quarterly and annual invoices.
8. Training Plan and Manuals: development by a team of SMEs of all training materials relating to SGRDP and integration for LADWP employees.

3.4 Cyber Security Requirements

The Vendor (Consultant) is required to adhere to all LADWP physical and cyber-related security policies, standards, requirements and procedures (collectively, "Security Requirements"), applicable to the project. All Vendor personnel, equipment, products, services, and sub-consultants involved with the work must adhere to all applicable Security Requirements throughout the duration of the agreement or any extensions or amendments thereof. Security Requirements may be imposed by LADWP policy, or by Federal, State or Local laws, regulations or industry practices, including, without limitation, requirements that may be imposed by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), the Western Electricity Coordinating Council (WECC) and the Department of Energy (DOE).

Inability to meet the LADWP's Security Requirements may be considered when evaluating the Vendor (Consultant) for consideration and award of agreements and projects, including extensions or amendments to existing agreements. As security regulations and practices change over time, amendments and extensions to existing

agreements may include additional Security Requirements not present in earlier agreements.

3.5 Schedules

The schedule of deliverables for this RFP is as follows, however, dates are subject to change. A complete project schedule will be provided to winning bidder:

Item	Action	Date
1	Completed Construction Phase	June 30, 2013
2	Completed Testing Phase	June 30, 2013
3	Completed Operations Phase	June 30, 2013

3.6 Department-Furnished Property

LADWP will provide all necessary equipment to perform the assigned task with the exception of computer-related equipment.

LADWP drawings, specifications, and other media furnished for the Contractor's use shall not be furnished to others without written authorization from LADWP.

3.7 Contractor-Furnished Property

The contractor is not required to furnish property.

3.8 Background Check Certification Requirement

The Contractor shall (1) perform the required background checks of all designated principals, employees and/or subcontractors of the Contractor; and (2) not assign principals, employees and/or subcontractors of the Contractor convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto (including, without limitation, the attachment entitled "Background Check Certification," **Appendix A**), shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination for breach of contract without opportunity to cure, without liability on the part of LADWP.

Contractor agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Contractor was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.

Contractor is advised that submission of a false claim for payment to LADWP may subject Contractor to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 et seq.). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP. The following specific language in the invoices/bills is acceptable: "Contractor certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was

performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Contractor and LADWP) has been found."

None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the contractor's failure to comply with this section.

4.0 Basis for Award

This is a competitive negotiated procurement.

- A. Award will be made to that responsible offeror whose proposal provides the best overall value to the LADWP. In the determination of the best value, other factors and price will be separately ranked, as defined in the section for Evaluation Criteria. For the purposes of this procurement, all evaluation factors, other than price, when combined, are more important than price.
- B. Therefore, the LADWP may select other than the lowest priced offer if it is determined that the additional technical merit offered is worth the additional price in relation to the other proposals received. For evaluation purposes, as proposals become more technically equivalent, price becomes more important.

The RFP evaluation, selection, and award process will including the following.

4.1 Initial Evaluation Statement About Responsiveness

- 4.1.1** LADWP review panel will evaluate written proposals and may invite those who fall within a competitive range to give oral presentations. If oral presentations are requested, the review panel will identify the selected firm following the completion of the oral presentations. It is anticipated that selected proposers will be notified of their oral presentation date and time within 7 to 10 days of the RFP due date.
- 4.1.2** Contract Administrator, or his/her Designee, may negotiate specific contract terms with the selected firm.

4.2 Evaluation Criteria

- 4.2.1** The criteria outlined below will be used in evaluating the submittals, the oral presentations (if any) and work references, and are listed in order with their relative weight of importance. All criteria are important, however, and it would be wrong to assume the criteria listed with the least weight are insignificant.

A. Qualifications of the Firm

Evaluation to be based on the Proposer's qualifications and experience pursuant to Section 5.5 and 5.11 of this RFP.

B. Qualifications of Key Personnel

Evaluation to be based on the experience and knowledge of the assigned key personnel pursuant to Section 5.7 of this RFP.

C. Technical Approach

Evaluation to be based on the experience and knowledge of the assigned key personnel pursuant to Section 5.9 of this RFP.

D. Financial Stability of the Firm

Evaluation to be based on the experience and knowledge of the assigned key personnel pursuant to Section 5.6 of this RFP.

E. Transfer of Knowledge

Evaluation to be based on the experience and knowledge of the assigned key personnel pursuant to Section 5.8 of this RFP.

4.2.2 Each criterion shall be evaluated as follows:

- A. **Beneficially Exceeds** – The proposal is responsive beyond the minimum requirements of the RFP with no significant weaknesses (and only a few, if any, minor weaknesses) noted. Fulfilling the definition of Beneficially Exceeds indicated that, in terms of the specific factor, the proposal demonstrates a level-of-effort beyond that required by the RFP, and that this effort has, or could produce, results that should prove to be substantially beneficial to the LADWP.
- B. **Acceptable** – The proposal is adequately responsive with no major weaknesses noted. A rating of Acceptable indicates no exceptional features or innovations that could prove to be beneficial and/or only minor weaknesses to diminish the quality of the offeror's performance.
- C. **Marginal** – The proposal fails to meet the evaluation standards; however, Any significant deficiencies are considered correctable. A rating of Marginal indicates that corrective actions by the offeror which would improve the rating are attainable.
- D. **Unacceptable** – The proposal is not adequately responsive or does not address the specific factor. The offeror's interpretation of the LADWP's requirements is so superficial, incomplete, vague, not comprehensive, or incorrect as to be unsatisfactory. A rating of Unacceptable indicates that mandatory corrective action would be required to prevent significant weaknesses from affecting the overall contract effort. In essence a complete rewrite of that portion of the offeror's proposal that is unacceptable would be required

4.2.3 Price

- A. This shall consider what it would probably cost to the LADWP to do

Business with the offeror and the realism and affordability of the proposed price.

5.0 Requirements for Proposal

5.1 Writing Requirements for Proposal

Submitted proposals shall conform to the following requirements:

- A. One (1) original and five (5) copies of the proposal shall be enclosed in a single, sealed package plainly marked with the words "Proposal for SGRDP Consulting services for Operations Phase" In addition, please submit one electronic version of your proposal via the electronic-Request-Solicit-Procure (eRSP) system. Both the electronic and hardcopy proposals must be received on or before the due date and time stated in the Cover Letter or the proposal is non-responsive to this RFP.
- B. Responses to this Request for Proposal shall be made in accordance with the format set forth in this section and must follow the same titling and numbering schemes. All pages of the proposal must be consecutively numbered.
- C. Proposals shall be prepared simply and economically, without the inclusion of unnecessary promotional materials.
- D. Proposals submitted shall be written in the English language.
- E. Proposals shall be submitted on recycled paper that has a minimum of 30-percent post-consumer recycled content.
- F. The proposals shall be duplex copied (double-sided pages).
- G. Neon or fluorescent paper shall not be used.
- H. Company/Corporate letterhead or stationery that accompanies the proposal is exempt from these requirements

Submittal of a proposal pursuant to this Request for Proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth unless otherwise expressly stated in the proposal.

5.2 Coverage of RFP Items

The proposal must cover the statement of work and all the RFP requirements. Any limitation in the bidder's ability to supply information requested in the RFP or to support or to perform a particular function should be stated in detail in the appropriate section of your response. Any omissions or deviations from the requirements set forth in this RFP shall be fully described. Failure to adhere to the following format may be a cause for the rejection of the proposal as non-responsive.

Any additional documents that the bidder's organization requires to be signed, or agreed to, by the LADWP shall be referenced in the letter of transmittal and attached as appendices to the proposal.

5.3 Letter of Transmittal

Each proposal that is submitted in response to this RFP must contain the letter of transmittal including the following information:

1. A brief statement of the Contractor's understanding of the work to be done and commitment to perform the work as scheduled.
2. A list of the sections/parts of the RFP being bid.
3. A summary of exceptions taken to the RFP requirements, statement of work, specifications, and/or proposed contractual terms and conditions.
4. A reference to any contractual terms and conditions required by the Contractor.
5. The names of individuals authorized to represent the Contractor, the titles, addresses, telephone numbers, and e-mail addresses.
6. An officer authorized to bind must sign each proposal on behalf of the Proposer and must include the following declarations on the transmittal letter:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

5.4 Table of Contents

Include a clear identification of the proposal by section and by page number.

5.5 Qualifications of the Firm

Include a detailed description of the bidder's previous experience and qualifications in providing operational consulting personnel for Smart-Grid related projects similar to those described in Section 3.0.

1. Firm Name.
2. Location(s) where work was performed.
3. Number of years firm has been in business.
4. Provide a detailed statement on services provided.
5. Experience of firm working with utilities (investor owned and public).
6. Contact person's name, address (office and email), and phone number.
7. Describe the type and quantity of support relationships with relevant vendors.
8. Provide the total number of employees in your firm by job classification.

9. Describe the firm's experience in the operation of a Smart Grid ARRA project.
10. Describe the system(s) analyzed for Smart Grid.
11. Describe the training and skills in the areas of Cyber Security, Demand Response, Electric Vehicles, Customer Behavior, Advanced Metering Infrastructure.
12. Describe training programs developed and/or conducted.
13. Describe the project management methodology and techniques utilized.
14. Description of ability to complete the assigned project in an expedited manner, including demonstrating the ability to perform under tight deadlines.
15. Provide a list of all the firms for which similar services described in Section 3.0 of this RFP have been provided. Provide the following information for each firm listed and describe in detail the service provided.
16. Describe the firm's experience with the following existing LADWP systems and software:
 - a. Automated Meter Reading (AMR)
 - b. Transformer monitoring
 - c. Outage detection
 - d. Surveillance
 - e. Interface with LADWP systems, such as SCADA (OSI), outage management (CGI), maintenance management (MAXIMO) and work management (Logica)
 - f. Interface with existing LADWP GIS Systems, such as FRAMME (Intergraph)
 - g. Interface with OSI Soft Pi Historian Systems
 - h. Power quality monitoring

5.6 Financial Status of the Firm

Each proposal shall include a statement of the company's financial condition and annual revenues for the previous three (3) years, or for each fiscal year the company has been in business if less than three (3) years, including audited reports. The financial statements should reflect the work activities of the services offered.

The financial information will be reviewed and evaluated to ensure adequate financial resources to enable the Contractor to perform the services or requirements under the proposed contract.

5.7 Assigned Key Personnel

Provide a list of personnel that can perform the services described in the Statement of Work, Section 3.0 of this RFP. The bidder shall provide resumes and additional material listed below for the key personnel whom the vendor employs or plans to employ to perform the requested services and expects to be available for the duration of the associated tasks.

For each person listed, the following information should be provided:

1. Resume.
2. Certifications, accreditation, licenses, and training.
3. Description of the work to assigned to each individual.
4. Amount of time likely to be assigned for project work.
5. Relevant work experience in years and level of responsibility.
6. Detailed description of Smart Grid knowledge and experience.

7. Academic achievements, including all college undergraduate and graduate education.

The LADWP expects to use the most experienced and qualified staff by the selected proposer, as listed in the proposal.

The Proposer must be able to show the availability of adequate staff to perform or be involved in the work of this project, including project managers, key staff, and adequate backup personnel. Provide a roster showing the names and titles of staff members for the proposed services.

5.8 Transfer of Knowledge

Describe the firm's experience and proposed transfer of knowledge approach to addressing and delivering each of the services requested below.

1. Transfer of Knowledge
2. Formal Training Environment
3. Operational training
4. Experience providing custom training
5. Computer-Based Training (CBT)

5.9 Technical Approach

Describe the proposed technical approach to addressing and delivering each of the services requested below. Identify project challenges and issues. Also include project estimating and cost, budget, schedule control and risk management.

1. Operations of the LADWP's Smart Grid Regional Demonstration Program as per Section 3.0.
2. Integration of existing legacy systems and new systems related to the deployment of a Smart Grid Infrastructure as per Section 3.0.
3. Administrative and technical Support of all individual projects within the SGRDP as per Section 3.0.
4. Transition LADWP into the new Smart Grid Infrastructure.
5. Provide expertise in Smart Grid-related functions.

5.10 Compensation: Fees and Labor Costs

Provide a full fee schedule for all staff. The fee schedule shall reflect itemized hourly wages for each job classification provided by the Contractor. It shall include the employee name, job classification as described in Section 5.7.1 of this RFP and hourly labor rates. Use **Appendix B**, Fee Schedule Worksheet.

No additional mark-up on Contractor or subcontractor work will be allowed. Overtime rates shall be based upon 1.5 times the direct labor rate of the Contractor employee classification plus a fixed overhead rate that is the same as used for calculating the billable straight time rate and not increased by any additional mark-up or multiplier.

Note: Prior to contract award, the successful bidder shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.

5.11 References

The proposer shall provide a list consisting of at least three (3) clients employing the services of the proposer within the last three (3) years. For each client listed, the proposer shall provide:

1. Name of the client
2. Approximate contract value of the work performed for the client organization
3. Name, title, address, phone number, and email of the client's project manager and key staff in each project
4. Locations where the services were provided
5. List of services provided
6. Brief description of the function or purpose of the services provided
7. Project start dates and completion dates

5.12 Previous Services Provided to City of Los Angeles

Has the proposer, within the last three years, rendered any service to the City of Los Angeles, either as a contractor or subcontractor, either under the current proposer's name or any other name or organization? If so, please provide details.

5.13 Subcontractors

State whether proposer will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the proposer shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work on this Statement of Work.

5.14 Supplier Diversity

It is the policy of the Department to provide Women Business Enterprises (WBEs), and Minority Business Enterprises (MBEs), and all other business enterprises (OBEs) an equal opportunity to participate in the performance of all Department contracts. Bidders shall assist the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including WBEs and MBEs, have an equal opportunity to compete for and participate in the work being requested by this RFP.

Efforts to obtain participation of MBEs, WBEs, and other business enterprises could reasonably be expected to produce a level of participation by interested subcontractors including 15 percent MBE and 7 percent WBE.

5.14.1 Good Faith Effort

All bidders shall make a good faith effort to reach out to WBEs, MBEs, and all other business enterprises in response to this Request for Proposal (RFP). The Department's Outreach Program constitutes a requirement of this RFP,

regardless of the number or kind of subcontractors a successful bidder may ultimately retain. If a bidder initially intends to perform all work under any contract resulting from this RFP through their own resources, without employing any subcontractors, it is nevertheless required that the bidder make a good faith effort as specified in this Section of the RFP.

WBE/MBE Defined: "Women's Business Enterprise" (WBE) or "Minority Business Enterprise" (MBE), as used herein means a business enterprise that is certified as meeting both of the following criteria:

- A. A business that is at least 51 percent owned by one or more women or, minority person(s), in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women or minority person(s).
- B. A business whose management and daily business operations are controlled by one or more women or minority person(s).

5.14.2 LADWP Supplier Diversity Program

Each proposal shall include a statement of the proposer's good faith effort in the form and format described below. Provide your firm's Outreach Program Documentation and Results in **Appendix I** of this RFP.

5.14.3 Factors and Weights for Evaluation of Good Faith Effort

Bidder's good faith effort to reach out to WBEs, MBEs and all other business enterprises will be determined by the factors specified herein. The Department will determine the adequacy of each bidder's good faith effort to utilize this Outreach Program based upon the documentation provided and by considering all factors set forth and the weights for evaluation. The total points possible are 100, and a passing score of 75 points must be achieved.

Bidders not receiving a passing score will be found non-responsive and disqualified from participating in any contracts resulting from this RFP.

If the Department determines to not award the contract to a bidder because a bidder is determined to be nonresponsive for failing to comply with the good faith factors set forth, the Board will, if requested, afford the bidder the opportunity to present evidence in a public hearing of the bidder's good faith efforts in making its outreach prior to the award of the contract. Each indicator, 2 through 10, will be evaluated on a pass/fail basis. Either full or zero points may be achieved for compliance with each item. The factors and weights are as follows:

- 1. Level of MBE/WBE participation proposed. **(Weight: 0 points)**
- 2. Attendance at the Bidders Conference. **(Weight: 5 points)**
- 3. Identification of selected portions of the project to be performed by subcontractors in order to provide participation by WBEs, MBEs, and OBEs. Bidders shall when economically feasible, divide total contract requirements

into small portions or quantities to permit maximum participation of WBEs, MBEs, and OBEs. **(Weight: 5 points)**

4. Advertise for bids from interested business enterprises not less than 10 calendar days prior to the submission of bids or proposals in newspapers, trade association publications, minority or trade oriented publications, trade journals, or other appropriate media. Refer to **Appendix J** for resources. (Weight: 15 points)
5. Providing written notice of intent to bid on the contract to those business enterprises including WBEs, MBEs, and OBEs, having an interest in participating in such contract. Such notice shall be provided not less than 10 calendar days prior to the bid submittal date. Bidders shall document that invitations for subcontracting bids were sent to available WBEs, MBEs, and OBEs, for each portion of the work. Refer to **Appendix J** for resources. **(Weight: 20 points)**
6. Documenting efforts to follow up initial solicitations of interest by contacting the business enterprises to determine whether the enterprises are interested in participating in the work. **(Weight: 20 points)**
7. Providing interested enterprises with information about the plans, specifications, and requirements for the selected work. **(Weight: 3 points)**
8. Requesting assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs, and other business enterprises not less than 15 calendar days prior to the bid submittal date. Refer to **Appendix J** for resources. **(Weight: 3 points)**
9. Negotiating in good faith with interested MBEs, WBEs, and OBEs and not unjustifiably rejecting bids or proposals prepared by any enterprise. As documentation, the bidder shall complete a table with all sub-bidders for each portion of work solicited, including dollar amounts of potential work for MBEs, WBEs, and OBEs. Bidders shall also submit documentation of correspondence regarding subcontract bids from interested WBEs, MBEs, and OBEs including, but not limited to:
 - (a) Requests by bidder to obtain subcontract bids from enterprises expressing interest.
 - (b) Responding letters of interest, subcontract bids or declinations to offer a bid.
 - (c) Acceptance by bidder of subcontract bids.
 - (d) Rejections of subcontract bids including explanations for non-selection.**(Weight: 26 points)**
10. Documenting efforts to advise/assist interested MBEs, WBEs, and OBEs in obtaining bonds, lines of credit, or required insurance. **(Weight: 3 points)**

5.14.4 Monthly Records

The successful bidder shall maintain records monthly to determine compliance with the Department's Outreach Program and shall submit such records to the Contract Administrator. The records shall be submitted on Department forms and shall show the following:

1. The name of each participating subcontractor.
2. Description of work each subcontractor has contracted to perform.
3. The percentage completion of the work under each subcontract.
4. The compensation contracted to be paid to each subcontractor.
5. The cumulative compensation earned by each subcontractor.
6. The cumulative compensation paid to each subcontractor.

5.15 Affirmative Action Plan

The proposer shall have an Affirmative Action Plan on file with the Director of Supply Chain Services. The proposer shall comply with the requirements of the City of Los Angeles and shall complete, sign, and submit to the Department the "Affirmative Action Plan" (3 pages) affidavit set forth in **Appendix D** of this RFP as a part of its written proposal responding to the RFP.

An Affirmative Action Plan shall be in effect and on file with the Department for the duration of the contract period.

5.16 Equal Benefits Ordinance

The contract resulting from this proposal is subject to applicable provisions of the Equal Benefits Ordinance (EBO), Division 10, Chapter 1, Article 1, Section 10.8.2.1 of the City of Los Angeles Administrative Code.

As part of their proposal to the Department, proposers shall complete and submit the "Equal Benefits Ordinance Compliance Affidavit" (2 pages) (provided in **Appendix E**). Failure to comply with these requirements shall result in the proposer being deemed nonresponsive.

Proposers do not need to submit supporting documentation with their proposals. However, the Department reserves the right to request supporting documentation to verify that benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

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

5.17 Contractor Responsibility Program

The contract resulting from this bid is subject to applicable provisions of the Contractor Responsibility Program Ordinance, Division 10, Chapter 1, Article 14 of the City of Los Angeles Administrative Code.

As part of their proposal to the Department, proposers shall complete and submit the "Pledge of Compliance with Contractor Responsibility Ordinance" (1 page) and

“Responsibility Questionnaire” (9 pages) affidavits (provided in **Appendix F**). Failure to comply with these requirements may result in the proposer being deemed nonresponsive.

The Contractor Responsibility Program also requires that during the term of the contract, the successful bidder shall update responses to the “Responsibility Questionnaire” affidavit within thirty (30) calendar days after any changes to the responses previously provided, if such change would affect contractor’s fitness and ability to continue performing the contract.

5.18 Living Wage Ordinance

Submittal of a response to this Request for Proposal stipulates and confirms that the undersigned (Proposer) agrees to comply with the applicable provisions of the Service Contract Workers Retention Ordinance (Section 10.36) and Living Wage Ordinance (Section 10.37) of the Los Angeles Administrative Code. (SCWRO/LWO).

SCWRO/LWO forms must be completed by the successful proposer, only. Refer to instructions attached in **Appendix G**.

5.19 Child Support Policy

In accordance with the City of Los Angeles Ordinance No. 172401, the Department requires all contractors and subcontractors performing work for the Department to comply with all reporting requirements and wage earning assignments relative to court ordered child support.

All bidders and proposers are required to complete the Certification of Compliance with Child Support Obligations, **Appendix H**. Failure to return the completed certification as part of the bid or proposal may result in the bid or proposal being deemed non-responsive to these specifications.

5.20 Insurance Requirements

Describe the Contractor’s ability to comply with the Insurance Requirements presented in Section 9.0 of this document.

5.21 Los Angeles City Tax Registration Certificate

Provide the Contractor’s Business Tax Registration Certificate or Business Tax Exemption Number. Policy regarding Business Tax Registration is presented in **Appendix K**.

5.22 Taxpayer Identification Number

Provide the proposer’s Taxpayer Identification Number on Form W-9. Policy regarding Tax ID is presented in **Appendix L**.

5.23 Background Check Certification Requirement

Submittal of a response to this Request for Proposal stipulates and confirms that the undersigned (Contractor) agrees to comply with the provisions detailed in Section 3.8, Background Check Certification Requirement.

None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the Contractor's failure to comply with this section.

Performance to adhere to this requirement shall apply to the successful Contractor and all its known subcontractors only.

5.24 Bidder Contributions and Fundraising Limits

Persons who submit a response to this solicitation (proposers) are subject to Charter section 470(c)(12) and related ordinances. As a result, proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

As part of their proposal to the Department, proposers shall complete, sign, and submit the City Ethics Commission's "CEC Form 50" (1 page) and "CEC Form 55" (3 pages) affidavits (provided in **Appendix M**). The affidavits require proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed "CEC Form 50" and "CEC Form 55" affidavits shall be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

5.25 Local Business Preference Program

5.25.1 General

This contract is subject to the applicable provisions of the Local Business Preference Program (LBPP) Ordinance No. 181910, Division 10, Chapter 1, Article 21 of the Los Angeles Administrative Code.

The Department is committed to maximizing opportunities for Local Businesses, as well as encouraging Local Businesses to locate and operate in the Los Angeles area. It is the policy of the City and the Department to reduce local unemployment, stimulate the expansion and retention of local jobs, and create sustainable local economic development.

The Department will implement the LBPP in all competitively advertised bids involving expenditures in excess of \$150,000 except for:

- A. Contracts that are State or Federal funded, including contracts in which funding regulations prohibit the Department from implementing the LBPP.
- B. Contracts where full and open competition is limited because of a sole source or single source vendor, provider, or supplier.
- C. Contracts where the Department determines at any time before the award of the contract that it is not in its best interest to grant a Proposal preference.

The City of Los Angeles, Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (BCA/OCC) is the Designated Administrative Agency (DAA) for the LBPP. The DAA will determine whether a business qualifies as a Local Business, a Provisionally Qualified Local Business, or a Local Subcontractor. The DAA may also audit or monitor contractors and subcontractors for compliance with the provisions of the Ordinance and conduct investigations of claimed violations.

5.25.2 Participation Criteria for the Local Business Preference Program

To be eligible for participation in the LBPP, the BCA/OCC requires a prospective proposer to register and apply for certification as a Local Business prior to the proposal deadline by submitting an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. An affidavit form is available for download on the LABAVN website. The "Local Business Certification - Affidavit of Eligibility" form is available for download on the LABAVN website at <http://www.labavn.org>. For more information, the proposer shall e-mail the LABAVN office at ITA.BAVN@lacity.org or call the City of Los Angeles, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2641 or (213)847-2648.

Determination of qualification as a Local Business by any other entities, other than the BCA/OCC, or by any other means other than submission of an affidavit on the LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received.

5.25.3 Definitions

For the application of the LBPP, the following terms shall have the following meanings:

- A. **Contract:** A written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction services.
- B. **Designated Administrative Agency (DAA):** The City of Los Angeles, Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (BCA/OCC).
- C. **Local Business:** A business entity that is in compliance with all applicable licensing and tax laws of the City of Los Angeles and the County of Los

Angeles. To qualify as a Local Business, a business entity shall also satisfy one of the following criteria:

- (1) At least 50 of its full-time employees perform work within the boundaries of the County of Los Angeles at least 60 percent of their total regular hours worked on an annual basis; or
- (2) At least half of its full-time employees work within the boundaries of the County of Los Angeles at a minimum of 60 percent of their total regular hours worked on an annual basis; or
- (3) It is headquartered in the County of Los Angeles. Headquartered means that the business physically conducts and manages all of its operations from a location within the County of Los Angeles.

D. **Local Subcontractor:** A subcontractor that meets the same qualifications as a Local Business.

E. **Provisionally Qualified Local Business:** A business entity that is yet to establish operations within the County of Los Angeles and is undertaking imminent steps to qualify as a Local Business. For a business entity to be considered as a Provisionally Qualified Local Business, the following criteria have to be satisfied:

- (1) The proposed contract between the business entity and the Department involves an agreement valued at no less than \$1,000,000 and has a term of no less than 3 years.
- (2) The business entity can demonstrate that it is party to an enforceable, contractual right to occupy commercial space within the County of Los Angeles and its occupancy will commence no later than 60 calendar days after the date on which the contract with the Department is executed.
- (3) The business entity can demonstrate proof of ability to qualify as a Local Business by submitting a business plan or other evidence deemed sufficient by the DAA.
- (4) The business entity can demonstrate that it will meet the same qualifications as a Local Business before the commencement of the contract.

5.25.4 Application of the Local Business Preference

A proposer that participates in the LBPP by qualifying as a Local Business shall receive an 8 percent proposal preference. The preference is applied in the form of additional points such that the Final Score of the Proposal submitted by a Local Business is increased by 8 percent and the result will be deemed as the Evaluated Score of the Proposal.

$$\text{Evaluated Score of Proposal} = \text{Final Score of Proposal} + (0.08 \times \text{Final Score of Proposal})$$

5.25.5 Application of the Local Subcontractor Preference

When a proposer is not qualified as a Local Business and it identifies a qualifying Local Subcontractor to perform work under the contract, the proposer shall receive a preference of up to 5 percent on its Proposal based on the following criterion:

The Final Score of the Proposal will be increased by 1 percent, up to a maximum of 5 percent, for every 10 percent of the total cost of the proposed work under the contract to be performed by a Local Subcontractor or Local Subcontractors, provided that each Local Subcontractor, the work of the Local Subcontractor, and the cost of the work of the Local Subcontractor are specified clearly in the Proposal.

5.25.6 Additional Requirements

- A. A Provisionally Qualified Local Business that participates in the LBPP by qualifying as a Local Business will receive an 8 percent preference. To participate as a Provisionally Qualified Local Business, the proposer shall download, complete, and submit a “Provisionally Qualified Local Business – Affidavit of Eligibility” form as part of its proposal submittal. The form is available for download at the City of Los Angeles, Bureau of Contract Administration’s website located at:

http://bca.lacity.org/site/pdf/general/PQLBP_Affidavit.pdf

Once a Provisionally Qualified Business is notified by the Department of its intent to award the contract, the Provisionally Qualified Local Business shall submit the following supporting documents to the Department within 30 calendar days.

- (1) Proof of occupancy or an enforceable right to occupy commercial space within the County of Los Angeles commencing no later than 60 calendar days after the date on which the contract with the Department is executed.
- (2) A business plan or other evidence to demonstrate proof of ability to qualify as a Local Business.

If the foregoing documents are not received by the Department within 30 calendar days of notification, the intent to award the contract to the Provisionally Qualified Business will be rescinded.

In addition, a Provisionally Qualified Local Business shall lose its status if it fails to fully qualify as a Local Business. Loss of status as a Provisionally Qualified Local Business is permanent; such closure forbids a business entity

from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on City and Department Contracts.

- B. Preferences will be awarded to service contracts only if the services are provided directly by a Local Business or the Local Subcontractor is using employees whose exclusive and primary working location is in the County of Los Angeles.
- C. Preferences will be awarded for equipment, goods or materials contracts only if the Local Business or the Local Subcontractor:
 - (1) Acts as a Supplier or Dealer where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles; or
 - (2) Designs, manufactures, or assembles the equipment, goods or materials where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles.
- D. As a result of an audit or upon receipt of information believed by the Department or the DAA to be reliable that the Local Business no longer qualifies as a Local Business for more than 60 calendar days during the entire term of the Contract, the Department will withhold or recover funds from the Contractor in an amount that represents the total value of the proposal preference.
- E. As a result of an audit or upon receipt of information believed by the Department or the DAA to be reliable that the Local Subcontractor(s) no longer qualifies as a Local Business, providing the basis for a Local Subcontractor Preference and the Prime Contractor fails to replace the Subcontractor(s) with another Local Subcontractor(s) within 60 calendar days of notification, the Department will withhold or recover funds from the Contractor in an amount that represents the total value of the proposal preference.
- F. The maximum proposal preference for all qualifying Local Businesses, Local Subcontractor(s), and Provisionally Qualified Local Businesses shall not exceed \$1,000,000 for any Proposal.
- G. A proposal preference does not aim to reduce or alter the contract amount. It shall be utilized solely for the purpose of evaluation and selection.
- H. In the event where a Proposer is registered on the LABAVN system to be certified as a Local Business prior to the proposal closing date and time and a determination is made by the DAA after the proposal deadline that the proposer is not qualified as a Local Business, the proposer will be eligible for a Local Subcontractor Preference of up to 5 percent, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.

5.25.7 Reporting Violations and Protests

Proposers interested in reporting any violation of the LBPP provisions or submit protests in relation to the LBPP shall contact the:

CITY OF LOS ANGELES
BUREAU OF CONTRACT ADMINISTRATION
OFFICE OF CONTRACT COMPLIANCE
1149 S. BROADWAY STREET, SUITE 300
LOS ANGELES, CA 90015
E-Mail: bca.biphelp@lacity.org

5.25.8 Registration

- A. If eligible, the proposer shall register on the LABAVN system to certify as a Local Business to qualify for an 8 percent Local Business preference.
- B. If the proposer is not eligible to register as a Local Business, the proposer is encouraged to maximize its Local Subcontractor participation to qualify for a Local Subcontractor preference of up to 5 percent. Each Local Subcontractor shall register on the LABAVN system to certify as a Local Business.

5.25.9 Documentation

Proposers that are eligible for a proposal preference in accordance with the LBPP Ordinance shall provide all required information in **Appendix N**, Local Business Preference Program Documentation of this RFP.

If no information is provided in **Appendix N**, Local Business Preference Program Documentation of this RFP, it will be assumed that the proposer or any of its subcontractors are not registered as a Local Business on the LABAVN system and the proposer is not a Provisionally Qualified Local Business.

5.25.10 First Source Hiring Program

Pursuant to Resolution No. 012 167 adopted by Board of Water and Power Commissioners on February 7, 2012, the Department requires contractors (including subcontractors) performing work on applicable contracts to abide by the provisions of the First Source Hiring Program (FSHP). The program grants targeted applicants first access to jobs resulting from LADWP contracts while providing affected contractors prompt and cost-free referrals of qualified applicants. FSHP applies only to non-trade positions and to jobs for which the hiring procedures are not subject to collective bargaining agreements which conflict with the Program.

Responders to this Request for Proposal are required to complete, sign and return the FSHP Pledge of Compliance included in **Appendix F**. Proposals submitted without the completed and signed Pledge may be deemed non-responsive and disqualified from further consideration.

5.26 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the LADWP for goods and services estimated at one million dollars (\$1,000,000) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" (1 Page) provided in Appendix S.

5.27 Non-Discrimination and Equal Employment Practices

The proposer shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap. The proposer shall complete, sign, and submit to the Department the "Non-Discrimination and Equal Employment Practices" (2 pages) affidavit set forth in **Appendix C** of this RFP as a part of its written proposal responding to the RFP.

6.0 Task Management System

The Department's Task Management System is a means to contract for a specific service when the exact work product is not known at the initiation of the contract. Rates quoted in the proposal are used as the basis for establishing the compensation for the tasks requested.

Any contract awarded as a result of this RFP will be administered and managed using the Department's Task Management System with compensation for a task being calculated and established on a time-and-material or fixed-price basis. Upon acceptance of a task letter, the Contractor agrees to provide the deliverable(s) required by letter within the cost and schedule estimates included in the task letter. See **Appendix Q, Article V**.

7.0 Contract Period

The term of the contract to be awarded pursuant to this RFP is estimated to be thirty-three (33) months.

8.0 Conditions for Submitted Proposal

8.1 Interpretations and Addenda

Should a bidder find discrepancies or omissions in the RFP or other documents, or should there be doubt as to their true meaning, the bidder shall submit such requests electronically using the eRSP system for an interpretation or clarification thereof. A request for addenda, interpretation, or clarification shall be received by the LADWP in time to permit an electronic response before the date and time of bid opening. Any interpretation of or change in the documents will be made only by addendum issued electronically using the eRSP system and shall become a part of any contract awarded. The LADWP will not be responsible for any other explanation or interpretations. Questions must be received no later than December 6, 2012.

8.2 Responsiveness

The detailed requirements set forth in Section 5 are mandatory. Failure by a proposer to respond to a specific requirement may result in disqualification.

8.3 Right to Reject Proposals

The Department reserves the right to reject any or all proposals.

8.4 Incurring Costs

The Department is not liable for any costs incurred by proposers in responding to this RFP. Any and all costs incurred responding to this RFP, including interviews or other related activity, shall be borne by the Proposer.

8.5 Public Records

All documents submitted in response to the specifications will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, *California Government Code* §§ 6250, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal nonresponsive and will be rejected. The Department will not provide advice as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary."

The Department is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the Department or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to the Department in compliance with the California Public Records Act.

The bidder shall agree to reimburse the Department for, and to indemnify, defend and hold harmless the Department, its Board, officers, representatives, assigns, successors, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to the Department's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, the Department may request that the bidder directly defend any action for disclosure of any information marked "Trade Secret," "Confidential," "Proprietary," or otherwise.

8.6 Discussions

The Department may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with *[indicate which of the following three you*

want:] all proposers) (those proposers within a competitive range) (the highest-rated proposer). Proposals should be submitted on the most favorable terms the proposer can provide.

8.7 Award

The Department reserves the right to award one or more contracts anytime after receipt of proposals, based on the original proposal submitted as if no negotiations had taken place.

8.8 Council Review

Any action taken by the Board will be subject to review by the Los Angeles City Council and an award of contract will not be final until such review process has been completed. The successful bidder will be notified, in writing, when such review process has been completed, and of the award date of the contract. No payment can be made for action taken or work started prior to the award date of the contract and execution of bonds and insurance if applicable.

8.9 Protest Policy

Refer to **Appendix P** of this RFP for LADWP's Protest Policy and Procedures regarding the protest of award of the Agreement.

9.0 Standard Contract Provisions

At the conclusion of the evaluation process, negotiations between the Department and the successful bidder(s) for a contract will proceed. In order to ensure the negotiations are successfully completed within an appropriate time frame, the Draft Legal Agreement is presented in **Appendix Q**. This draft includes Standard Terms and Conditions that will be made part of the final contract including City/LADWP required socioeconomic programs and requirements.

10.0 Insurance Requirements

Insurance – General Statement

It is the policy of Los Angeles Department of Water and Power (LADWP) that upon the award of a contract, the selected Bidder/Proposer/Vendor must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal/agreement. Insurance requirements are explained in detail in the following language and "Contract Insurance Requirements" sheet, which specifically outlines the types and amounts of coverage required for this project. For your information and use, "Special Endorsement Forms", "Guidance for Submitting Evidence of Insurance" and information on our insurance program for small vendors are available on our website.

When and if you are awarded a contract/agreement, acceptable evidence of required insurance, from insurers acceptable to the Department, will be required to be submitted within 30-days of the date of award and maintained current throughout the term of the contract. Said evidence of insurance must be on file with the Risk Management Section

in order to receive payment under any contract for services rendered, and in order to commence work under your contract.

Insurance – Applicable Terms and Conditions

10.1 Additional Insured Status Required

Contractor/Vendor 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 on the attached Contract Insurance Requirements page. 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 Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Contractor's/Vendor's acts or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor/Vendor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor/Vendor assumed under the contract.

10.2 Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and 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 Liability 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."

10.3 Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the acts or omissions of Contractor/Vendor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor/Vendor. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the Contractor's/Vendor's insurance is primary for all purposes despite any conflicting provision in the Contractor's/Vendor's policies to the contrary.

10.4 Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Contractor/Vendor in its operations.

10.5 Proof of Insurance for Renewal or Extension Required

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

10.6 Submission of Acceptable Proof of Insurance and Notice of Cancellation

Contractor shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with the Department prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department of Water and Power, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

10.7 Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor/Vendor shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

10.8 Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the agreement.

10.9 Sub-Contractor Compliance

The Contractor/Vendor shall be responsible for all sub-contractors'/sub-vendors' compliance with the insurance requirements.

10.10 Periodic Right to Review/Update Insurance Requirements

The Department and Contractor/Vendor agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Contractor/Vendor to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

10.11 Specific Insurance Requirements

See **Appendix R**, "Contract Insurance Requirements."

10.12 Indemnification

Indemnification for Design Professionals Relating to Construction Contracts Relative to California Civil Code Section 2782

Except for the sole negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify and hold harmless the Department, the City of Los Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to negligence, recklessness or willful misconduct of the Consultant, or negligent non-performance, or negligent breach of this Agreement, including but not limited to any such negligent act, error or omission or recklessness, or willful misconduct by or of the Consultant or Consultant's officers, employees, agents or subconsultants of any tier, that results in death or injury to any person, or damage or destruction to property of any kind, or loss of use (hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

10.13 Indemnification for Non-Design Professionals

Except for the gross negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify and hold harmless the Department, the City of Los Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or

nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to performance, non-performance or breach of this Agreement, or willful misconduct or any other act, error or omission by or of the Consultant or Consultant's officers, employees, agents or subconsultants of any tier, including but not limited to any such act, error or omission or willful misconduct that results in death or injury to any person, including but not limited to Consultant, Consultant's officers, employees, agents, and subconsultants of any tier, or damage or destruction to property of any kind, of either Party hereto, or of third Parties, or loss of use (hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part because they are violative of any law or public policy, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

APPENDIX A
BACKGROUND CHECK CERTIFICATION

Background Check Certification

1. The Contractor shall (1) perform the required background checks of all designated principals, employees and/or subcontractors of the Contractor; and (2) not assign principals, employees and/or subcontractors of the Contractor convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto (including, without limitation, the attachment entitled "Background Check Certification," if attached). Failure to perform either (1) or (2) above or any other requirement of this section shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination for breach of contract without opportunity to cure, and without liability on the part of LADWP."
2. Contractor agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Contractor was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.
Contractor is advised that submission of a false claim for payment to LADWP may subject Contractor to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 *et seq.*). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP. The following specific language in the invoices/bills is acceptable: "Contractor certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Contractor and LADWP) has been found."
3. None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the contractor's failure to comply with this section.

BACKGROUND CHECK CERTIFICATION

On behalf of _____ (name of vendor), _____ (name of company performing screening services) has performed background checks on the individuals named below. The background checks consisted of the following components:

1. **Social Security Number (SSN) Trace:**
 - a. Validates the SSN based on issuance data published by the Social Security Administration (not a work eligibility verification).
 - b. Provides independent address history going back at least 7 years; sources include multiple commercial databases, including header information from three credit bureaus.

2. **Expanded Criminal History Search (search for felony and misdemeanor records in all jurisdictions of known employment and residence in the past seven years (includes State, County, and Federal levels):**
 - a. Includes direct source searches (State, County, and Federal Courts) in all known jurisdictions where the subject has lived or worked in the past seven years. The entire Federal District Court level is automatically covered with the exception of four appeals courts.

3. **Auxiliary National Criminal Index (ANCI)**
 - a. Includes over 180 million felonies, misdemeanors, infractions, and sex offender records. Data sources from over 50 states, plus the District of Columbia, Puerto Rico, and Guam, consist of one or more of the following: County Court indexes, State Administrative and police repositories, State Department of Corrections, and sex offender registries.

4. **Office of Foreign Asset Control (OFAC) Watch List:**
 - a. A list of over 5,000 known terrorists, national drug traffickers, specially designated and block persons as identified by the OFAC, a Department of the United States (U.S.) Department of Treasury.
 - b. Based on U.S. foreign trade policy and national security goals, persons on the list should not be engaged in economic or commercial activities in the U.S.

NO DEROGATORY INFORMATION WAS FOUND ON THE FOLLOWING INDIVIDUALS:

Person Performing Screening Services Date

Executive Management of Company Date

Name of the Company

APPENDIX B
FEE SCHEDULE

APPENDIX C
NON-DISCRIMINATION AND
EQUAL EMPLOYMENT PRACTICES

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

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

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

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

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

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

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

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

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

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

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

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

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

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

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

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

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

COMPANY NAME

BAVN COMPANY ID

NAME AND TITLE (TYPE OR PRINT)

ADDRESS

AUTHORIZED SIGNATURE

CITY, COUNTY, STATE, ZIP

TELEPHONE/E-MAIL

APPENDIX D
AFFIRMATIVE ACTION PLAN

[if the contract is for Non-Construction services and is estimated at \$100,000]

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN NON-CONSTRUCTION CONTRACTOR

The LAAC provides that the requirements of the program shall, as far as practicable, be similar to those adopted in applicable Federal Executive Orders. Such requirements are codified in the Code of Federal Regulations, Title 41, Chapter 60 and Executive Order 11246.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the labor pools from which the contractor recruits and selects. Affirmative action programs contain a diagnostic component which includes a number of quantitative analyses designed to evaluate the composition of the workforce of the contractor and compare it to the composition of the relevant labor pools. Affirmative action programs also include action-oriented programs. If women and minorities are not being employed at a rate to be expected given their availability in the relevant labor pool, the contractor's affirmative action program includes specific practical steps designed to address this underutilization. Effective affirmative action programs also include internal auditing and reporting systems as a means of measuring the contractor's progress toward achieving the workforce that would be expected in the absence of discrimination.

An affirmative action program also ensures equal employment opportunity by institutionalizing the contractor's commitment to equality in every aspect of the employment process. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to evaluate the impact of those systems on women and minorities.

An affirmative action program is, thus, more than a paperwork exercise. An affirmative action program includes those policies, practices, and procedures that the contractor implements to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and every other term and privilege associated with employment. Affirmative action, ideally, is a part of the way the contractor regularly conducts its business.

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 **AFFIRMATIVE ACTION PROGRAM** provisions as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et. seq. of such contract:

Per LAAC Section 10.8.4(K)(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.

As provided by LAAC Section 10.8.4(K), this document sets forth the City of Los Angeles Affirmative Action Plan approved by the Office of Contract Compliance. In accordance with LAAC Section 10.8.4(M) the Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage.

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the Affirmative Action Plan shall also consist of the following:

1. 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.
 2. Notifying minority, women and other community organizations of employment opportunities.
 3. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 4. Encouraging present minority, women and other employees to refer their friends and relatives.
 5. Promoting after school and vacation employment opportunities for minority, women and other youth.
 6. Validating all job specifications, selection requirements, tests, etc.
 7. Maintaining a file of the names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
 8. 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 a nondiscriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
 - (d) 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 Officer; 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.

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

2. The contractor shall make a good faith effort with respect to apprenticeship and training programs 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.

3. 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.

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

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

COMPANY NAME

BAVN COMPANY ID

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE/E-MAIL

APPENDIX E
EQUAL BENEFITS ORDINANCE
COMPLIANCE AFFIDAVIT

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Your company must certify compliance with Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, Equal Benefits Ordinance (EBO), prior to the execution of a City agreement the value of which exceeds \$5,000.

SECTION 1. CONTACT INFORMATION

Project Name: _____ BAVN Company ID # _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

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

Approximate Number of Employees in the United States: _____

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

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and Rules and Regulations and have determined that compliance shall be effectuated as indicated below:

- I have previously contracted with the City of Los Angeles, been determined to be in compliance with the EBO, and have **NOT** altered my benefits programs as they relate to providing equal coverage to an employee’s spouse/domestic partner.
- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits in accordance with the City of Los Angeles EBO.
- I provide employees a “Cash Equivalent” in accordance with EBO Regulation #4.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA (Refer to Regulation #4).
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins (Date)_____.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

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

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

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

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

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN/TIN

APPENDIX F
PLEDGE OF COMPLIANCE WITH CONTRACTOR
RESPONSIBILITY AND RESPONSIBILITY
QUESTIONNAIRE

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contact Number

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
--------------------------------------------	---------------------	-------

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address	City	State	Zip
----------------	------	-------	-----

Contact Person, Title	Phone	Fax
-----------------------	-------	-----

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

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

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

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

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

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

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

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

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

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

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

Sole Proprietorship: Date started: ____/____/____

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

Joint Venture: Date formed: ____/____/____

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

C. OWNERSHIP AND NAME CHANGES

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

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

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

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

E. PERFORMANCE HISTORY

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

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

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

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

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

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

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes **No**

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

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
 Yes **No**

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

F. DISPUTES

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

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

(c) Employment-related litigation brought by an employee?

Yes **No**

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

Yes **No**

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

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes **No**

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

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes **No**

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

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

Yes **No**

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

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

Yes No

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

H. BUSINESS INTEGRITY

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

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

Yes No

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

Yes No

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

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

STATE ENTITIES

California's Department of Industrial Relations

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

California's Department of Justice

LOCAL ENTITIES

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

OTHERS

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

APPENDIX G
LIVING WAGE ORDINANCE

LIVING WAGE FORMS CHECKLIST

To be completed by Contractors

- ✓ LW 6 - Employee Information Form
 - *Due within 30 days of contract execution.*
- ✓ LW 18 - Subcontractor Information Form
 - *Due within 30 days of contract execution.*
- ✓ LW 10 - OCC Exemption Application (if applicable)
 - *To be submitted along with bid or proposal.*
- ✓ LW 13 - Departmental Exemption Application (if applicable)
 - *To be submitted along with bid or proposal.*
- ✓ LW 26 - Small Business Exemption Application - English (if applicable)
- ✓ LW 26A - Small Business Exemption Application - Spanish (if applicable)
 - *To be submitted along with bid or proposal.*

To be completed by Subcontractors

- ✓ LW 5 - Subcontractor Declaration of Compliance (if applicable)
 - *Due within 90 days of the execution of the subcontract.*

To be completed by Contract Administrators

- ✓ Contract Summary Sheet
- ✓ LW 1 - Departmental Determination Form
 - *To be submitted to OCC after the contract execution..*
- ✓ LW 13 - Departmental Exemption Application
 - *Bottom portion to be signed prior to returning forms to SCS Contract Compliance Section*

Living Wage Ordinance and Service Contractor Worker Retention Ordinance

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

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

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

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

6. Are all employees covered by the Ordinance?

Intentionally left blank 8/18/06

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$454, 016 (effective July 1, 2010). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

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

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

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

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

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

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g))**: Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f))**: Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

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

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$454,016 (adjusted July 1, 2010). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2012 a wage of at least **\$10.70 per hour with health benefits** of \$1.25 per hour, or **\$11.95 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. ****Do you provide health benefits** (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.

I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

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

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

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title

Phone #

Date

AWARDING DEPARTMENT USE ONLY:

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

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFORMATION

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

SECTION II: SUBCONTRACTOR INFORMATION

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

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

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

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

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

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

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

- | | |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) Employee Information Form | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 2) Subcontractor Information Form | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |

SECTION V: SIGNATURE

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

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

AWARDING DEPARTMENT USE ONLY:

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

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

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

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

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

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

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

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

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

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

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

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

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

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

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

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

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

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

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

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

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

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

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

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

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

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

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

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

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

AWARDING DEPARTMENT USE ONLY:

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

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

EXEMPTION THAT REQUIRES OCC APPROVAL

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

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor:

4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____

SECTION I: BUSINESS INFORMATION

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

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. Effective July 1, 2011, my gross annual revenues for all of my businesses are less than \$459,464 for the 2010 calendar year.	ATTACH 2010 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and effective July 1, 2011, my gross annual revenues from all my business(es) on City premises are less than \$459,464 for the 2010 calendar year.	ATTACH 2010 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

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

If you checked off **ANY** boxes in PART A, continue to Section II.

SECTION II: EMPLOYEE INFORMATION

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

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

If you **DID NOT** check off **ANY** boxes in PART C, your company IS **NOT ELIGIBLE FOR AN EXEMPTION.**

If you checked off **ANY** box in PART C, **ATTACH** supporting documentation, **SIGN**, AND **SUBMIT EXEMPTION FORM.**

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

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____ Phone # _____

Date _____

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

AWARDDING DEPARTMENT USE ONLY:

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

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By OCC Analyst: _____ Date: _____

LWO – OCC SMALL BUSINESS EXEMPTION EMPLOYEE WORKSHEET

EXEMPTION THAT REQUIRES OCC APPROVAL TO BE VALID

This worksheet must be completed for **EACH** company or business for which you have a controlling interest, **whether or not it is on City premises**. You may **COPY THIS FORM** as necessary for **EACH** company. Include the names of **ALL PERSONS** employed by **EACH** company, and the number of hours worked each month for the current year. **ATTACH this form(s) to LW-26A.**

1. Company Name: _____ Company Phone: _____

2. Company Address: _____

3. Enter # of Hours worked:

EMPLOYEE NAME	HOURS WORKED												TOTAL	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		

4. TOTAL HOURS

5. Check each box indicating which nine (9) months you would like be reviewed:

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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6a. TOTAL HOURS for the nine (9) months selected in 5 above : _____ 6b. DIVIDE 6a by 9: _____ 6c. Is 6b less than 1,214? YES NO

7. If 6c is NO, then this contract IS **NOT ELIGIBLE FOR AN EXEMPTION.** If 6c is YES, **SIGN** and **ATTACH** this form to LW-26A.

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date

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

LWO – APLICACION PARA EXENCION DEL SUELDO DIGNO PARA NEGOCIOS PEQUEÑOS

ESTA APLICACIÓN REQUIERE LA APROBACIÓN DE OCC PARA SER VÁLIDA

Esta aplicación de exención es para los arrendatarios y los concesionarios solamente y debe ser sometida junto con su oferta o propuesta al DEPARTAMENTO QUE CONCEDE. Si es aprobada, la exención terminará dos años después de la fecha aprobada, pero puede ser renovada en incrementos de dos años al cumplir con los requisitos. **DOCUMENTOS INCOMPLETOS NO SERÁN ACEPTADOS.**

El código administrativo 10.37, la Ordenanza del Sueldo Digno (LWO) de Los Ángeles, requiere que todos los contratistas de la ciudad (incluyendo contratistas de servicio, los subcontratistas, los recipientes de ayuda económica, los arrendatarios, los concesionarios, los subarrendatarios y los subconcesionarios) cumplan con el LWO a menos que una exención se aplique.

PARA SER COMPLETADO POR EL CONTRATISTA:	
1. Nombre de Compañía: _____ Teléfono: _____	
2. Dirección de Compañía: _____	
3. ¿Es usted subcontratista? <input type="checkbox"/> Sí <input type="checkbox"/> No Si es, indique el nombre del contratista principal: _____	
4. INDIQUE el número total de negocios que usted tiene (dentro y fuera de establecimientos de la Ciudad de Los Ángeles): _____	
5. INDIQUE el número total de negocios que usted tiene solamente en establecimientos de la Ciudad de Los Ángeles: _____	
SECCIÓN I: INFORMACIÓN DEL NEGOCIO	
MARQUE UNA CAJA EN LA PARTE A QUE DESCRIBE MEJOR SU NEGOCIO Y ADJUNTE LA DOCUMENTACIÓN ENUMERADA EN LA PARTE B:	
PARTE A	PARTE B: DOCUMENTACIÓN JUSTIFICATIVA REQUERIDA
<input type="checkbox"/> Yo soy arrendatario o poseedor de licencia empenzando mi primer año de operar como un negocio.	Ningunos requeridos.
<input type="checkbox"/> Yo tengo otros negocios, pero es mi primer año operando en propiedades de la Ciudad. Mis ingresos brutos para todos mis negocios fueron menos de \$459,464 (ajustado el 1 de julio 2011) por el año 2010.	Adjunte las declaraciones de impuestos del IRS del año 2010 que enumeran los réditos brutos de TODOS sus negocios.
<input type="checkbox"/> Yo tengo un negocio o negocios en establecimientos de la Ciudad de los Angeles, y mis ingresos brutos por todos mis negocios en propiedades de la Ciudad fueron menos de \$459,464 (hasta el 1 de julio de 2011) para el año 2010.	Adjunte las declaraciones de impuestos del IRS del año 2010 que enumeran los réditos brutos de TODOS sus negocios en establecimientos de la Ciudad de Los Angeles.
Si usted no marcó NINGUNA caja en la PARTE A, su compañía NO ES ELEGIBLE PARA UNA EXENCIÓN. Si usted marcó ALGUNAS cajas en la PARTE A, continúe a la sección II.	
SECCIÓN II: INFORMACIÓN DEL EMPLEADO	
MARQUE CUALQUIER CAJA EN LA PARTE C QUE DESCRIBA MEJOR SU NEGOCIO Y ADJUNTE LA DOCUMENTACIÓN ENUMERADA EN LA PARTE D:	
PARTE C	PARTE D: DOCUMENTACIÓN JUSTIFICATIVA REQUERIDA
<input type="checkbox"/> Tengo MENOS de siete (7) empleados en la compañía entera (dentro Y fuera de las premisas de Los Angeles).	Someta la forma OCC/LW-26B. La información reportada en le Reporte de Horas Trabajadas puede requerir, posteriormente, la verificación a través de expedientes sobre las nóminas de pago a los empleados.
<input type="checkbox"/> La empleados de mi compañía trabajaron un promedio de no más de 1.214 horas por mes por un periodo menos tres cuartos del año.	Nóminas de pago por los nueve (9) meses que usted desea que sean evaluados.
Si usted no marcó NINGUNA caja en la PARTE C, su compañía NO ES ELEGIBLE PARA UNA EXENCIÓN. Si usted marcó ALGUNA caja en la PARTE C, adjunte la documentación necesaria, FIRME, Y ENTREGUE ESTA APLICACIÓN DE EXENCIÓN.	
Firmando, el contratista certifica bajo pena de perjurio bajo las leyes del estado de California que la información que presenta en esta aplicación es verídica y correcta con el mayor conocimiento del contratista.	
Nombre _____	Firma _____
Título: _____	Teléfono _____
	Fecha _____
CUALQUIER APROBACIÓN DE ESTA APLICACIÓN EXENTA SOLAMENTE AL CONTRATISTA MENCIONADO DE LOS REQUESITOS DEL LWO DURANTE EL RENDIMIENTO DE ESTE CONTRATO. UN SUBCONTRATISTA QUE PROPOCIONA TRABAJO SOBRE ESTE CONTRATO NO ES EXENTO A MENOS QUE LA OFICINA DE LA CONFORMIDAD DE CONTRATOS HAYA APROBADO UNA EXENCIÓN SEPARADA PARA EL SUBCONTRATISTA INDIVIDUAL.	
PARA USO DEL DEPARTAMENTO DE CONCESIONES SOLAMENTE:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
PARA LA OFICINA OCC SOLAMENTE	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

LWO – EXENCIÓN DE EMPRESAS PEQUEÑAS – REPORTE DE HORAS TRABAJADAS

ESTA APPLICACIÓN DE EXENCIÓN REQUIERE LA APROBACIÓN DE OCC PARA SER VÁLIDA

Este formulario debe de ser completado por cada compañía o negocio en la cual Ud. tiene intereses, aunque no esté en propiedad de la Ciudad. Usted puede **COPIAR ESTA FORMA** cuanto sea necesario para **CADA** compañía. Incluya los nombres de todas las personas empleadas por cada compañía, y el número de horas trabajadas por cada mes de este año. **ADJUNTE** este reporte a la forma LW-26A.

1. Nombre de Compañía: _____ Teléfono: _____

2. Dirección de Compañía: _____

3. Entre # de las horas trabajadas:

HORAS TRABAJADAS

NOMBRE(S) DE EMPLEADO(S)	Enero	Febrero	Marzo	Abril	Mayo	Junio	Julio	Agosto	Septiembre	Octubre	Noviembre	Diciembre	TOTAL

4. HORAS TOTALES

5. Marque cada caja indicando cuales nueve (9) meses usted desea sean evaluados:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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6a. HORAS TOTALES por los nueve (9) meses seleccionados en 5 arriba: _____ 6b. DIVIDA 6a por 9: _____ 6c. ¿Es 6b menos de 1.214? SÍ NO

7. Si contesto "NO" en 6c, entonces este contrato NO ES ELEGIBLE PARA UNA EXENCIÓN. Si contestor "SI" en 6c, FIRME y ADJUNTE este reporte a la forma LW-26A

Yo certifico bajo pena de perjurio que esta información es veridica y correcta. Proveeré más documentos y pruebas siempre y cuando sean solicitadas. Entiendo que al proveer información falsa puede resultar en la revocación de la exención aprobada.

Nombre (en letra de molde) de la persona que complete esta forma

Título

Teléfono

Firma

Fecha

CUALQUIER APROBACIÓN DE ESTA APPLICACIÓN EXENTA SOLAMENTE AL CONTRATISTA MENCIONADO DE LOS REQUISITOS DEL LWO DURANTE EL RENDIMIENTO DE ESTE CONTRATO. UN SUBCONTRATISTA QUE PROPOCIONA TRABAJO SOBRE ESTE CONTRATO NO ES EXENTO A MENOS QUE LA OFICINA DE LA CONFORMIDAD DE CONTRATOS HAYA APROBADO UNA EXENCIÓN SEPARADA PARA EL SUBCONTRATISTA INDIVIDUAL.

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

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

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

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

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

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCWRO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

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

- As of July 1, 2011 a wage of at least **\$10.42 per hour with health benefits** of \$1.25 per hour, or **\$11.67 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

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

LWO – DEPARTMENTAL DETERMINATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the **AWARDING DEPARTMENT** and submitted to the Office of Contract Compliance **AFTER THE CONTRACT HAS BEEN EXECUTED**. **INCOMPLETE SUBMISSIONS WILL BE RETURNED**. Please refer to the endnotes for more details.

AWARDING DEPARTMENT INFO				
Dept: _____		Contract Administrator: _____		
Contact Phone: _____		MS# _____		
CONTRACT INFO				
Contractor Name: _____		Contract # _____		
Contractor Address: _____		City: _____ State: _____ Zip: _____		
Project/Contract Name: _____				
Purpose of Contract: _____				
Contract Amount: \$ _____		Term: Start Date ____/____/____ End Date ____/____/____		
SECTION I: DETERMINING APPLICABILITY TO LWO				
1	Check off ONE box that best describes the contract, then Continue to #2: This is a <input type="checkbox"/> New Contract <input type="checkbox"/> Contract Amndmt #			
2	If you checked off "New Contract" above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.			
3	If you checked off "Contract Amendment" Please answer the following questions about the original contract:			
	a Was the original contract subject to the LWO?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	b Was the original contract approved for an exemption?	<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received: _____		
4	If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC . If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.			
5	Check off ONE box in Parts A, B, C or D below that best describes the contract, then Continue to #6 :			
These are contracts NOT SUBJECT, NOT APPLICABLE to LWO:		These contracts MAY or MAY NOT BE SUBJECT, or MAY or MAY NOT BE APPLICABLE to LWO:		
PART A		PART B	PART C	PART D
<input type="checkbox"/>	Service contract that is less than 3 months OR \$25,000 or less ¹	<input type="checkbox"/>	Service contract that is at least 3 months AND over \$25,000.	<input type="checkbox"/>
<input type="checkbox"/>	Other governmental entity ²			<input type="checkbox"/>
<input type="checkbox"/>	Purchase or rental of goods, equipment, property ³			<input type="checkbox"/>
<input type="checkbox"/>	Construction contract ⁴			<input type="checkbox"/>
<input type="checkbox"/>	Funded by Business Improvement District (BID) assessment money ⁵			<input type="checkbox"/>
<input type="checkbox"/>	Financial assistance is below both LWO CFAR thresholds . ⁶ <small>(a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).</small>			<input type="checkbox"/>
6	If you checked off any box in Part A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC .			
7	If you checked off a box in Part B or C, SKIP TO #9 .			
8	If you checked off the box in Part D, SKIP TO #13 .			
9	If you have a service contract, answer questions a, c and d ONLY, then Continue to #10 . If you have a public lease/license, answer questions b, c and d ONLY, then Continue to #10 .		YES	NO
	a	Are some of the services rendered by employees whose work site is on property owned by the City?	<input type="checkbox"/>	<input type="checkbox"/>
	b	Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)?	<input type="checkbox"/>	<input type="checkbox"/>
	c	Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?	<input type="checkbox"/>	<input type="checkbox"/>
	d	Has the DAA determined in writing that coverage would further the proprietary interests of the City?	<input type="checkbox"/>	<input type="checkbox"/>
10	If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II . Otherwise, continue to #11.			
11	You DID NOT check off ANY boxes in the YES column. This contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm, then Continue to #12.			
12	Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC . If NO, Continue onto SECTION IV .			
13	Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14 .		YES	NO
	a	Does the agreement intend to promote economic development?	<input type="checkbox"/>	<input type="checkbox"/>
14	If you checked off NO this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC . Otherwise, Continue to Question #15 .			
15	Answer the following questions to determine whether the CFAR is subject to the LWO:		YES	NO
	a	Is the Financial Assistance given in a 12-month period and above \$1 Million?	<input type="checkbox"/>	<input type="checkbox"/>
	b	Is the Financial Assistance \$100,000 or more on a continuing basis?	<input type="checkbox"/>	<input type="checkbox"/>
16	If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II . Otherwise, this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC .			

SECTION II: CONTRACTS APPLICABLE/SUBJECT TO THE LWO				
1	Your contract is applicable/subject to the LWO. However, it may be eligible for an exemption. Check off ONE box in Parts A, B, or C that best describes the contract that MAY be eligible for an exemption, then Continue to the stated part in the corresponding right column found in SECTION III.			
PART A	PART B	PART C		
SERVICE CONTRACTS ONLY	PUBLIC LEASES OR LICENSES ONLY	CITY FINANCIAL ASSISTANCE RECIPIENTS ONLY		
<input type="checkbox"/> One-person contractor ⁸ D	<input type="checkbox"/> Collective bargaining agreement w/ supersession language ¹³ B	<input type="checkbox"/> Collective bargaining agreement w/ supersession language ¹⁵ B		
<input type="checkbox"/> 501(c)(3) non-profit organization ⁹ D	<input type="checkbox"/> Small Business ¹⁴ C	<input type="checkbox"/> 501(c)(3) non-profit organization ¹⁶ D		
<input type="checkbox"/> Grant-Funded Services ¹⁰ A		PART C - Continued		
<input type="checkbox"/> Occupational license required ¹¹ B		If you did not check off any boxes above, continue to answer the following questions:		YES
<input type="checkbox"/> Collective bargaining agreement with LWO supersession language ¹² B				NO
		a	Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? ¹⁷	<input type="checkbox"/>
		b	Is the contractor a CFAR with less than five (5) employees? ¹⁸	<input type="checkbox"/>
		c	Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? ¹⁹	<input type="checkbox"/>
		d	Does the contractor have employees who spend less half of their time on the City funded project or the employees of its service contractor? ²⁰	<input type="checkbox"/>
2	If you did NOT check off any box above in Part A or Part B, this contract IS NOT eligible for an exemption. Continue onto SECTION IV.		If ANY boxes are checked YES , Continue onto SECTION III-A.	
			If you checked off NO to ALL boxes, Continue onto SECTION IV.	

**SECTION III:
CONTRACTS NOT SUBJECT / CONTRACTS ELIGIBLE FOR EXEMPTIONS**

1 Your contract MAY be eligible for an exemption that may be requested by your Department OR the Contractor PRIOR TO CONTRACT EXECUTION as indicated below:

TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY – REQUIRES OCC APPROVAL

Fill out the form in the right-hand column below, send it to OCC for final approval (DO NOT send LW-1), and then **Continue to #2** in this Section.

A	Grant Funded Services CFAR	LW 10 – OCC Exemption Form ONLY http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
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TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES OCC APPROVAL

Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once the form is complete, send it to OCC for final approval (DO NOT send LW-1), and then **Continue to #2** in this Section.

B	Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form AND LW 18 – Subcontractor Information Form (SIF) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
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C	Small Business	LW 26 – OCC Small Business Exemption Form (English) OR LW 26 – OCC Small Business Exemption Form (Spanish): http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
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TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES AWARDING DEPARTMENT APPROVAL

Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once an approval/non-approval has been made by your department, **Continue to #2** in this Section.

D	One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form AND LW 18 – Subcontractor Information Form (SIF) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
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2 Has the exemption been approved? If YES, **THIS FORM IS NOW COMPLETE –SUBMIT PAGES 1 and 2 of LW-1 and the APPROVED EXEMPTION FORM TO OCC** once the contract has been executed. If NO, **Continue onto SECTION IV.**

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

1 Your contract IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS. Have the contractor fill out the two (2) corresponding forms below and submit them (and forms from any of their subcontractors subject to the LWO) to your department for further review. Once these forms are complete, **Continue onto #2** in this Section.

	Employee Information Form (EIF) Subcontractor Information Form (SIF)	LW 6 – Employee Information Form AND LW 18 – Subcontractor Information Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
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2 **THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGES 1, 2, EIF and SIF TO OCC** once the contract has been executed.

ENDNOTES FOR LWO DEPARTMENTAL DETERMINATION FORM - LW-1

¹ **Less than three months OR less than \$25,000 - LAAC 10.37.1(j):** Service contracts or Authority for Expenditures that do not meet these thresholds are not categorically exempt from the LWO.

² **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

³ **Purchase of Goods, Property, or a Lease of Property with City as Lessee – LAAC 10.37.1(j):** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental. - “Incidental services” means services that are: (1) part of an agreement for which the primary purpose is to purchase or rent goods or equipment; and (2) performed on a non-recurring and irregular basis. Services are not incidental, even if the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule, or if the awarding authority anticipates that services will be needed on a regular basis during the life of the agreement.

⁴ **Construction contracts LAAC 10.37.1(j):** Construction contracts that do not conform to the definition of a service contract are categorically exempt from the LWO.

⁵ **Business Improvement Districts (BID):** Service agreements funded with the BID’s assessment monies are categorically exempt from the LWO (see also Regulation #11). Agreements to provide services related to a BID that are not funded with the BID’s assessment money remain subject to the LWO unless they otherwise qualify for an exemption.

⁶ **City Financial Assistance Below LWO Thresholds - LAAC 10.37.1(c):** Agreements that provide a contractor with City financial assistance intended to promote economic development or job growth are categorically exempt from the LWO if they do not meet either of the monetary thresholds described in the LWO.

Thus, such agreements are categorically exempt from the LWO if the assistance given in a 12-month period is below \$1,000,000 and less than \$100,000 per year on a continuing basis. Example: The City approves a loan to a contractor of \$5,000,000 for the development of shopping center that will create new jobs. The loan is for 20 years at an interest rate of 4%. At the time the awarding authority grants approval for the loan, the Applicable Federal Rate (AFR) referenced in the LWO is 4.6%.

This contract is not subject to the LWO because it does not meet the financial thresholds, as explained below:

The amount of financial assistance used to determine whether the contractor meets the LWO thresholds is amount the contractor saves in interest payments. To determine the amount of savings on interest payments (the financial assistance), the annual savings on interest rate is calculated as follows:

Financial Assistance = (Amount of Loan @ AFR) – (Amount of Loan @ City rate)

Financial Assistance = (\$5,000,000 x 4.6%) – (\$5,000,000 x 4%)

Financial Assistance = \$230,000 – \$200,000

Financial Assistance = \$30,000

Thus, the contractor receives \$30,000 in financial assistance per year for the next 20 years. This is less than \$1 Million in a year, and less \$100,000 per year on a continuing basis. Therefore, the contractor is exempt from the LWO. No approval from the OCC is required, and the awarding department may indicate this exemption on the Departmental Determination of Coverage form.

⁷ **City Financial Assistance Recipient –** Means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. § 9 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

⁸ **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

⁹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement with the City, or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the agreement with the City, regardless of whether the person works on the City agreement. In calculating the salary of the CEO and the wage rate of the lowest paid worker, the corporation may not include items such as cash allowances for car expenses, meals, parking, or the value of pension plan contributions.

Child care workers: Even if a corporation meets the requirements for exemption as a 501(c)(3) non-profit organization, if the corporation provides child care services as part of the City agreement or employs child care workers who will work on the City agreement, the corporation must pay all child care workers working on the subject agreement the required LWO wage rate. The LWO requirements regarding compensated and uncompensated days off are also applicable to those child care workers.

¹⁰ **Grant-funded Services:** Agreements let by the City involving federal or state grant funds shall be subject to the LWO unless the grant-funding agency indicates in writing that the provisions of the Ordinances should not apply. The awarding authority shall provide a copy of grant-funding agency's determination to the OCC.

¹¹ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

¹² **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

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

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the

superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

¹³ See Endnote #12

¹⁴ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

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

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

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

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

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

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

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

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

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

¹⁵ See Endnote #12

¹⁶ See Endnote #9

¹⁷ **CFAR: First Year Financial Assistance Recipients – 10.37.1(c):** A first-year City financial assistance recipient (CFAR) applying for exemption under Section 10.37.1(c) of the LWO shall submit proof of its start up date and workforce documentation with its application for exemption. If the OCC grants an exemption on this basis, the first year CFAR is exempt from the LWO for a period of one year from the date the exemption is approved.

¹⁸ **CFAR: Employing Fewer Than Five Employees – 10.37.1(c):** A City financial assistance recipient (CFAR) claiming exemption on the basis that it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year shall submit with its application for exemption payroll registers for that twenty (20) week period to verify eligibility.

¹⁹ **CFAR: Hardship waivers for job training and preparation programs –10.37.1(c):** A City financial assistance recipient (CFAR) that employs the longterm unemployed or provides trainee positions intended to prepare employees for

permanent positions may request an economic hardship waiver pursuant to Section 10.37.1(c). The CFAR must submit to the awarding authority documentation of the program's demonstrated and projected results and the potential adverse impact due to compliance with this article. The awarding authority will forward the documentation and its recommendation to the City Council for consideration. A copy of such a recommendation shall be forwarded to the OCC.

²⁰ **CFAR: Employee Exemption – 10.37.1(c):** A City financial assistance recipient (CFAR) that claims exemption pursuant to Section 10.37.1(e) for its employees who expend less than half of their time on the City funded project or the employees of its service contractor, if any, who expend less than half of their time on the premises of the CFAR directly involved with the activities funded by the City, shall be responsible for maintaining records of applicable hours and descriptions of work performed to substantiate the exemption.

APPENDIX H
CERTIFICATION OF COMPLIANCE WITH CHILD
SUPPORT OBLIGATIONS

City of Los Angeles
Department of Water and Power
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 Wages and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. "Principal owner" means any person who owns an interest of 10 percent or more of the business or of a subcontractor assigned to City work. If there are no principal owners, please so indicate with an X here: _____(no principal owners)
4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Please check if company has already submitted to DWP certification relative to Child Support Obligations Ordinance.

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

APPENDIX I
LADWP'S OUTREACH PROGRAM
DOCUMENTATION AND RESULTS

APPENDIX I

LADWP'S OUTREACH PROGRAM DOCUMENTATION AND RESULTS

Instructions: In accordance with *Section 5.14 Supplier Diversity* of this RFP, all proposer(s) shall furnish all requested information and include it with any proposal in response to this RFP.

A. Each principal firm, and/or joint venture partner, involved in the proposal shall furnish the following information:

1. Name of Principal Firm;
2. Indicate whether the firm is a:
 - i. Certified Minority Business Enterprise (MBE),
 - ii. Certified Women's Business Enterprise (WBE), or
 - iii. Other Business Enterprise (OBE)
3. Name all other principal and/or joint venture partners
4. Indicate whether other principal and/or joint venture partners are a:
 - i. Certified Minority Business Enterprise (MBE),
 - ii. Certified Women's Business Enterprise (WBE), or
 - iii. Other Business Enterprise (OBE)

B. Each proposal shall include a List of Proposed Subcontractors indicating which, if any, of the subcontractors are Certified Minority Business Enterprises by use of the letters "MBE", or Certified Women's Business Enterprise by use of the letters "WBE", in the Status column of the list which shall be of the format that follows:

Proposed Subcontractors			
Firm Name, Address, and Telephone	Status	Description of Work to be Performed	Estimated Dollar Amount of Work to be Performed

NOTE: Provide a copy of MBE/WBE certification from the certifying agency with the proposal.

C. Each proposal shall furnish a detailed statement of the Good Faith Efforts to meet LADWP's Outreach Program:

1. Participation achieved: _____% MBE _____%WBE

2. Attended Bidder's Conference _____ Yes _____ No

3. Identify selected portions of the project to be performed by subcontractors. Bidder shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of WBEs, MBEs, and other business enterprises:

4. State the publication(s) and the date of the advertisement(s) placed for bids from interested business enterprises, not less than 10 calendar days prior to the submission of bids or proposals in newspapers, trade association publications, minority or trade oriented publications, trade journals, or other appropriate media. Attach copies.

5. List the business enterprises that were sent written notices of intent to bid, including WBEs and MBEs, having an interest in participating in such contract. Such notice shall be provided not less than 10 calendar days prior to the bid submittal date. Bidder shall document that invitations for subcontracting bids were sent to available WBEs, MBEs, and other business enterprises for each portion of work. Attach copies.

6. Document the efforts to follow up initial solicitations of interest by contacting the business enterprises to determine whether the enterprises are interested in

participating in the project work. Attach a detailed follow-up log, showing names of firms/individuals contacted, dates of contact, and reasons for selection or non-selection.

7. List the interested enterprises that were provided information about the proposal plans, specifications, and the requirements for the selected work.

8. List the organizations contacted that provided assistance in the recruitment and the placement of WBEs, MBEs, and other business enterprises not less than 15 calendar days prior to the bid submittal date. Attach copies of documentation.

9. Good Faith Effort Compliance Table for MBE, WBE, and Other Business Enterprise (OBE) Subcontractors:

Provide a list of the WBEs, the MBEs, and the OBEs that negotiations were conducted with in good faith. As documentation, the bidder shall complete the table shown below with all sub-bidders for each portion of work solicited, including estimated dollar amounts of potential work or percentage of commitment to the overall value of the contract for MBEs, WBEs, and OBEs. Bidders shall also submit documentation of correspondence regarding subcontract bids from interested WBEs, MBEs, and OBEs including, but not limited to:

- (a) Requests by bidder to obtain subcontract bids from enterprises expressing interest.
- (b) Responding letters of interest, subcontract bids or declinations to offer a bid.
- (c) Acceptance by bidder of subcontract bids.
- (d) Rejections of subcontract bids including explanations for non-selection.

PROJECT NAME:

WORK AREA #1:

Company Name	Sent Letter? Yes/No	Cert. MBE/WBE/ OBE	Certifying Agency	Estimated Amount or Percentage of Commitment	Selected? Yes/No	Reason for selection or non-selection

WORK AREA #2:

Company Name	Sent Letter? Yes/No	Cert. MBE/WBE/ OBE	Certifying Agency	Estimated Amount or Percentage of Commitment	Selected? Yes/No	Reason for selection or non-selection

WORK AREA #3:

Company Name	Sent Letter? Yes/No	Cert. MBE/WBE/ OBE	Certifying Agency	Estimated Amount or Percentage of Commitment	Selected? Yes/No	Reason for selection or non-selection

NOTE: For listing more Work Areas, attach additional sheets with identical table headings and updated Work Area numbers.

- Document the efforts to advise and to assist interested WBEs, MBEs, and other business enterprises in obtaining bonds, lines of credit, or required insurance.

APPENDIX J
GOOD FAITH EFFORT (GFE) RESOURCES

APPENDIX J**GOOD FAITH EFFORT (GFE) RESOURCES****NOTE:**

THE RESOURCES LISTED IN THIS DOCUMENT ARE NOT EXHAUSTIVE. PROPOSERS ARE ENCOURAGED TO SEEK OUT OTHER SOURCES, AS APPROPRIATE, TO HELP MEET OUTREACH GOALS.

FACTOR 4 – LIST OF PUBLICATIONS**MINORITY FOCUSED PUBLICATIONS****CHINESE DAILY NEWS**

1588 Corporate Center Dr.
Monterey Park, CA 91754
(323) 268-4982

LOS ANGELES SENTINEL

3800 Crenshaw Blvd.
Los Angeles, CA 90008
(323) 299-3800

LA OPINION

411 W. 5th Street
Los Angeles, CA 90013
(213) 622-8332

EASTERN GROUP PUBLICATIONS

3643 E. 1st Street
Los Angeles, CA 90063
(323) 263-5743

RAFU SHIMPO

259 S. Los Angeles St.
Los Angeles, CA 90012
(213) 629-2231

KOREA CENTRAL DAILY

690 Wilshire Place
Los Angeles, CA 90005
(213) 389-2500

SMALL BUSINESS EXCHANGE

703 Market Street, Suite 1000
San Francisco, CA 94103
(415) 778-6250

WAVE PUBLICATIONS

2621 W. 54th Street
Los Angeles, CA 90043
(323) 290-3000

OTHER ACCEPTABLE PUBLICATIONS

- CONSTRUCTION MARKET DATA
- DAILY BREEZE
- LOS ANGELES TIMES
- DAILY NEWS
- MINORITY BIDDERS BULLETIN
- CALIFORNIA CONTRACTS
- LOS ANGELES BUSINESS JOURNAL
- LONG BEACH PRESS TELEGRAM
- THOMAS BID REGISTER
- CONSTRUCTION UPDATE
- W/M/S/DVBE CONTRACT & CONSTR. NEWS
- WEEKLY BID FLASH
- DODGE CONSTRUCTION NEWS/GREEN SHEET

FACTOR 5 – CERTIFICATION AGENCIES

Send Letters to available and interested subcontractors that are certified and listed under the various Certification Agencies.

WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION AGENCIES RECOGNIZED BY LADWP

- OCC** City of Los Angeles/Dept. of Public Works
Centralized Certification Agency
1149 S. Broadway St., Ste. 300
Los Angeles, CA 90015
(213) 847-1922
http://bca.lacity.org/index.cfm?nxt=ots&nxt_body=otsindex.cfm
- CalTrans** Calif. Dept. of Transportation
12434 State Highway 160
Courtland, CA 95615
(866) 810-6346 or (916)445-3520
<http://www.dot.ca.gov/ucp/GetLicenseForm.do>
- MTA** Los Angeles County/MTA
One Gateway Plaza
Los Angeles, CA 90012
(213) 922-2643
(See CalTrans above for searchable database)
- CPUC** Supplier Clearinghouse
(California Public Utilities Commission)
(800) 359-7998 or (415) 928-6892
http://www.sdbnetwork.com/SDBNetwork/Affiliates/CPUC/public_search.php
- SCMBDC** So. Calif. Minority Business Development Council
800 W. 6th Street
Los Angeles, CA 90017-2711
(213) 689-6960
<http://www.scmbdc.org/>
- LABAVN** Los Angeles Business Assistance Virtual Network
Mayor's Office of Economic Development
www.labavn.org (Searchable Database)

The Department also recognizes certifications issued by any agency participating in the California Unified Certification Program (CUCP), maintained by CalTrans.

Contact the Los Angeles Department of Water and Power **Vendor Liaison Center** to obtain Contractor and Supplier Data Sheets, Affirmative Action Plans, or for additional information:

LADWP: Dept. of Water and Power
Supply Chain Services (213) 367-1861
111 N. Hope St., Room L-43 (213) 367-2252
Los Angeles, CA 90012

FACTOR 8 – OUTREACH ORGANIZATIONS

WBE/MBE RESOURCE ORGANIZATIONS

In order to solicit interest from potential W/MBE subcontractors, firms bidding on contracts can outreach to subcontractors through Professional Associations, Minority and Women Contractor Associations, and Public and Private Entities, which provide technical assistance to minority and women businesses. Listed below are some of the resources. Bidders are encouraged to seek out other sources, as appropriate, to help meet outreach goals.

The Los Angeles Department of Water and Power is not responsible for changes in contact persons, addresses, or telephone numbers for these organizations subsequent to the publication of this list. Contractors are encouraged to maintain ongoing contact with these organizations as needed.

PROFESSIONAL and WBE/MBE CONTRACTOR ASSOCIATIONS

ASIAN-AMERICAN ARCHITECTS & ENGINEERS ASSOC.
11301 W. Olympic Blvd. #387
Los Angeles, CA 90064
(213) 896-9270 info@aaaesc.org

LATIN BUSINESS ASSOCIATION
120 S San Pedro St # 530
Los Angeles, CA 90012
(213) 628-8510 lordaz@lbausa.com

ASIAN BUSINESS ASSOCIATION
120 S San Pedro St, Ste 523
Los Angeles, CA 90012
(213) 628-1222 info@aba-la.org

NAT'L ASSOC. OF WOMEN BUSINESS OWNERS
523 W 6th Street, Ste. 516
Los Angeles, CA 90014
(213) 622-3200 info@nawbola.org

BLACK BUSINESS ASSOCIATION
PO Box 43159
Los Angeles, CA 90043-9998
(323) 291-9334 mail@bbala.org

AMERICAN INDIAN CHAMBER of COMMERCE
555 w. 5TH St., 31st Floor
Los Angeles, CA 90013
(714) 898-6364 stateadmin.aicccal.org

KOREAN CHAMBER OF COMMERCE
3435 Wilshire Blvd., Ste. 2450
Los Angeles, CA 90010
(213) 480-1115 kaccla@yahoo.com

SO. CAL MINORITY BUSINESS DEV. COUNCIL
800 W. 6th St., Ste. 850
Los Angeles, CA 90017-2711
(213) 689-6960 info@scmbdc.org

CHINESE AMERICAN CONSTRUCTION PROFESSIONALS
5924 Temple City Blvd.
Temple City, CA 91780
(626) 309-9333 cacpcacp@yahoo.com

GREATER LOS ANGELES AFRICAN AMERICAN CHAMBER OF COMMERCE
3910 W Martin Luther King Jr. Blvd, Ste 209
Los Angeles, CA 90008
(323) 292-1297 info@glaaacc.org

OTHER RESOURCES

U.S. SMALL BUSINESS ADMINISTRATION
330 N. Brand Blvd. Suite 1200
Glendale, CA 91203
(818) 552-3215 answerdesk@sba.gov

Mayor's Office of Housing and Economic Development
Minority Business Opportunity Center (MBOC)
200 N. Spring St., 13th Floor
Los Angeles, CA 90012 www.lamboc.org & www.labavn.org
(213) 978-0671 and (213) 978-0690 (Fax)

LOS ANGELES URBAN LEAGUE
Business Development & Entrepreneur Center
3450 Mount Vernon Drive
Los Angeles, CA 90008
(323) 299-9660 info.laul.org

NAT'L CTR FOR AMERICAN INDIAN ENTERPRISE DEV.
11138 Valley Mall, Suite 200
El Monte, CA 91731
(626) 442-3701 linda.harris@oied.org

ENGINEERING CONTRACTORS' ASSOCIATION
8310 Florence Avenue
Downey, CA 90240
(800) 923-2240 info.eca@verizon.net

NAT'L ASSOCIATION OF MINORITY CONTRACTORS
PO Box 43307
Los Angeles, CA 90017
(323) 296-8005 admin@namcsc.net

APPENDIX K
BUSINESS TAX REGISTRATION
CERTIFICATE APPLICATION

ANTOINETTE CHRISTOVALE
DIRECTOR OF FINANCE

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

OFFICE OF FINANCE
CITY HALL
200 NO. SPRING ST., ROOM 101
LOS ANGELES, CA 90012-5701
(USE MAIN ST. ENTRANCE)

(213) 473-5901
FAX (213) 978-1548
WWW.CITYOFLA.ORG/FINANCE

IMPORTANT NOTICE

Dear City of Los Angeles Vendor:

Re: Tax Registration Certificate (TRC) and/or Vendor Registration Number (VRN)

On October 14, 1987, the City of Los Angeles Controller's Office implemented a program designed to ensure that all businesses (hereafter referred to as vendors), which contract to provide goods or services to the City, have fully complied with all business tax requirements. As such, each vendor must provide the Controller's Office with a registration account number issued by the Los Angeles Office of Finance, prior to being paid for any goods or services provided.

The Office of Finance is responsible for the collection of various taxes, fees, and charges as required under the Los Angeles Municipal Code. Section 21.03 L.A.M.C. (Imposition of Tax) requires persons engaged in any business or occupation within the City of Los Angeles to register and pay the required tax due. Businesses, including vendors, owing a business tax are issued a Tax Registration Certificate (TRC). However, in some cases businesses are not required to pay a business tax, depending on the nature and location of that business. In those cases, the vendor is issued a Vendor Registration Number (VRN). In order to be paid under contract with the City, a Tax Registration Certificate Number (TRC) or Vendor Registration Number (VRN) must be provided to the Controller's Office.

In order to obtain the required registration number, please complete and return the enclosed application (Exhibit A), along with the appropriate attachments, based on your business activity. Applications are reviewed by Office of Finance personnel and the appropriate registration number will be issued. An annual business tax is due upon issuance of a Tax Registration Certificate Number (TRC). All Vendor Registration Numbers (VRN) will be reviewed on an annual basis.

Additionally, non-profit organizations may apply for an exempt Tax Registration Certificate. Applications for exemption of the City of Los Angeles business tax are reviewed by the Office of Finance and/or the Los Angeles Police Department, Commission Investigation Division, Charitable Services Unit to determine if an exemption should be granted. The determination is generally completed in approximately thirty (30) days from the date all required documentation is submitted.

If you require non-profit tax exemption information, please contact the Tax Exemption Unit at (213) 978-3050, or if you have questions regarding Vendor Registration, please contact the Special Desk Unit at (213) 473-5901.

Enclosures

(Revised 11/05)

Office of Finance

(Main Office)

City Hall

200 North Spring Street

Room 101

Los Angeles, CA 90012

(213) 978-1521

Hours: 8:00 a.m. – 5:00 p.m.

Monday – Friday

BRANCH OFFICES

TELEPHONE NUMBERS

HOURS

Van Nuys Civic Center
6262 Van Nuys Blvd #110

(818) 374-6850

Monday – Friday
8:00 a.m. – 5:00 p.m.

West Los Angeles
1828 Sawtelle Bl., Room 102

(310) 575-8888

Monday – Friday
8:00 a.m. – 5:00 p.m.

Hollywood
6501 Fountain Ave.

(213) 485-3935

Monday – Friday
8:00 a.m. – 5:00 p.m.

San Pedro
638 S. Beacon St. Room 211

(310) 732-4537

Mon. Wed. Fri.
7:30-Noon/1-4:30 p.m.

Westchester Municipal Building
7166 W. Manchester Ave., Room 9

(213) 473-6750

Tues. & Thurs.
8-Noon/1-4:30 p.m.

Watts Civic Center Building
10221 Compton Ave., Room 202

(213) 473-5109

Tues. & Thurs.
1:00-4:30 p.m.

Figueroa Plaza Bldg. One Stop Ctr.
201 N. Figueroa St., 3rd Floor
(Counter 17)

(213) 482-7032

Mon. Tue. Thu. Fri.
7:30 – 4:30 p.m.
Wed. 9:00 a.m.-4:30 p.m.



BUSINESS TAX APPLICATION

PLEASE NOTE that if you are involved with any type of SALES ACTIVITIES, either RETAIL or WHOLESALE, you are REQUIRED to also fill out the Tobacco Retailer's Questionnaire/Application

The following information is subject to disclosure.

FOR OFFICE USE ONLY. FUND/CLASS _____ FUND/CLASS _____

Business Type (check one): Individual Partnership Corporation LLC Trust

Please print or type:

Legal Name: _____

Do not use DBA (fictitious name) here

Business Address: _____

Do not use P. O. Box here Street Address City State Zip Code

Please check appropriate box Commercial Location Residence

Business Name (DBA): _____

Care Of (C/O): _____

Mailing Address: _____

If different from Business Address Street Address or P.O. Box City State Zip Code

Please check appropriate box Commercial Location Residence

Starting Date of Business: Month _____ Day _____ Year _____

Social Security No. (SSN) - OR - Federal Employer Identification No. (FEIN): _____

Sales Tax Number (Seller's Permit): _____

Description of Business: _____

(Provide in Detail)

Web Address (optional): _____ ¹Primary Business/Professional Activity Code: _____

Business Phone Number: _____ ²Secondary Business/Professional Activity Code: _____

Gross Receipts ²: (if your business began prior to the current year, please complete the gross receipts information below)

Activity: **2004** **2005** **2006** **2007** **2008** **2009** **2010** **2011**

Please Note: A minimum business tax may be due based on your business activity(ies) for the first year of operation.

Contact Person: _____ **Title:** _____

Contact Phone Number: _____

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge the foregoing is true, correct and complete.⁴

Signature of Owner or Agent _____ Date _____

Print name of Owner or Agent _____

Daytime Telephone Number _____ Email Address _____

¹ This is the 6-digit Primary / Principal Business or Profession Activity Code reported on your Federal Tax Return. A Secondary business activity is one that comprises at least \$1,000,000 and 40% of your gross receipts. Go to lacity.org/finance/pdf/NAICSCODES.pdf for a NAICS code listing.

² If your business is located within the City of Los Angeles and a portion of your gross revenue is derived from outside the City, or your business is located outside the City and a portion of your gross revenue is derived from inside the City, then applicable apportionment formulas may reduce your tax liability.

³ Due to the large number of various business activities described under LAMC Section 21.53 to 21.197, it is not practical to list each separately. For specific activities and rates, contact the Office of Finance or visit our website @ www.lacity.org/finance.

⁴ By completing this form and submitting it to the Office of Finance in an electronic format, such as email, you agree that the submitted form has the same legal effect, validity and enforceability of a form submitted to us via US mail or in person. You also agree that the aforementioned form legally represents a document sent by you or your legal representative.

**APPLICATION FOR TAX REGISTRATION CERTIFICATE OR
VENDOR REGISTRATION NUMBER**

In order to obtain the required Tax Registration Certificate or a Vendor Registration Number, please complete the following information:

LEGAL NAME OF OWNER: _____
(Individual, Partnership, or Corporation)

BUSINESS NAME: _____
(DBA or Fictitious Name of Business)

BUSINESS ADDRESS: _____
(Do Not Use a P.O. Box) Residential
 Non-residential

MAILING ADDRESS: _____
(If Different from Business Address)

C/O: _____

DESCRIPTION OF BUSINESS: _____

BUSINESS START DATE WITHIN THE CITY OF LOS ANGELES: _____
MONTH DAY YEAR

Please circle the exhibit(s) you are submitting with EXHIBIT A:

B C D E F G H I J K L M

SOCIAL SECURITY NUMBER (SSN), if there
ARE NO business related employees:

FEDERAL EMPLOYER IDENTIFICATION
NUMBER (FEIN), if there ARE related employees:

OR

SSN

FEIN

NOTE: SSN/FEIN is confidential, not part of public record.

Signature: _____

Title: _____

Telephone: () _____

Date: _____

Return this application and the applicable exhibits to the Office of Finance, Special Desk Unit, 200 N. Spring St, Room. 101, Los Angeles, California 90012.

-

FOR OFFICE USE ONLY

INFORMATION AND VENDOR QUESTIONNAIRE PACKAGE CONTENTS

EXHIBIT A	APPLICATION
EXHIBIT B	SELLING GOODS, WARES, OR MERCHANDISE AT WHOLESALE OR RETAIL
EXHIBIT C	PROFESSIONAL OR OCCUPATIONAL/MISCELLANEOUS SERVICES
EXHIBIT D	CONTRACTOR
EXHIBIT E	LEASING OR RENTING TANGIBLE PERSONAL PROPERTY
EXHIBIT F	LEASING OR RENTING COMMERCIAL PROPERTY
EXHIBIT G	LEASING OR RENTING HOTEL ROOMS, APARTMENTS OR RESIDENTIAL UNITS
EXHIBIT H	TRUCKING OR HAULING
EXHIBIT I	TRANSPORTING PERSONS FOR HIRE
EXHIBIT J	CERTIFICATION OF EXEMPTION – CONSTITUTIONAL/GOVERNMENT EXEMPTIONS
EXHIBIT K	CERTIFICATE OF EXEMPTION – ONE TIME PURCHASE OVER \$200
EXHIBIT L	CONDUCTING, OPERATING, OR PROMOTING ANY ENTERTAINMENT, SHOW OR EXHIBITION
EXHIBIT M	CERTIFICATE OF EXEMPTION – VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

SELLING GOODS, WARES, OR MERCHANDISE AT WHOLESALE OR RETAIL

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, through the physical presence of yourself, your employees, your agents, or your equipment, you carry on activities within the City of Los Angeles which are designed to solicit, promote, stimulate, or otherwise encourage the sale of goods, wares, or merchandise seven (7) or more days per calendar year. This includes the delivery of your merchandise within the City of Los Angeles in vehicles owned and operated by you or your employees.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO", but you do have customers within the City of Los Angeles, please indicate below the method or methods by which activities in Question No. 1 are accomplished:

YES NO

a. Advertising

b. Telephone orders

c. Bid by mail

d. Independent Commission Brokers/Sales Representative

If method (d) is used, please provide:

Name _____

Address _____

City _____ State _____

Telephone _____

e. Deliveries are made by means other than vehicles operated by you.

Signature _____

Title _____

PROFESSIONAL OR OCCUPATIONAL/MISCELLANEOUS SERVICES

YES **NO**

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, through physical presence, you carry on any trade, calling, occupation, vocation, profession or other means of livelihood, as an independent contractor, and when the gross receipts are derived from or attributable to activities engaged in within the City of Los Angeles for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 "NO", but you do have gross receipts derived from activities within the City of Los Angeles, please indicate below the nature of your activity.

Signature _____

Title _____

CONTRACTOR

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, as a contractor or subcontractor, you or your employees undertake any job or project upon land located within the City of Los Angeles including the erection, alteration, improvement, or repair of any type of structure; plumbing, plastering, sheet metal, electrical, cement or tile work; excavating; erection of scaffolding; construction of roads, railroads, pipe lines for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO", but you do have contracts with the City of Los Angeles, please provide the Los Angeles City job site addresses below.

Signature _____

Title _____

LEASING OR RENTING TANGIBLE PERSONAL PROPERTY

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, (If No,
Answer #2) Answer #3)

You are engaged in business within the City of Los Angeles when, through the physical presence of yourself, your employees, your agents, or your equipment, you carry on activities within the City which are designed to solicit, promote, stimulate or otherwise encourage the leasing or rental of tangible personal property for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO":

YES NO

a. Is the property installed at a location within the City of Los Angeles? _____

b. Is there a provision in the lease or rental agreement that use of property is to take place within the City of Los Angeles? _____

Signature _____

Title _____

LEASING OR RENTING COMMERCIAL PROPERTY

YES NO

1. Are you engaged in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you rent or let a building, or structure, or any space therein of any kind on land located in the City of Los Angeles to a tenant for purposes other than dwelling for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. Please provide the location(s) of the leased property within the City of Los Angeles.

Signature _____

Title _____

LEASING OR RENTING HOTEL ROOMS, APARTMENTS OR RESIDENTIAL UNITS

YES NO

1. Are you engaged in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you conduct or operate in the City of Los Angeles a hotel, rooming house, apartment house, house court or bungalow court, any public camp, trailer camp, park or lot where the public may rent camping, trailer or tent space, and renting or letting rooms, apartments or other accommodations for dwelling in any such place for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If the answer to Questions No. 1 is “Yes” and you do not have a valid City of Los Angeles Tax Registration Certificate, please answer the following:

a. Do you rent four (4) or more units within the City of Los Angeles? _____

c. Does your total gross receipts from the activity exceed \$20,000 per calendar year? _____

Signature _____

Title _____

TRUCKING OR HAULING

Supporting documentation identified by the Office of Finance may be required.

YES NO

1. Are you engaged in business within the City of Los Angeles? _____ _____

You are engaged in business within the City of Los Angeles when you, your employees or your agents operate a motor vehicle within the City for hire or compensation seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____ _____

Account Number _____

3. Do you operate as a for hire motor carrier of property required to pay a fee to the State Under the Household Goods Carriers Uniform Business License Tax Act or the Motor Carriers of Property Uniform Fee Act? _____ _____

If your answer to questions 2 and 3 is "NO", please contact the Office of Finance, Call Center at (213) 978-1521 for instructions on completing the following:

Please provide the following information for all vehicles:

<u>YEAR</u>	<u>UNLADEN WEIGHT</u>	<u>VEHICLE DAYS</u>	<u>NO. OF DAYS OPERATED</u>
20_____	_____	_____	_____
20_____	_____	_____	_____
20_____	_____	_____	_____

Signature_____

Title_____

TRANSPORTING PERSONS FOR HIRE

Supporting documentation identified by the Office of Finance may be required.

YES NO

1. Are you or do you plan to engage in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you, your employees or your agents operate a motor vehicle within the City for transportation of persons for hire or compensation seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

If yes, please provide your Tax Registration Certificate account number: _____

3. Do you operate a charter party limousine(s) and have a business address outside the City of Los Angeles where all your vehicles are limousine(s) or luxury sedan(s) only, with a seating capacity of no more than 9 including the driver? _____

4. Do you have a franchise granted by the City Department of Transportation? _____

5. Do you operate your vehicle exclusively in Interstate Commerce? _____

6. Do you operate a vehicle(s) that meets all of the following: (1) Operated exclusively between fixed termini or over regular routes in passenger stage operations. (2) Operated as indicated in (1) under certificate issued by the Public Utilities Commission, AND (3) Operation has been issued a certificate of public convenience and necessity by the Interstate Commerce Commission. _____

If your answer to questions 2, 3, 4, 5 or 6 is "NO", please contact the Office of Finance, Tax Exemption Unit at (213) 978-3057 for instructions on completing the following information for all vehicles:

<u>YEAR</u>	<u>SEATING CAPACITY</u> (including driver)	<u>VEHICLE DAYS</u>	<u>NO. OF DAYS</u> <u>OPERATED</u>
20_____	_____	_____	_____
20_____	_____	_____	_____
20_____	_____	_____	_____

Additionally, please provide the following information for all vehicles that are operated within the City.

Vehicle Make (e.g. Lincoln, Ford, Chevrolet, etc.)	Model (e.g. Towncar, Excursion, Express, etc.)	Body Style (e.g. Sedan, SUV, Van, etc.)	Seating Capacity (including Driver)

Print Name _____

Date: _____

Signature _____

Title _____

CERTIFICATION OF EXEMPTION
CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

The following entities are exempted from paying Business Taxes by the Constitution of the United States, the Constitution of the State of California or the Los Angeles Municipal Code:

1. Banks
2. Insurers – Insurance related activities which “In Lieu” taxes are paid to the State of California
3. Foreign governments – Agencies exempt from Domestic Taxation by Treaty, International Law or Custom
4. United States Government and Agencies
5. State of California
6. University of California
7. California State Universities and Colleges
8. Community Redevelopment Agency of the City of Los Angeles
9. Housing Authority of the City of Los Angeles
10. County of Los Angeles
11. Los Angeles Convention and Exhibition Center
12. Los Angeles Memorial Coliseum Commission
13. Districts and Political Subdivisions under the Laws of the State of California (such as):
 - a. Los Angeles Unified School District
 - b. Los Angeles Community College District
 - c. Los Angeles County Flood Control District
 - d. Metropolitan Water District
 - e. Metropolitan Transit Authority
 - f. Mosquito Abatement Districts
 - g. Wilmington Cemetery District
 - h. Sanitation Districts

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge I/we are one of the entities described above and is/are exempted from paying the City of Los Angeles Business Tax.

Name of Agency

Nature of Business/Type of Agency

Address

Printed Name of Authorized Representative or Agent

Phone Number

Signature

Title

PLEASE RETURN THIS FORM TO THE DEPARTMENT TO WHICH YOU ARE PROVIDING SERVICES AND A COPY TO THE OFFICE OF FINANCE, 200 N. SPRING ST, RM. 101, LOS ANGELES, CALIFORNIA 90012, MAIL STOP 170 – ATTN: TAX EXEMPTION UNIT.

CERTIFICATION OF EXEMPTION
FOR
ONE TIME PURCHASE OR SERVICE RENDERED OVER \$200*

The _____ hereby certifies that a one time
(Name of Department/Bureau)

purchase of _____
(Type of Product/or Service)

costing _____ was made from the
(Cost of Purchase)
following business:

(Name of Company)

(Address)

(Company Representative)

(Title)

(Phone Number)

I/we further certify that to the best of our knowledge, the business is **NOT LOCATED IN THE CITY OF LOS ANGELES**, does not solicit or conduct business in the City for seven (7) or more days during a calendar year, and does not deliver the goods or merchandise in its own vehicles within the City for seven (7) or more days during a calendar year. Based on the information provided, this business would not appear to owe a Business Tax.

(Department/Bureau Representative)

(Title)

(Phone Number)

(Date)

c: Office of Finance
200 N. Spring St., Rm. 101
Los Angeles, CA 90012
Mail Stop 170
Attn: Tax Exemption Unit

CONDUCTING, OPERATING, OR PROMOTING ANY ENTERTAINMENT, SHOW OR EXHIBITION

YES NO

1. Are you engaged in business within the City of Los Angeles?

(If Yes, Answer #2) (If No, Answer #3)

You are engaged in business within the City of Los Angeles when, through physical presence, you conduct, operate or promote any entertainment, show or exhibition, where an admission fee is charged, collected or received, or where no admission fee is charged, collected or received but donations of any kind or character are solicited or accepted seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If you do not have a valid City of Los Angeles Tax Registration Certificate, please report your City of Los Angeles gross receipts for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>
20____	\$ _____
20____	\$ _____
20____	\$ _____

3. If your answer to Question No. 1 is "NO" and you do not have a valid City of Los Angeles Tax Registration Certificate, but you have conducted, operated, or promoted any entertainment, show or exhibition within the City of Los Angeles, please provide the name, location and dates of the shows/exhibitions below.

<u>NAME OF SHOW/EXHIBITION</u>	<u>LOCATION</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(If additional space is needed, please use a separate sheet)

Signature _____

Title _____

VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

EMPLOYEE STATEMENT:

I _____ certify that I
(Name of employee)
am currently working for

(Name of City Department/Bureau)

and that I am under contract with this department in the capacity of an employee as defined in Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code and therefore not subject to payment of business taxes.

(Signature of employee) (Date)

EMPLOYER STATEMENT:

I certify that to the best of my understanding and belief, the above-named individual is deemed to be an employee of this City Department, based on Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code, which I have reviewed, and therefore not subject to payment of business taxes.

(Department/Bureau Representative)

(Signature and Title) (Phone Number) (Date)

c: Office of Finance
200 N. Spring St., Rm. 101
Los Angeles, CA 90012
Mail Stop 170
Attn: Tax Exemption Unit

APPENDIX L
TAXPAYER IDENTIFICATION NUMBER

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

APPENDIX M
CEC FORM 50 AND CEC FORM 55



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

Bidder Certification

CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

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

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

Date: _____ Signature: _____

Name: _____

Title: _____

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



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

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

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

Date Bid Submitted:

Description of Contract:

Awarding Authority (Department):

BIDDER

Name: _____

Address: _____

Email (optional): _____ Phone: _____

State Contractor I.D.: _____

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

PRINCIPALS

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

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached.

Bidder is an individual with no principals.



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

Bidder Contributions CEC Form 55

SUBCONTRACTORS

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

_____ additional sheets are attached.

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



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

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

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

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

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

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: _____ Signature: _____

Name: _____

Title: _____

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

APPENDIX N
LOCAL BUSINESS PREFERENCE PROGRAM

APPENDIX N

LOCAL BUSINESS PREFERENCE PROGRAM DOCUMENTATION

Instructions: In accordance with *Section 5.25 – Local Business Preference Program* of this RFP, qualified proposers shall furnish all required information and include it with any proposal in response to this RFP to be eligible for a proposal preference.

A. If the proposer is registered on the LABAVN system to be certified as a Local Business or a Provisionally Qualified Local Business, the proposer shall indicate below its registration status. Check **ONLY** one box.

Proposer registered as a Local Business

Proposer registered as a Provisionally Qualified Local Business

If the proposer is registered as a Local Business or a Provisionally Qualified Local Business, it shall state below its BAVN ID Number.

BAVN ID: _____

The LADWP will use the BAVN ID Number to verify the registration and certification status of the proposer.

B. If the proposer is **NOT** qualified as a Local Business or a Provisionally Qualified Local Business and it identifies qualifying Local Subcontractor(s) to perform work under the contract, the proposer shall list each proposed Local Subcontractor's name, the corresponding estimated dollar amount, and BAVN ID Number on the table shown below. The BAVN ID Numbers of Local Subcontractors will be used by the LADWP to verify the registration and certification status of each Local Subcontractor.

LIST OF LOCAL SUBCONTRACTORS		
Name of Local Subcontractor	Estimated Dollar Amount	BAVN ID No.

NOTE: To list more Local Subcontractors, attach additional sheets with identical table headings.

APPENDIX O
FIRST SOURCE HIRING PROGRAM (FSHP)
OVERVIEW AND PLEDGE OF COMPLIANCE

FIRST SOURCE HIRING PROGRAM (FSHP)

Overview

The First Source Hiring Program (FSHP) is a free job applicant referral system, designed to help job seekers local to LADWP's service territory find employment on LADWP contracts while saving LADWP contractors the time and resources needed to find suitable candidates to hire.

Exempt from FSHP are trade positions or jobs for which the hiring procedures are subject to collective bargaining agreements which conflict with the program.

FSHP's fully automated web-based job portal provides stress-free:

- Contractor/consultant job posting
- Completion of online application by job seekers
- Applicant tracking
- Prescreening, ranking and sorting of candidates
- Matching of qualified candidates with prospective employers

PROGRAM REQUIREMENTS

FSHP is managed by LADWP's Economic Development Group and applies only to contracts that meet certain criteria. The program requires participating contractors to:

- ❖ Designate a liaison (preferably Human Resources personnel) to work with FSHP firstly, by registering with the program online prior to the beginning of work on the contract;
- ❖ Provide LADWP the number of anticipated employment opportunities resulting from each applicable contract within **fifteen business days** establishing the contract;
- ❖ Subsequently notify LADWP's Economic Development of new employment opportunities by creating a requisition to fill vacant positions in the FSHP job portal at least **ten business days** prior to making a public job announcement;
- ❖ First consider qualified applicants referred from the FSHP database prior to exploring other candidate sources; and
- ❖ Provide feedback on the FSHP candidates reviewed or interviewed, if not hired.

**CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER**

Pledge of Compliance

The Los Angeles Department of Water and Power First Source Hiring Program provides that, unless specifically exempted, LADWP contractors working under contracts for personal/professional services shall comply with all applicable provisions of the LADWP First Source Hiring Program (FSHP). Proposers are required to complete and submit this Pledge of Compliance with their proposal or with an amendment of a contract subject to the FSHP. The contractor shall also ensure that subcontractors working on the contract comply with the requirements of FSHP, including having them sign the Pledge of Compliance and submitting same to the LADWP's Economic Development Division.

Please note that FSHP applies only to non-trade positions and to jobs for which the hiring procedures are not subject to collective bargaining agreements which conflict with the Policy.

By signing this pledge, the contractor agrees to comply with the following FSHP provisions:

- Designate a liaison to facilitate effective implementation of FSHP (preferably Human Resources personnel) and have the designee register with the program online, prior to the beginning of contract work;
- Provide LADWP the number of anticipated employment opportunities resulting from each applicable contract within **fifteen business days** of receiving the notice to proceed;
- Notify LADWP of subsequent employment opportunities by creating a requisition to fill vacant positions in the FSHP job portal at least **ten business days** prior to making a public job announcement; and
- First consider qualified applicants referred from the FSHP database prior to seeking candidate from other sources.
- Provide feedback in the job portal concerning FSHP candidates they considered but did not hire, stating the reason(s) the applicants were not hired. The feedback is intended to continuously improve the short-listing and referral process and also ensure that qualified FSHP candidates get a fair chance.

Failure to sign and submit this form to LADWP with the Proposal may render the proposal non-responsive.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative and Date

Print Name and Title of Officer or Authorized Representative

Project Title

FOR INTERNAL LADWP USE

RFP #

AGREEMENT #

APPENDIX P
PROTEST POLICY

PROTEST POLICY AND PROCEDURES

These procedures provide a method for resolving, prior to award, protests regarding the award of contracts by and through the Los Angeles Department of Water and Power's Board of Commissioners (Board). No contractor shall have any right to due process, should the Department fail to follow these procedures, for any reason within its discretion. However, failure by a contractor to follow protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of contract.

1.0 Filing of a Protest: Protests may only be filed by interested parties whose direct economic interest would be affected by the award or non-award of a contract.

Formal protests must be filed in writing to the Los Angeles Department of Water and Power (Department) Supply Services Manager of Purchasing Operations at the address below, and received not later than 3:00 p.m., 14 calendar days after the bid opening or after the receipt of proposals, whichever is applicable, to:

SUPPLY SERVICES MANAGER OF PURCHASING OPERATIONS
CARE OF VENDOR LIAISON CENTER
PROTEST FOR BID/SPEC/RFP NO. _____
LOS ANGELES DEPARTMENT OF WATER AND POWER
PO BOX 51111 RM L43
LOS ANGELES, CA 90051-0100

At the protestor's discretion, a protest may be filed by electronic facsimile to Fax Number (213) 367-2268, with an original copy postmarked by U.S. Mail or any other return receipt means to the addressed specified herein.

Protest submissions shall include the following information:

- a. The name and address of the protestor.
- b. The protestor's relationship to the procurement sufficient to establish that the protest is being filed by an interested party.
- c. The title or identification number.
- d. The specific objection(s) to the content of a solicitation or the award of a contract.
- e. Any documentation that may support the allegations of the protest.

PROTEST POLICY AND PROCEDURES

- f. A statement of the relief requested.

If the protest does not comply with the preceding requirements, it may not be considered for evaluation and may be returned to the protestor who submitted the written documentation without appropriate substantiating information.

The Department is not responsible for lost or otherwise delayed deliveries. A protest not filed within the time limits herein may be rejected without consideration or evaluation.

The Department may consider protests concerning **contract compliance matters** or **the Request for Proposal review and evaluation process** beyond the protest period. These protests will receive due consideration if:

- a. the protest is filed in prior to consideration of award of the contract by the awarding authority, **and**
- b. such protests affects a contractor who appears to have substantial and reasonable prospect of being selected if the protest is accepted.

2.0 Department Response: The Department will respond in writing to each substantive issue raised in timely filed protests. Protests will be evaluated and the Director of Supply Chain Management will issue a written decision on the determination of the protest within 45 calendar days or prior to award of contract, whichever occurs earlier.

3.0 Appeals: Any decision rendered on a contract may be appealed to General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Such appeal must be filed with the Director of Supply Chain Management within 10 calendar days from the date of mailing of the Departments response to the protest. Appeals must contain detailed information regarding the basis of the appeal. The Director of Supply Chain Management will provide a written report to the General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Protesting parties will be notified of the time that the contract will be considered by General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Protesting parties will be given the opportunity to present their arguments to the Contract awarding authority.

Protests and appeals may be withdrawn at any time before a final decision is issued.

APPENDIX Q
DRAFT PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Consultant: *Consultant Name*

Subject: *Subject of Agreement*

Agreement Number: _____

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AGREEMENT NUMBER _____
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
Consultant Name

THIS AGREEMENT is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter the “Department” or “DWP”) and [*Consultant name*], [*location/type of corporation*] corporation (hereinafter the "Consultant" or “Contractor”). Individually, Department and Consultant are referred to under this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

(Note this section should largely reflect the information included in the Board Resolution and is intended to present the basis of the Agreement and conformance to City/Department procedures)

WHEREAS, the Department has a need for consulting services to assist the LADWP with the Operation of the Smart Grid Regional Demonstration Project;

WHEREAS, on XX/XX/XXXX, the Department released a Request for Proposals (RFP) seeking proposals from qualified firms to provide consulting services to assist the LADWP with 1) Integration of existing legacy systems and new systems related to the deployment of a Smart Grid Infrastructure; 2) Support of the project team in the form of subject matter experts (SME) and support resources; 3) Expertise with Smart Grid-related functions as LADWP transitions to and develops a Smart Grid infrastructure; 4) Transfer of expertise and knowledge from the consultant(s) to employees during the contract term; 5) Monitoring of the electric utility industry to remain updated with the latest Smart Grid trends; 6) and Assessment of the current LADWP Smart Grid program and validation against industry standards; and

WHEREAS, the Department evaluated the proposals submitted in response to the RFP, interviewed firms/organizations, and contacted references, and selected the Consultant as being the most qualified firm for the Smart Grid Regional Demonstration Project Consulting Services for Operations Phase; and

WHEREAS, the Consultant has reviewed the services to be provided by the Consultant incorporated in this Agreement, and represents that it has the qualities, expertise, skills, and abilities to perform such work; and

WHEREAS, the services to be performed are of a professional and expert nature, and pursuant to City Charter Section 1022, the Board finds that the services in the Agreements can be performed more feasibly by independent contractors than by City employees.

NOW THEREFORE, in consideration of the premises and of the covenants, representations and agreements set forth herein, the Parties hereby covenant, represent and agree as follows:

ARTICLE I. INTRODUCTION

101. Parties to the Agreement

The Parties to this Agreement are:

- A. The Department having its principal office at 111 North Hope Street, Los Angeles, California 90012.
- B. The Consultant, [*Consultant name*], a [*location/type of corporation*] corporation, having its corporate headquarters located at [*Consultant address*], and having a local office at [*address, include only if applicable to contract*].

102. Representatives of the Parties and Service of Notices

102.1 Authorized Representatives

The representatives of the respective Parties authorized to administer this Agreement, including, but not limited to, Task Order and Change Order Notice approval, and to whom formal notices, demands and communications shall be given are as follows:

- A. The authorized representatives of the Department shall be, unless otherwise stated in the Agreement:

Electrical Engineer
Marcelo Di Paolo
Power System Information & Advanced Technologies
111 N Hope St, Room 851
Los Angeles, California 90012
Facsimile Number: 213-367-3592

And

Contract Administrator
Aram Chavdarian
Power System Information & Advanced Technologies
111 N Hope St, Room 851
Los Angeles, California 90012
Facsimile Number: 213-367-3592

102.2 Service of Notices

Unless otherwise stated herein, formal notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by personal delivery or by certified mail, overnight carrier, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the date of mailing, whichever is applicable, or in the case of a facsimile, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business day following receipt.

If the name or address of the person designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given, in accord with this section, within five (5) business days of said change.

103. Purpose of the Agreement

The purpose of this contract is to engage the Consultant to support the Department in the following Smart Grid project activities: integration of existing legacy systems and new systems related to the deployment of a Smart Grid Infrastructure, support of the project team in the form of subject matter experts (SME) and support resources, expertise with Smart Grid-related functions as LADWP transitions to and develops a Smart Grid infrastructure, transfer of expertise and knowledge from the consultant(s) to employees during the contract term, monitoring of the electric utility industry to remain updated with the latest Smart Grid trends, and assessment of the current LADWP Smart Grid program and validation against industry standards. These activities are in reference to the Department of Energy (DOE) Smart Grid Grant received by LADWP (Award No. DE-OE 0000192) (“Smart Grid Grant”).

**ARTICLE II.
TERM OF THE AGREEMENT**

201. Term of the Agreement

The term of this Agreement shall commence, provided the events identified in Exhibit E, PSC-4 have occurred, upon execution of this Agreement by all Parties hereto and shall terminate thirty-three (33) months thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained Department approval of insurance required herein.

202. Time is of the Essence

The Department and the Consultant understand and agree that "Time is of the Essence" in performance of this Agreement.

**ARTICLE III.
COMPENSATION AND METHOD OF PAYMENT**

301. Compensation

301.1 Not-to-Exceed Amount

The total compensation that may be paid to the Consultant by the Department for complete and satisfactory performance of services under this Agreement shall not exceed XXXXXXXX.

301.2 Authorized Expenditures

Of the total amount of compensation included in Section 301.1 above, the Department shall pay the Consultant for services to be performed, tasks to be implemented, and deliverables to be provided as specified in individual Task Orders executed in accordance with Section 302, Allowable Fees and Costs, and Article V, Task Order Development and Approval, of this Agreement. The Department shall not be liable for payment of monies unless there is a written Task Order approved by the Department's authorized representative(s) identified in Section 102.1 of this Agreement. Therefore, there is no guarantee that the Consultant shall receive any amount of work during the term of this Agreement.

302. Allowable Fees and Costs

The Department shall pay for services established in a Task Order executed in accordance with Article V, Task Order Development and Approval, of this Agreement. based upon the Consultant and subconsultant labor rates established

in Exhibit A, Consultant Labor Rates and Fees, which is attached hereto and made a part hereof. Such labor rates are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of Deliverables, and one electronic copy of Deliverables costs.

302.1 Payment of Subconsultant Costs

The Department shall pay for subconsultant expenses at the actual amount to be paid by the Consultant to the subconsultant, consistent with the subconsultant labor rates and fees established in Exhibit A, Consultant Labor Rates and Fees, or the subconsultant rates established in an authorized Task Order for services provided in accordance with an authorized Task Order and this Agreement. In the event of a conflict between the subconsultant rates established in Exhibit A, Consultant Labor Rates and Fees, and an authorized Task Order, subconsultant costs shall be paid at the lowest rate.

The Consultant may invoice for direct services in the management, oversight, and administration of subconsultants, including the Consultant's reviewing and processing of subconsultant invoices. No markup by the Consultant or subconsultant for subconsultant services of any tier shall be allowed.

302.2 Reimbursement of Travel Expenses

Travel expenses necessary to perform required work for the Department pursuant to an authorized Task Order must be pre-approved by the Department. Department approved travel expenses shall be paid by the Department at the actual cost of such expenses, consistent with Exhibit B, Allowable Travel Expenses, which is attached hereto and made a part hereof. No markup by the Consultant or subconsultant of any tier for travel expenses shall be allowed.

302.3 Other Reimbursable Expenses

Other reimbursable expenses include purchase of special equipment, necessary field supplies and facilities, testing and laboratory services, individual shipping charges in excess of ten dollars (\$10.00), materials, and supplies used in the work performed for the Department pursuant to an authorized Task Order. Reimbursable expenses shall be paid by the Department at the actual cost of such expenses, the expense rates established in Exhibit A, Consultant Labor Rates and Fees, or the expense

rates established in an authorized Task Order, as applicable. In the event of a conflict between the expense rates established in Exhibit A, Consultant Labor Rates and Fees, and an authorized Task Order, expenses shall be reimbursed at the lowest rate. No markup by the Consultant, subconsultant of any tier, or supplier for other reimbursable expenses shall be allowed.

Any items purchased at the request of the Department to accomplish the work in an authorized Task Order shall be charged to the Department, shall become the property of the Department, and shall be delivered to the Department by the Consultant upon request or completion of the Task Order. Any other items purchased by the Consultant for performance of services pursuant to an authorized Task Order shall be the property of the Consultant, shall not be charged to the Department, and shall not be reimbursed by the Department.

302.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight (8) hours a day, on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable shall be based on the labor rates established in Exhibit A, Consultant Labor Rates and Fees. In special circumstances an overtime or labor rate premium may be allowed at the sole option of the Department, with prior written approval by the Department authorized representative designated in Section 102 of this Agreement.

302.5 Taxes

All costs contained herein are inclusive of any applicable State of California Sales Tax, California Use Taxes or Federal Excise Tax. Such taxes are the only taxes for which the Department shall be liable for payment and any such taxes paid by the Consultant for tangible property to be delivered to the Department pursuant to Section 302.3 of this Agreement shall be separately identified on the Consultant's invoices. The Consultant agrees to abide by the Board of Equalization's determination for all sales or use taxes and payment thereof, and shall adjust for any overpayment or underpayment of such taxes to date on the next regularly scheduled invoice following receipt of the determination. The Consultant agrees to assist the Department in preparing and filing any application for a refund of any overpayment of such taxes. In the event that pursuant to state or federal law, the Department is required to pay taxes for tangible property delivered to the Department by the Consultant pursuant to Section 302.3 of this Agreement directly to the state, the amount of said taxes shall be deducted from the costs contained herein.

303. Method of Payment

Payment for Consultant services shall be made in accordance with authorized Task Orders. The Consultant shall submit invoices to the Department in accordance with authorized Task Orders, with the billings against each individual Task Order tracked separately. Each invoice shall be accompanied by a statement detailing the services performed, tasks completed and the deliverables provided for which payment is requested, supporting documentation, and the LADWP Subcontractor Tracking Form, or its successor reporting format.

303.1 Required Invoice Information

Invoices shall be submitted by the Consultant to the Department in triplicate. The following information shall be included in each invoice submitted by the Consultant to the Department:

1. Consultant name, address, and vendor code number as registered on the Department vendor database.
2. City of Los Angeles Business Tax Registration Number
3. Date of invoice
4. Invoice number
5. Contract number
6. Summary of individual Task Orders, including amount of current invoice, total invoiced to date, total authorized Task Order amount, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order.
7. Taxes
8. Total amount of invoice
9. Description of services and deliverables provided related to each individual Task Order and associated costs
10. Supporting documentation for all costs and expenses, in a format acceptable to the Department.
11. Following certification statement signed by the Consultant:
“I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq.
12. Approval signature blocks for Department project manager and Department authorized representative(s) identified in Section 102.1, Representative(s) of the Parties and Service of Notices, of this Agreement.

13. An accompanying LADWP Subcontractor Tracking Form, or its successor reporting format, identifying the amounts paid to each authorized subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated subconsultant percentages identified in Exhibit C, List of Subconsultants, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in subconsultant utilization.
14. Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was conducted, and for whom no disqualifying information (including felonies, offenses or moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between the Consultant and LADWP) has been found.

Invoices shall be submitted to:

*Contract Administrator
Power Systems Information and Advanced Technologies
Los Angeles Department of Water and Power
111 N. Hope St.
Room 851
Los Angeles, CA 90012*

Consultant's failure to submit accurate and all required information shall result in Department's rejection of the invoice and non-payment.

303.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice the Department on a monthly basis for costs and expenses. The Consultant shall provide documents supporting costs and expenses, including copies of receipts or invoices for expenses in excess of \$25.00, summary of total hours worked by specified individual Consultant employees and the applicable hourly rate, and time sheets or payroll records as appropriate to support individual employee hours worked, with each monthly invoice. Payment shall be made within forty-five (45) calendar days of receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1 of this Agreement and authorized Task Orders.

303.3 Fixed Price Task Order Invoices

For Task Orders specifying a lump sum method of payment, payment shall be made within forty-five (45) calendar days after review and approval of the deliverable by the Department or receipt of the Consultant's invoice prepared in accordance with the requirements of Section 303.1, whichever is later.

303.4 Notice of Items Not Approved for Payment

The Department project manager will review the Consultant invoice within fifteen (15) working days and notify the Consultant of any missing or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any deliverables, labor, or reimbursable expenses invoiced by the Consultant are not approved for payment, the Department shall provide the Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet with the Consultant to discuss such issues. Any disputes between the Department and the Consultant regarding invoices costs and expenses shall be resolved in accordance with Article X, Disputes, of this Agreement. The Department shall pay undisputed invoice amounts.

303.5 Notification of Status of Task Order Expenditures

The Consultant shall notify the Department in writing when costs reach 50 and 75 percent of the authorized Task Order amount. Such notice shall include an assessment of whether or not the tasks assigned in the Task Order can be completed within the authorized expenditure amount, and if not the Consultant shall propose suggested modifications to the Task Order for consideration by the Department. Failure of the Consultant to provide such written notification may result in late payment of invoices by the Department.

303.6 Timely Invoicing

All charges related to the performance of the Consultant's work or services for any Task Order, including subconsultant and other reimbursable expenses, shall be invoiced by the Consultant to the Department within six (6) months of the cost or expenses being incurred by the Consultant or subconsultant. The Department shall not reimburse the Consultant for any costs, expenses, work, or services invoiced to the Department six (6) months after the date the costs were incurred by the Consultant or subconsultant.

303.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that shall increase the Department's total obligation above the maximum authorized amount set forth in Section 301.1 of this Agreement shall be subject to prior approval by the Board of Water and Power Commissioners. The Department shall not be obligated to pay for work performed by the Consultant for any such changes made in violation of this Agreement.

ARTICLE IV. SERVICES TO BE PROVIDED

401. Services to be Provided by the Consultant

During the term of this Agreement, the Consultant shall provide the services, implement the tasks, and provide the Deliverables identified in Task Orders authorized by the Department in accordance with Article V, Task Order Development and Approval, of this Agreement and consistent with the service detailed in this Section 401.

401.1 Description of Consultant Services

The Consultant shall provide the following services:

1. Provide project management and technical support relating to all aspects of the two-year operations of the Smart Grid Regional Demonstration Program; which includes, but is not limited to operating manuals, new procedures, new processes, modifications of any existing operation orders, and development of any new operating orders;
2. Provide maintenance of the SGRDP, which includes, but is not limited to maintenance manuals, new maintenance procedures, processes, schedules, and modifications to any existing maintenance documents requiring modification;
3. Provide daily support and facilitate coordination among the project teams in the operation of Smart Grid Demonstrations in the areas of Advanced Metering Infrastructure, Customer Behavior, Cyber Security, Demand Response, and Electric Vehicles, Renewable Integration (Distributed Generation), Transmission Automation, Substation Automation, Distribution Automation, Communication Systems, Demand Side Management;
4. Ensure the full integration of current LADWP legacy systems with new systems deployed as required by the SGRDP, which shall include, but is not limited to development of adapters, interfaces, software ((i.e. Oracle, STI) and integrators between systems as required for the

operation and maintenance of any system identified as part of the Smart Grid infrastructure, validation of any data, and subject matter expertise. the training of project managers and installation crews as pertaining to integration processes;

5. Provide support for systems engineering and all individual projects;
6. Develop an overall Smart Grid Architecture;
7. Establish a project value management system;
8. Develop system data flow diagrams;
9. Provide troubleshooting expertise in all areas of the SGRDP to ensure that all deliverables are met and all demonstrations are successfully executed;
10. Develop operational and maintenance reports as required by the DoE, CEC, and City of Los Angeles Reporting; which includes, but is not limited to DOE monthly progress reports, Standard Form 425, and OMB 1512 Quarterly Reports, Metrics and Benefits reports, health status reports, expense calculator, job calculator, job creation reports, and all ad hoc reports, as requested;
11. Gather all required information and create reimbursement requests (Standard Form 270) that capture all expenditures for the SGRDP;
12. Develop reports detailing technical requirements related to the operation and integration of Smart Grid systems;
13. Provide quality control for all reporting;
14. Prepare all procedural changes necessary to operate the Smart Grid infrastructure;
15. Evaluate and process future RFPs for Smart Grid-related materials and services;
16. Provide documentation of all aspects of the operation of the SGRDP, including but not limited to invoicing, project accounting, and risk management; project meeting agendas, meeting minutes, and action item lists;
17. Maintain the SGRDP organizational chart and individual project organizational charts;
18. Monitor the electric utility industry for LADWP to remain updated with the latest Smart Grid trends;
19. Provide support for the customer engagement effort;
20. Assist in the development of all new department standards related to Smart Grid deployment and validate the LADWP SGRDP against industry standards;
21. Transfer all skills and knowledge relevant to the above services to LADWP employees during the contract term through training sessions and the development of design, standards, and procedural manuals;

Notwithstanding any other provision of this Agreement, the Consultant shall perform such other work and deliver such other items as are necessary to ensure that the services and deliverables provided under this

Agreement meet the requirements set forth in this Agreement, including all Exhibits.

401.2 Department Approval of Work

All services, work, tasks, and deliverables are subject to Department approval, which approval shall not be unreasonably withheld. Failure to receive approval may result in withholding compensation for such services, work, tasks, and deliverable pursuant to Article III, Compensation and Method of Payment, of this Agreement.

401.3 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by the Department of any task or deliverable, or any part thereof, shall not relieve the Consultant of the responsibility to meet all of the requirements as set forth in this Agreement. The Consultant shall have no claim for additional costs due to correction of its errors or omissions in said previously approved Deliverables or any other action that may be necessary to comply with this Agreement, including all Exhibits, and authorized Task Orders.

401.4 Industry Standard of Care

The Consultant shall perform the work described herein in accordance with industry standards of care and shall reflect competent professional knowledge and judgment.

401.5 Additional Services

In the event that the Department requires services in addition to those specified in this Agreement, the Consultant agrees to provide such services in accordance with Article IX, Amendments and Changes to this Agreement, of this Agreement. Prior to performance of additional work, this Agreement shall be amended to include the additional work and payment therefor.

401.6 Safety and Non-Interference

The Consultant shall arrange facility visits with the Department who shall advise the Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of Department personnel when visiting any facility.

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of the Department or any other City department.

401.7 First Source Hiring Program

1. The Consultant shall designate a liaison to facilitate effective implementation of the First Source Hiring Program (FSHP) and have the designee register with the program online, prior to the beginning of contract work. The Consultant shall also ensure that subconsultants working on the contract comply with the requirements of FSHP, including having them sign the Pledge of Compliance and submitting the same to LADWP's Economic Development Division.
2. The Consultant shall provide the LADWP's Economic Development Division the number of anticipated employment opportunities resulting from each applicable contract within **fifteen business days** of establishing the contract. Specifically exempt from FSHP are trade positions or jobs for which the hiring procedures are subject to collective bargaining agreements which conflict with FSHP.
3. The Consultant shall notify LADWP of subsequent employment opportunities by creating a requisition to fill vacant positions in the FSHP job portal at least **ten business days** prior to publicly advertising such vacancies; and
4. The Consultant shall first consider qualified applicants referred from the FSHP database before seeking candidates from other sources;
5. The Consultant shall provide feedback in the job portal concerning FSHP candidates they considered but did not hire, stating the reason(s) the applicants were not hired. The feedback is intended to continuously improve the short-listing and referral process and also ensure that qualified FSHP candidates get a fair chance.

Failure by the Consultant to comply with the above requirements may be deemed a material breach of the contract for which LADWP may exercise commensurate contractual and legal remedies.

402. Background Check Certification Requirements

The Consultant shall (1) perform the required background checks of all designated principals, employees and/or subconsultants of the Consultant; and (2) not assign principals, employees and/or subconsultants of the Consultant convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto (including, without limitation, the attachment entitled, "Exhibit F, Background Check Certification"), shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination

for breach of contract without opportunity to cure, without liability on the part of LADWP.

Consultant agrees to submit a statement along with any invoices or billing associated with the Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Consultant was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section. Consultant is advised that submission of a false claim for payment to LADWP may subject Consultant to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 et. seq.). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP.

None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate if for damages caused by the Consultant's failure to comply with this section.

403. Department Responsibilities

If the Department, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects the Consultant's performance hereunder or if the Department is unable to approve the services, work, tasks, or deliverables, or perform its other responsibilities, in accordance with the agreed upon time schedule established in an authorized Task Order, the schedule may be adjusted in accordance with the provisions of Article IX, Amendments and Changes To The Agreement, of this Agreement. The Consultant agrees to cooperate with the Department to minimize, and if possible, to eliminate the impact of any delays on completion of the services, work, tasks, or deliverables. The Consultant shall promptly notify the Department if delays, regardless of the cause, begin to put the schedule or authorized Task Order budget in jeopardy.

404. Consultant Personnel

404.1. Key Consultant Personnel

Key Consultant personnel to be assigned to this Agreement are identified in the List of Key Consultant Personnel set forth in Exhibit D, which is attached hereto and made a part hereof. Exhibit D, List of Key Consultant Personnel, also contains a description of the Consultant's business location the person is assigned to, the position within the Consultant's organizational hierarchy, special expertise of the person, the number of years employed by the Consultant, and the number of years of experience for each person identified in Exhibit D. Key Consultant personnel shall be

available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

The Department considers the services of the Consultant's key personnel listed in Exhibit D, List of Key Consultant Personnel, essential to the Consultant's performance under this Agreement. The Consultant shall not reassign any key personnel without the Department's prior written consent. The Department shall have the right to approve or disapprove the reassignment of Consultant key personnel listed in Exhibit D for any reason at its sole discretion.

404.1.1 Unavailability of Key Personnel

In the event individual key personnel listed in Exhibit D are terminated either by the Consultant or the individual, with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to the Department written notification detailing the circumstances of the unavailability of the individual key personnel and designating replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel that have a level of experience and expertise equivalent to the unavailable individual key personnel for Department review and approval.

The Department shall review and approve or disapprove any personnel who are designated as key personnel. The Department shall act reasonably in exercising its discretion to approve or disapprove any key personnel.

The Consultant recognizes and agrees that early notification of the unavailability of key Consultant personnel and proposed replacement personnel is essential to avoiding delays in completing the services, work, tasks, and deliverables established in this Agreement or authorized Task Orders since the award of this agreement was predicated upon the competency of the Key Personnel provided.

404.2 Removal of Consultant Personnel

The Consultant agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the Department within 24 hours or as soon thereafter as is practicable.

405. Consultant Use of Subconsultants

Subconsultants, including but not limited to individuals, contract employees, sole proprietors, firms, and corporations, designated to perform work under this Agreement are identified in Exhibit C, List of Subconsultants. Exhibit C, List of Subconsultants, also contains a description of the service, task responsibilities, and anticipated participation (percentage of overall cost of services) of each subconsultant identified in Exhibit C.

Notwithstanding the fact that the Consultant is utilizing subconsultants, the Consultant shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement and authorized Task Orders.

The Department has no obligation to any subconsultant and nothing herein is intended to create any privity between the Department and the Consultant's subconsultants.

405.1 Department Pre-Approval of Subconsultants

The Department shall pre-approve, in writing, the Consultant's utilization of subconsultants in the event that additional subconsultants or substitutions for subconsultants listed in Exhibit C, List of Subconsultants, are proposed by the Consultant. This applies to individuals, contract employees, sole proprietors, firms, and corporations.

405.2 Subconsultant Subcontracting

Subconsultant's subcontracting or delegation of services is expressly prohibited unless approved in writing by the Department.

405.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Sections 404.2 and 1103, the provisions of Article VI, Ownership, and Article VII, Confidentiality, Restrictions on Disclosure, and, PSC-13, PSC-19, PSC-21, PSC-22, and PSC-24 of this Agreement.

405.4 Copies of Consultant Subconsultant Contracts

The Consultant shall provide the Department with copies of Consultant subconsultant contracts associated with the performance of this Agreement within fifteen (15) working days of execution of such contracts by the Consultant.

The Consultant is solely responsible for ensuring that all subcontracts comply with the provisions and the terms of this Agreement, as applicable.

ARTICLE V. TASK ORDER DEVELOPMENT AND APPROVAL

501. Task Order Development

During the term of this Agreement the Department shall have the right to request Task Orders within the general scope of work contemplated by this Agreement and consistent with Exhibit A, Consultant Labor Rates and Fees. Task Orders may be based either upon a lump sum or a time and materials basis.

501.1 Task Order Proposal

A Department Task Order proposal shall specify the following:

1. Purpose and Objective
2. Prerequisites to Consultant's performance
3. Scope of Work
4. Schedule
5. Premises (assumptions, conditions, restrictions, project location, etc.)
6. Key Consultant and subconsultant personnel required for the task
7. Applicable rate schedules
8. Method of compensation (i.e. lump sum or time and materials)
9. Department designated Task Order administrator, if different than the project manager identified in Section 102.1 of this Agreement.

501.2 Task Order Development

Within ten (10) calendar days following the Consultant's receipt of the Department's written Task Order proposal, the Consultant, at its own expense, shall prepare and deliver to the Department a written response to the Department's request evaluating the Task Order proposal for

completeness, clarity, ability to perform the work and services, schedule, and proposed use of subconsultants and Consultant personnel. The Consultant may suggest to the Department that changes be made to the work and services contemplated in the Task Order proposal. The Consultant shall provide the Department with a detailed cost estimate, including identification of all required personnel, rates, and hours of effort, for the requested Task Order proposal.

In the event that subconsultants, Consultant personnel, or expenses not included in Exhibit C, List of Subconsultants, or Exhibit A, Consultant Labor Rates and Fees, are required by the Consultant to complete the task, the Task Order shall specifically include such additions to the appropriate Agreement Exhibits for approval and authorization by the Department.

The Consultant shall provide a summary of overall subconsultant utilization for the Task Order and the Agreement as whole, and explain any deviations from the anticipated subconsultant participation identified in Exhibit C, List of Subconsultants, and recommendations for recovering any shortfalls in subconsultant utilization.

Upon the Department's review of the Consultant's written response to the Task Order proposal, the Department and Consultant shall cooperatively work to develop a Task Order. To that end, informal exchanges between the Consultant and Department Task Order administrator or project manager are encouraged to aid in the development of a Task Order.

The Department and the Consultant agree to make a good faith effort to reach a mutually agreed upon lump sum or time and materials Task Order for services based upon the Consultant labor rates established in Exhibit A, Consultant Labor Rates and Fees. Failure to agree on the price of such Task Orders shall be treated as a dispute and subject to the provisions of Article X, Disputes, of this Agreement.

501.3 Task Order Approval and Authorization

A Task Order executed by the Department's authorized representative(s) as identified in Section 102.1 of this Agreement, or their designee established in writing, shall be delivered to the Consultant for execution, consistent with Section 102.1 of this Agreement. The Task Order shall contain the full and complete agreement among the Parties regarding the work and services contemplated in the Task Order. The Department shall not be liable for payment for Consultant services, work, tasks, deliverables or costs which are performed outside an authorized Task Order.

501.4 Task Order Modifications

The Department or Consultant may seek modifications to an authorized Task Order to address needed services, work, tasks, deliverables, or costs associated with the task assignment or to address changed conditions. Such Task Order modifications shall be processed in accordance with the Task Order development procedures established in this Article V, Task Order Development and Approval.

The Consultant shall notify the Department in writing as soon as the Consultant becomes aware that the tasks assigned in an authorized Task Order may not be able to be completed for the authorized expenditure amount. In such an event the Consultant shall propose suggested modifications to the Task Order for consideration by the Department. The Consultant agrees and acknowledges that failure to provide such notice to the Department could result in negative impacts to the Department and project completion.

ARTICLE VI. OWNERSHIP

601. Ownership Rights

It is understood and agreed that the deliverables are being developed by the Consultant for the sole and exclusive use of the Department and that the Department shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. All work performed by the Consultant on deliverables and any supporting documentation therefor shall be considered as "Works-Made-for-Hire" (as such are defined under the U.S. Copyright Laws and international treaties) and, as such, shall be owned by and for the benefit of the Department. The Department owns any and all trademarks, patents, copyrights, and any other intellectual property rights for any and all deliverables generated as a result of this Agreement, regardless of the state of completion of said deliverables.

In the event it should be determined that any such deliverables or supporting documentation, or parts thereof, do not qualify as a "Works-Made-for-Hire" the Consultant shall and hereby does transfer and assign to the Department for no additional consideration, all right, title, and interest that it may possess in such deliverables and documentation including, but not limited to, all copyrights to the work and all rights comprised therein, and all proprietary rights relating thereto. Upon request, the Consultant shall take such steps as are reasonably necessary to enable the Department to record such assignment. Further, the Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the Department all rights, title, and interest, including copyrights to all such "Works-Made-for-Hire."

601.1 Use of Deliverables

The Department has the right to use or not use the deliverables and to use, reproduce, re-use, alter, modify, edit, or change the deliverables as it sees fit and for any purpose. If the Department determines that a deliverable, or any part thereof, requires correction prior to Department approval, the Department has the absolute right to use the deliverable until such time as the Consultant can remedy the identified deficiency.

601.2 Execution of Ownership Documents

The Consultant shall sign, upon request, any documents needed to confirm that the Deliverables or any portion thereof are "Works-Made-for-Hire" and to effectuate the assignment of its rights to the Department.

602. Warrant Against Infringement

The Consultant warrants that the performance of the services by the Consultant or its subconsultants of any tier, pursuant to this Agreement, shall not in any manner constitute an infringement or other violation of any trademark, copyright, patent and/or trade secret of any third party.

603. Subconsultants Subject to This Article VI

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article VI, Ownership. The Consultant shall contractually require all persons performing under this Agreement, including all subconsultants, to assign to the Department all rights, title, and interest, including copyrights to all Deliverables and other "Works-Made-for-Hire."

604. Survival of Provisions

The provisions of this Article VI, Ownership, shall survive termination and expiration of this Agreement.

ARTICLE VII. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

701. Confidentiality

All documents, records, and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant, during performance of this

Agreement shall remain the property of the Department. All documents, records and information provided by the Department to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for the Department shall be used only for the purpose of carrying out Department business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of Department documents, records, and information in its possession.

701.1 Document Access/Control

- A. The Consultant shall make the confidential information provided by the Department to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, available to its employees, agents and /or subconsultants, only on a need-to-know basis. Further, the Consultant shall provide written instructions to all of its employees, agents and subconsultants, with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The Consultant shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- B. The Consultant shall not remove documents, records, or information used or reviewed in connection with the Consultant's work for the Department from Department facilities without prior approval from the Department. The Consultant shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by the Department that are reviewed during work on this Agreement.
- C. The Consultant shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information provided. However, with prior written approval from the Department, the Consultant may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.

- D. The Consultant shall document and immediately report to the Department any unauthorized use or disclosure of confidential information of which the Consultant becomes aware.
- E. The Consultant shall require that all its employees, agents, and subconsultants who shall, or may, review, be provided, or have access to Department data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VII, Confidentiality and Restrictions on Disclosure, prior to performing work under this Agreement.

701.2 Return of All Documents to the Department

The Consultant shall, at the conclusion of this Agreement or at the request of the Department, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Consultant during the course of work under this Agreement to the Department, and all paper and electronic copies thereof provided. However, the Consultant may retain duplicates and originals, as appropriate, of Consultant's administrative communications, records, files, and working papers relating to the services provided by the Consultant pursuant to this Agreement. Consultant shall under no circumstances retain any copies of Department financial or Department employee or customer confidential data or information.

701.3 Work Product and Deliverable Confidentiality

Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Consultant shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Consultant may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Consultant does not disclose any non-public information. The Consultant may not release any information, whether or not such information is public information, to the media without prior written approval from the Department.

701.4 Subconsultants Subject to This Article VII

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article VII, Confidentiality and Restrictions on Disclosure.

702. Survival of Provisions

The provisions of this Article VII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

703. Reference Checks

To the extent permitted by applicable law, the Department may conduct reference checks on the Consultant, its employees, agents, and subconsultants who shall have, or may have, access to Department customer, employee, power system, or water system information and data during performance of this Agreement. The Consultant recognizes the highly sensitive nature of such information and data and agrees to cooperate with the Department and provide, to the extent permitted by applicable law, whatever information the Department requires in order to conduct reference checks. The Department may request changes to Consultant personnel pursuant to Section 403.2 of this Agreement in response to reference check information, and the Consultant shall accommodate such request for personnel changes.

ARTICLE VIII. TERMINATION AND SUSPENSION

801. Termination for Convenience

- A. The Department may terminate this Agreement, or any part hereof, for its convenience upon giving at least thirty (30) calendar days written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.
- B. After receipt of a notice of termination and except as otherwise directed by the Department, the Consultant shall:
 - 1. Stop work under the Agreement on the termination effective date and to the extent specified in the notice of termination.
 - 2. Deliver to the Department, within ten (10) calendar days after termination, any and all data, reports, other documents, and deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.

3. Transfer title to the Department (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by the Department, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- C. The amount due the Consultant by reason of termination for the Department's convenience shall be determined as follows:
1. The Consultant shall be paid on the basis of work completed as set forth in authorized Task Orders after Department review and approval of the work.
 2. The Consultant shall also be compensated by the Department on a percentage completed basis of the applicable Deliverables for work in process, when appropriate, in compliance with authorized Task Orders after Department review and approval of the work.

802. Termination for Cause

- A. The Department may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten (10) calendar days from the date of the Department's notice of breach to cure, or diligently commence to cure such breach. The Department's notice of breach shall include a time and location for the individuals identified in Section 102.1 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of breach. If the Consultant is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten (10) day timeframe, the Department may terminate this Agreement anytime thereafter upon providing the Consultant written notice.
- B. If this Agreement is terminated for cause, the Consultant shall comply with Section 801B, above. The Department shall pay for the Department accepted deliverables, less the amount of any damages incurred as a result of the Consultant's failure to perform its responsibilities under this Agreement.

803. Suspension of Work

The Department may orally direct the Consultant to suspend, and to subsequently resume performance of all or any of the work. Such Department direction shall be confirmed in writing. In the event that the Department suspends work, the authorized Task Order scheduled and budget shall be adjusted as appropriate in accordance with the provisions of Section 501.4 of this Agreement.

**ARTICLE IX.
AMENDMENTS AND CHANGES TO THE AGREEMENT**

901. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the Consultant, extension of the term, and any increase or decrease in the amount of compensation authorized in Section 301.1 of this Agreement, agreed to by the Parties, shall be incorporated into this Agreement by a written amendment properly executed and signed by the Board of Water and Power Commissioners and the person(s) authorized to bind the Consultant thereto.

Agreement extensions that result in an Agreement term of greater than three (3) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

902. Change Requests

902.1 Department Change Requests

During the term of this Agreement the Department shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with the work described in Section 401, Services to be provided by the Consultant, of this Agreement. A "change," as that term is used in this Section means adjustments made within the scope of the services to be provided by the Consultant established in Section 401 of this Agreement, including adjustments to schedule, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 301.1 of this Agreement. The Department shall make a formal written request with respect to each change it desires to make.

902.2 Change Order Development

Within ten (10) calendar days following the Consultant's receipt of the Department's written change request, the Consultant, at its own expense, shall prepare and deliver to the Department a written statement that includes the following:

1. Impact the change would have on existing Consultant service requirements and characteristics;
2. Impact of the change on authorized Task Orders and any other part of this Agreement.

The Consultant may suggest to the Department that changes be made to the work within the general scope of the work contemplated in this Agreement. All such suggested changes shall be made in accordance with the provisions of this Section.

Upon the Department's review of the Consultant's written response to the change request proposal, the Department and Consultant shall cooperatively work to develop a change order or administrative amendment. To that end, informal exchanges between the Consultant and Department are encouraged to aid in the development of a change order or administrative amendment.

902.3 Change Order Approval and Authorization

Upon approval of the Consultant's written statement prepared pursuant to Section 902.2, the Department's authorized representatives as identified in Section 102.1, of this Agreement, or their designee established in writing, the Department shall deliver to the Consultant a change order (hereinafter "Change Order Notice" or "Administrative Amendment") for execution, consistent with Section 102.1 of this Agreement. The Change Order Notice or Administrative Amendment shall contain the full and complete agreement among the Parties regarding the modifications to the scope of services to be provided.

903. Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- (a) Latest Amendment
- (b) Agreement
- (c) Latest Change Order
- (d) Task Assignment
- (e) Other reference documents
- (f) Response dated [*insert proposal date*]

ARTICLE X. DISPUTES

1001. Disputes

1001.1 Dispute Resolution

Both Parties shall agree to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, the Department and the Consultant shall schedule a meeting of the individuals identified in Section 102.1 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within 10 days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter. No verbal or written agreement nor conversation with any officer or employee of either Party, including, but not limited to, proposals, e-mails, and other communications, shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except as provided for in Article IX, Amendments and Changes to the Agreement.

1001.2 Continued Work

The Consultant and the Department shall continue to perform work under the Agreement during any dispute.

1001.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et. seq.*

ARTICLE XI. STANDARD PROVISIONS

1101. Standard Provisions for Department Contract

The Consultant shall comply with the *Standard Provisions for Department of Water and Power Professional Service Contracts (Revised April, 2012)*, which are attached hereto as Exhibit E, and made a part hereof.

1102. Audit Cost Recovery

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision of the Standard Provisions PSC-22 for Department of Water and Power Professional Service Contracts reveals that the Department overpayment to the Consultant is more than 5% of the billings reviewed, the Consultant shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Consultant to the Department within fifteen (15) calendar days of notice to the Consultant of the costs and expenses.

1103. Infringement of Intellectual Property Rights

- A. Consultant will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action (hereinafter "Action") against the Department, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trade marks, service marks, and other proprietary information or rights (collectively "Intellectual Property Rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant in the construction of the work under this Agreement; or (2) as a result of the Department's actual or intended use under the specifications contained herein by the Department of any product furnished by Consultant (hereinafter "Consultant Product". Consultant Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Consultant also shall indemnify the Department against any loss, cost, expense, liability, and damages finally awarded against the Department for settlement as a consequence of such Action.
- B. Consultant, however, shall have no liability to the Department hereunder with respect to any claim of infringement which is based upon the combination or utilization of the Consultant Product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by the Department of the Consultant Product furnished hereunder.

- C. In Consultant's defense of the Department, negotiation, compromise, and settlement of any such infringement action, the Department shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the City Charter, particularly Article II, Sections 271, 272 and 273 thereof.
- D. In addition, if any part of the Consultant Product (a) becomes the subject of an action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, Consultant shall, with the Department's consent, do one of the following immediately. Consultant shall at its expense either: i) procure for the Department the right to continue using said part of the product; ii) replace the product with a functionally equivalent, non-infringing product; or iii) modify the Product so it becomes non-infringing.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the Department or diminish the intended benefits and use of the Consultant Product by the Department under the specifications herein. If Consultant proves to the Department's satisfaction that none of option (i), (ii), or (iii) is commercially feasible, Consultant shall instead refund the full purchase price of the product.

- E. Rights and remedies available to the Department hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.
- F. This Section 1103 shall survive the expiration or other termination of this Agreement.

1104. Avoidance of Conflicts of Interest

Consultant will not accept any employment during the term of the Agreement from any other party if such employment is, could represent, or could lead to a conflict of interest between the Department, Consultant, or the other party.

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Section 1104, Avoidance of Conflicts of Interest.

ARTICLE XII. ENTIRE AGREEMENT

1201. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except provided by Article IX, Section 902.1, Department Change Request, signed on behalf of the Department and Consultant and by their duly authorized representatives. Any purported oral amendment to this Agreement shall have no effect.

1202. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-two (32) pages and six (6) Exhibits, which constitute the complete understanding among the Parties.

1203. Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

[Signature page follows].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

*Two company executive signatures
are required*
For: *CONSULTANT'S NAME*

DEPARTMENT OF WATER AND
POWER OF THE CITY OF LOS
ANGELES BY BOARD OF WATER
AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By: _____
RONALD O. NICHOLS
General Manager

By: _____
Managing Principal

Date: _____

Date: _____

And: _____
BARBARA E. MOSCHOS
Secretary

By: _____
Vice-President

Date: _____

City Business Tax Registration Certificate Number:
Internal Revenue Service ID Number:
Agreement Number _____

EXHIBIT A

Consultant Labor Rates and Fees

Labor Category	Hourly Rate
<i>Consultant's Name</i>	
Project Director	
Manager	
<i>Subconsultant 2</i>	
Senior Manager	
Manager	
<i>Subconsultant 2</i>	
Manager	
Senior Associate	
<i>Reimbursable Expenses</i>	
Drill Rig	

The Department will reimburse reasonable and necessary subconsultant costs at the actual amount paid by the Consultant to the subconsultant, consistent with the subconsultant rates established in this Exhibit. The Department will not pay mark-up on subconsultant services, costs, or expenses.

EXHIBIT B

Allowable Travel Expenses

[NOTE: These rates are as of July 1, 2012.]

The Department will reimburse the Consultant, at actual cost, for reasonable, necessary, authorized and approved incidental expenses while performing the work. These expenses will include, but not limited to:

- 1.1 Air Fare and Car Rental:
Air fare is limited to coach class only. Car rental is limited to one compact rental per 4 passengers per trip. Original receipts for airfare and car rental must be submitted.
- 1.2 Meal and Lodging Expenses:
 - 1.2.1 Meal expenses will be reimbursed up to a maximum of three meals per day. The total daily cost for three meals must be reasonable; including snacks and gratuities (not to exceed 15%) is limited to \$57.99. The following Breakdown for Meals shall be used as a guideline:

Breakfast	\$13.99
Lunch	\$18.02
Dinner	\$25.99

Meal receipts must be the detailed receipts. Reimbursement will not be made for alcoholic beverages.
 - 1.2.2 Lodging expenses up to a maximum limit of \$168.81 per day (Los Angeles area) or \$114.00 (Fresno area). This should include taxes and tips. Tips and gratuities shall not exceed 15%, where reasonable and customary. Lodging receipts must show paid in full with zero balance owed.
 - 1.2.3 Meals and Lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in this Agreement.
 - 1.2.4 Original receipts must be submitted for necessary travel expenses \$25.00 or more.
- 1.3 Mileage for non-rental car travel will be paid at the rate per Department's Administrative Bulletin for Mileage Reimbursement in effect at the time of travel. As of July 1, 2012, this rate is fifty-five and one-half cents (\$0.555) per mile.

No additional mark-up on Consultant or subcontractor work will be allowed.

EXHIBIT C
List of Subconsultants

The following subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Task/Service Responsibilities	Location	Firm Type (MBE/WBE/OBE)	Anticipated Compensation*

* Subconsultant participation is estimated and may be modified to reflect actual services requested.

EXHIBIT D

List of Key Consultant Personnel

The following people are designated as Consultant's Key Personnel:

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant/ Experience

[Note: all Labor categories listed should also appear on Exhibit A Consultant Labor Rates and Fees. Any subconsultant personnel that are key to the Project should also be included in this Exhibit]

EXHIBIT E

STANDARD PROVISION FOR DEPARTMENT OF WATER AND POWER PROFESSIONAL SERVICE CONTRACTS

PSC-1 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against the Department or the Consultant. The word "Consultant" herein and in any amendment hereto includes the Party or Parties identified in this Agreement wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one Consultant herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of feminine, masculine, or neuter gender shall be deemed to include the genders not used.

PSC-2 Number of Originals

The number of original texts of this Agreement shall be equal to the number of the Parties hereto, one text being retained by each Party.

PSC-3 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

If any part, term or provision of this Agreement shall be held invalid, void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions shall not be affected or impaired thereby.

The provisions of this section shall survive the expiration or termination of this Agreement.

EXHIBIT E

PSC- 4 Time of Effectiveness

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

- (a) This Agreement has been signed on behalf of the Consultant by the person(s) authorized to bind the Consultant hereto.
- (b) This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- (c) The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- (d) This Agreement has been signed on behalf of the Department by the person designated by the Board, officer or employee authorized to enter into this Agreement.

PSC-5 Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements and understandings, whether written or oral, relating hereto. This Agreement may be amended only as provided for in paragraph PSC-6.

PSC-6 Amendment

All amendments hereto shall be in writing and signed on behalf of both Parties by the persons authorized to bind the Parties hereto.

PSC-7 Excusable Delays

In the event that performance on the part of any Party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder shall include, but are not limited to, acts of God or of the public enemy; insurrection; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; to the extent that they are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.

EXHIBIT E

PSC-8 Breach

Except for excusable delays as defined in PSC-7, if any Party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation, warranty, certification or other statement made by it be untrue, any aggrieved Party may avail itself of all rights and remedies, at law or equity, in the courts of law.

PSC-9 Waiver

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

PSC-10 Independent Consultant

The Consultant is acting hereunder as an independent contractor and not as an agent or employee of the Department or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's subconsultants, suppliers, employees, and agents, shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Department for any purpose whatsoever. The Consultant shall not be entitled to any Department or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

PSC-11 Prohibition Against Assignment or Delegation

The Consultant may not, unless it has first obtained the written permission of the Department, such permission may be withheld at the Department's sole discretion for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Consultant

- (a) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12 Licenses and Certifications

The Consultant and its officers, agents, and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Consultant's performance hereunder and shall pay any fees required therefor. Such licenses, permits, certifications shall be specific to the State of California or regional regulatory agencies, as applicable to Consultant's services, work, task, and deliverables pursuant to this

EXHIBIT E

Agreement. Consultant agrees to immediately notify the Department of any suspension, termination, lapse, non-renewal, or restriction of such licenses, permits, certifications, or other documents.

PSC- 13 Non Discrimination/Equal Employment Practices/Affirmative Action

Non Discrimination and Equal Employment Practices

The Consultant shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap. The Consultant shall complete, sign, and submit to the Department the “Non-Discrimination and Equal Employment Practices” (2 pages) affidavit.

Affirmative Action Plan *[if the contract is for Non-Construction services and is estimated at \$100,000, use the following clause]*

The Consultant shall have an Affirmative Action Plan on file with the Director of Supply Chain Services. The Consultant shall comply with the requirements of the City of Los Angeles and shall complete, sign, and submit to the Department the “Affirmative Action Plan” (3 pages) affidavit.

An Affirmative Action Plan shall be in effect and on file with the Department for the duration of the contract period.

Affirmative Action Plan *[if the contract is for Construction services and is estimated at \$5,000, use the following clause]*

The Consultant shall have an Affirmative Action Plan on file with the Director of Supply Chain Services. The Consultant shall comply with the requirements of the City of Los Angeles and shall complete, sign, and submit to the Department the “Affirmative Action Plan” (5 pages) affidavit.

An Affirmative Action Plan shall be in effect and on file with the Department for the duration of the contract period.

PSC-14 Claims for Labor and Materials

The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against the Department or City of Los Angeles or any of their respective property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

EXHIBIT E

PSC- 15 Los Angeles City Business Tax Registration Certificate Required

The Consultant represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Section 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC -16 Bonds

Duplicate copies of all bonds which may be required hereunder shall conform to the Department requirements established by Los Angeles City Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17 Indemnification Provisions

Indemnification for Design Professionals Relating to Construction Contracts Relative to California Civil Code Section 2782

Except for the sole negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify and hold harmless the Department, the City of Los Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, "Indemnitees") from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to negligence, recklessness or willful misconduct of the Consultant, or negligent non-performance, or negligent breach of this Agreement, including but not limited to any such negligent act, error or omission or recklessness, or willful misconduct by or of the Consultant or Consultant's officers, employees, agents or subconsultants of any tier, that results in death or injury to any person, or damage or destruction to property of any kind, or loss of use (hereinafter, collectively, "Indemnified Liabilities"). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

EXHIBIT E

Indemnification for Non-Design Professionals

Except for the gross negligence or willful misconduct of the Department, the Consultant undertakes and agrees to defend, indemnify and hold harmless the Department, the City of Los Angeles, including but not limited to any of its boards, commissioners, officers, agents, employees, assigns and successors in interest (hereinafter, collectively, “Indemnitees”) from and against any and all suits and causes of action, claims, losses, demands, penalties, judgments, costs, expenses and disbursements of any kind or nature whatsoever, including but not limited to attorney’s fees (including allocated costs of internal counsel) and costs of litigation, damage, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to performance, non-performance or breach of this Agreement, or willful misconduct or any other act, error or omission by or of the Consultant or Consultant’s officers, employees, agents or subconsultants of any tier, including but not limited to any such act, error or omission or willful misconduct that results in death or injury to any person, including but not limited to Consultant, Consultant’s officers, employees, agents, and subconsultants of any tier, or damage or destruction to property of any kind, of either Party hereto, or of third Parties, or loss of use (hereinafter, collectively, “Indemnified Liabilities”). The provisions of this paragraph shall survive expiration or termination of this Agreement, and shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part because they are violative of any law or public policy, Consultant shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

PSC-18 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to the Department, is required to be submitted by the Consultant and must be maintained current by the Consultant throughout the term of this Agreement. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions

1. Additional Insured Status Required

Consultant 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 on the attached Contract Insurance

EXHIBIT E

Requirements page. 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, the Department, the Board, and all of their respective officers, employees and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Consultant's acts or omissions in its performance of this Agreement, hereunder or other related functions performed by or on behalf of Consultant. Such insurance shall not limit or qualify the liabilities and obligations of the Consultant assumed under this Agreement.

2. Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverage) shall contain a Severability of Interest and 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 Liability 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."

3. Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by the Department where liability arises out of or results from the acts or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

4. Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department, its board, and all of its officers, employees and agents, and their agents and assigns, as additional

EXHIBIT E

insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Consultant in its operations.

5. Proof of Insurance for Renewal or Extension Required

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

6. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Consultant shall provide proof to the Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverage shall be filed with the Department prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for the Department, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

7. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Consultant shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended

EXHIBIT E

three (3) years discovery period has been purchased on the expiring policy at least for the agreement under which the work was performed.

8. Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend this Agreement.

9. Periodic Right to Review/Update Insurance Requirements

The Department and Consultant agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Consultant to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. The Department reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

10. Specific Insurance Requirements

See Attachment 1, "Contract Insurance Amount Requirements."

C. Worker's Compensation

By signing this Agreement, Consultant hereby certifies that it is aware of the provisions of Section 3700 et. seq., of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during performance of the work pursuant to this Agreement.

PSC-19 Child Support Policy

The Consultant and any subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any subconsultant(s)' employees. The Consultant and any subconsultant(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 Consultant and any subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with

EXHIBIT E

any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Consultant and any subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

Failure of the Consultant and/or any subconsultant(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 this Agreement. Failure of the Consultant and/or any subconsultant(s) or principal owner(s) thereof to cure the default within ninety (90) calendar days of notice of such default by the Department shall subject this Agreement to termination.

The Consultant will contractually require all subconsultants performing services under this Agreement to comply with the provisions of this section.

PSC-20 Service Contract Worker Retention Ordinance and Living Wage Policy

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.

1. CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
2. CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONSULTANT shall receive and retain on file the executed pledges from each such Subcontractor within ninety (90) days of the execution of the Subcontract. CONSULTANT'S evidence of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO.

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- CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.
4. Any Subcontract entered into by the CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and SCWRO.
 5. CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONSULTANT has violated provisions of the LWO and the SCWRO or both.

Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

PSC-21 Americans with Disabilities Act

The Consultant hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Consultant will not discriminate against persons with disabilities nor against persons due to their relationship

EXHIBIT E

or association with a person with a disability. Any subcontract entered into by the Consultant, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-22 Standard Provisions for Department of Water and Power Professional Service Contracts – Retention of Records, Audit, and Reports (revised October 16, 2007)

Consultant shall maintain, and shall cause Consultant's subconsultants and suppliers as applicable to maintain all records pertaining to the management of this Agreement and, related subcontracts, and performance of services pursuant to this Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement. If the Consultant, the Consultant's subconsultants and/or suppliers are required to submit cost or pricing data in connection with this Agreement, the Consultant must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by Department personnel or by the Department's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by the Department hereunder or the expiration date of this Agreement, whichever is later.

The Consultant shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the Consultant's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the Consultant on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Consultant shall not, however, be required to furnish the Authorized Auditors with commonly available software.

Consultant, and the Consultant's subconsultants and suppliers, as applicable to the services provided under this Agreement, shall be subject at any time with fourteen (14) calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Consultants that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

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To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, the Consultant will be provided fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to the Department prior to the examination's or audit's finalization and public release.

If the Authorized Auditor's examination or audit indicates the Consultant has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the Consultant to the Department within fifteen (15) calendar days of notice to the Consultant of the identified overpayment.

The Consultant shall contractually require all subconsultants performing services under this Agreement to comply with the provisions of this section by inserting this provision PSC- 22 in each subconsultant contract and by contractually requiring each subconsultant to insert this provision PSC-22 in any of its subconsultant contracts related to services under this Agreement. In addition, Consultant and subconsultants shall also include the following language in each subconsultant contract:

“The Department of Water and Power is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of the Department of Water and Power. The designation of the Department of Water and Power as a third party beneficiary of the audit provision shall not confer any rights or privileges on the Consultant, subconsultant or any other person/entity.”

The provisions of this section shall survive expiration or termination of this Agreement.

PSC-23 Discount Terms

Consultant agrees to offer the Department any discount terms that are offered to its best customers for the goods and services at the same level and volume to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24 Consultant Responsibility

By signing this Agreement the Consultant pledges, under penalty of perjury, to comply with all applicable federal, state, and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which effect employees. The Consultant further agrees to provide written notice to the Department within thirty (30) calendar days after being notified or acquiring knowledge of the following: 1) that any government agency has initiated an investigation which may result in a finding that the Consultant, or any of its subconsultants of any tier, is not in compliance with any applicable federal, state, and

EXHIBIT E

local laws in the performance of this Agreement; 2) all findings by a government agency or court of competent jurisdiction that the Consultant, or any of its subconsultants of any tier, has violated any applicable federal, state, and local laws.

Further, by signing this Agreement the Consultant pledges, under penalty of perjury, that the Consultant has not been found by a court of competent jurisdiction to have violated the California or Federal False Claims Act with an act of moral turpitude or committed a crime involving moral turpitude. The Consultant further agrees to notify the Department within thirty (30) calendar days of any adverse finding by a court of competent jurisdiction related to the Consultant's violation of the California or Federal False Claims Act with an act of moral turpitude or committed a crime involving moral turpitude.

The Consultant shall contractually obligate all Consultant subconsultants to comply with all applicable federal, state, and local laws in the performance of this Agreement and report any governmental agency investigations or violations of such applicable federal, state, and local laws or violations of the California or Federal False Claims Act to the Department, consistent with the provisions of this Section.

PSC-25 Warranty and Responsibility of Consultant

Consultant warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Consultants profession, doing the same or similar work under the same or similar circumstances.

PSC-26 Minority, Women, and Other Business Enterprise Outreach

Consultant agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in this Agreement, if any. Consultant shall not change any of these designated subconsultants, nor shall Consultant reduce their level of effort, without prior written approval of the Department, provided such approval shall not be unreasonably withheld.

PSC-27 Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by Consultant or Consultant's subconsultants under this Agreement shall be and remain the property of the Department for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC-28 Department of Water and Power's Recycling Policy

The Consultant shall submit all written documents on paper with a minimum of thirty (30) percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement.

EXHIBIT E

Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to the Department.

PSC-29 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

PSC-30 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted to, create any rights in any nonsignatory to this Agreement.

PSC-31 Consultant's Successors and Assigns

All indemnifications and warranties provided by the Consultant pursuant to this Agreement will be assumed by and binding upon the Consultant's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC-32 Attorney's Fees and Costs

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

PSC-33 Equal Benefits Ordinance

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.

1. During the performance of the Contract, the CONSULTANT certifies and represents that the CONSULTANT will comply with the EBO. The 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 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

EXHIBIT E

from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.”

2. The failure of the CONSULTANT to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
3. If the CONSULTANT fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBO may be used as evidence against the CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
5. If the Bureau of Contract Administration determines that a CONSULTANT has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC-34 Contractor Responsibility Program

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

1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract;
2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance;
3. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of

EXHIBIT E

Compliance to awarding authorities; and

4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-35 Contributions and Fundraising Limits

The Agreement is subject to Charter section 470(c)(12) and related ordinances. As a result, Consultants may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful Consultants, 12 months after the contract is signed. The Consultant's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

As part of their Agreement to the Department, Consultants shall complete, sign, and submit the City Ethics Commission's "CEC Form 50" (1 page) and "CEC Form 55" (3 pages) affidavits. The affidavits require Consultants to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Consultants must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Agreements submitted without completed "CEC Form 50" and "CEC Form 55" affidavits shall be deemed nonresponsive. Consultants who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

PSC-36 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Consultants entering into, or renewing contracts with the LADWP for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

Agreement/Activity/Operation: _____
 Reference/Agreement: _____
 Term of Agreement: _____
 Contract Administrator and Phone: _____
 Buyer and Phone Number: _____
 Risk Manager /Date: _____

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Received Delivery.

PER OCCURRENCE LIMITS

- () WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: () _____)
 - () Broad Form All States Endorsement () US L&H (Longshore and Harbor Workers)
 - () Jones Act (Maritime Employment) () Outer Continental Shelf
 - () Waiver of Subrogation () Black Lung (Coal Mine Health and Safety)
 - () Other: _____ () Other: _____
- () AUTOMOBILE LIABILITY: () _____)
 - () Owned Autos () Any Auto
 - () Hired Autos () Non-Owned Auto
 - () Contractual Liability () Additional Insured
 - () MCS-90 (US DOT) () Trucker's Form
 - () Waiver of Subrogation () Other: _____
- () GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate () _____)
 - () Broad Form Property Damage () Contractual Liability () Personal Injury
 - () Premises and Operations () Products/Completed Ops. () Independent Contractors
 - () Fire Legal Liability () Garagekeepers Legal Liab. () Child Abuse/Molestation
 - () Corporal Punishment () Collapse/Underground () Explosion Hazard
 - () Watercraft Liability () Pollution () Addition Insured Status
 - () Waiver of Subrogation () Airport Premises () Hangarkeepers Legal Liab.
 - () Marine Contractors Liability () Other: _____ () Other: _____
- () PROFESSIONAL LIABILITY: () _____)
 - () Contractual Liability () Waiver of Subrogation () 3 Year Discovery Tail
 - () Additional Insured () Vicarious Liability Endt. () Other: _____
- () AIRCRAFT LIABILITY: () _____)
 - () Passenger Per Seat Liability () Contractual Liability () Hull Waiver of Subrogation
 - () Pollution () Additional Insured () Other: _____
- () PROPERTY DAMAGE: () Loss Payable Status (AOIMA) () _____)
 - () Replacement Value () Actual Cash Value () Agreed Amount
 - () All Risk Form () Named Perils Form () Earthquake: _____
 - () Builder's Risk:\$_____ () Boiler and Machinery () Flood: _____
 - () Transportation Floater:\$_____ () Contractors Equipment\$_____ () Loss of Rental Income: _____
 - () Scheduled Locations/Propt. () Other: _____ () Other: _____
- () WATERCRAFT: () _____)
 - () Protection and Indemnity () Pollution () Additional Insured
 - () Waiver of Subrogation () Other: _____ () Other: _____
- () POLLUTION: () _____)
 - () Incipient/Long Term () Sudden and Accidental () Additional Insured
 - () Waiver of Subrogation () Contractor's Pollution () Other: _____
- () CRIME: () Joint Loss Payable Status () Additional Insured () _____)
 - () Fidelity Bond () Financial Institution Bond () Loss of Monies/Securities
 - () Employee Dishonesty () In Transit Coverage () Wire Transfer Fraud
 - () Computer Fraud () Commercial Crime () Forgery/Alteration of Docs.
 - () Other: _____ () Other: _____
- () ASBESTOS LIABILITY: () Additional Insured () _____)

Page 2. **CONTRACT INSURANCE REQUIREMENTS (continued)**



PER OCCURRENCE LIMITS

() _____ (type of coverage)		(\$ _____)
() _____	() _____	() _____
() _____	() _____	() _____
() _____	() _____	() _____
() _____ (type of coverage)		(\$ _____)
() _____	() _____	() _____
() _____	() _____	() _____
() _____	() _____	() _____
() _____ (type of coverage)		(\$ _____)
() _____	() _____	() _____
() _____	() _____	() _____
() _____	() _____	() _____

BACKGROUND CHECK CERTIFICATION

On behalf of _____ (name of vendor), _____ (name of company performing screening services) has performed background checks on the individuals named below. The background checks consisted of the following components:

- 1. Social Security Number (SSN) Trace:
 - a. Validates the SSN based on issuance data published by the Social Security Administration (not a work eligibility verification).
 - b. Provides independent address history going back at least 7 years; sources include multiple commercial databases, including header information from three credit bureaus.

- 2. Expanded Criminal History Search (search for felony and misdemeanor records in all jurisdictions of known employment and residence in the past seven years (includes State, County, and Federal levels).
 - a. Includes direct source searches (State, County, and Federal Courts) in all seven years. The entire Federal District Court level is automatically covered with the exception of four appeals courts.

- 3. Auxiliary National Criminal Index (ANCI)
 - a. Includes over 180 million felonies, misdemeanors, infractions, and sex offender records. Data sources from over 50 states, plus the District of Columbia, Puerto Rico, and Guam, consist of one or more of the following: County Court indexes, State Administrative and police repositories, State Department of Corrections, and sex offender registries.

- 4. Office of Foreign Asset Control (OFAC) Watch List:
 - a. A list of over 5,000 known terrorists, national drug traffickers, specially designated and block persons as identified by the OFAC, a Department of the United States (U.S.) Department of Treasury.
 - b. Based on U.S. foreign trade policy and national security goals, persons on the list should not be engaged in economic or commercial activities in the U.S.

NO DEROGATORY INFORMATION WAS FOUND ON THE FOLLOWING INDIVIDUALS:

Person Performing Screening Services Date

Executive Management of the Company Date _____
Name of the Company

APPENDIX R
CONTRACT INSURANCE REQUIREMENTS

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER
For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation: _____
 Reference/Agreement: _____
 Term of Agreement: _____
 Contract Administrator and Phone: _____
 Buyer and Phone Number: _____
 Risk Manager /Date: _____

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

PER OCCURRENCE LIMITS

- () WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: () _____)
 () Broad Form All States Endorsement () US L&H (Longshore and Harbor Workers)
 () Jones Act (Maritime Employment) () Outer Continental Shelf
 () Waiver of Subrogation () Black Lung (Coal Mine Health and Safety)
 () Other: _____ () Other: _____)
- () AUTOMOBILE LIABILITY: () _____)
 () Owned Autos () Any Auto
 () Hired Autos () Non-Owned Auto
 () Contractual Liability () Additional Insured
 () MCS-90 (US DOT) () Trucker's Form
 () Waiver of Subrogation () Other: _____)
- () GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate () _____)
 () Broad Form Property Damage () Contractual Liability () Personal Injury
 () Premises and Operations () Products/Completed Ops. () Independent Contractors
 () Fire Legal Liability () Garagekeepers Legal Liab. () Child Abuse/Molestation
 () Corporal Punishment () Collapse/Underground () Explosion Hazard
 () Watercraft Liability () Pollution () Addition Insured Status
 () Waiver of Subrogation () Airport Premises () Hangarkeepers Legal Liab.
 () Marine Contractors Liability () Other: _____ () Other: _____)
- () PROFESSIONAL LIABILITY: () _____)
 () Contractual Liability () Waiver of Subrogation () 3 Year Discovery Tail
 () Additional Insured () Vicarious Liability Endt. () Other: _____)
- () AIRCRAFT LIABILITY: () _____)
 () Passenger Per Seat Liability () Contractual Liability () Hull Waiver of Subrogation
 () Pollution () Additional Insured () Other: _____)
- () PROPERTY DAMAGE: () Loss Payable Status (AOIMA) () _____)
 () Replacement Value () Actual Cash Value () Agreed Amount
 () All Risk Form () Named Perils Form () Earthquake: _____
 () Builder's Risk:\$_____ () Boiler and Machinery () Flood: _____
 () Transportation Floater:\$_____ () Contractors Equipment\$_____ () Loss of Rental Income: _____
 () Scheduled Locations/Propt. () Other: _____ () Other: _____)
- () WATERCRAFT: () _____)
 () Protection and Indemnity () Pollution () Additional Insured
 () Waiver of Subrogation () Other: _____ () Other: _____)
- () POLLUTION: () _____)
 () Incipient/Long Term () Sudden and Accidental () Additional Insured
 () Waiver of Subrogation () Contractor's Pollution () Other: _____)
- () CRIME: () Joint Loss Payable Status () Additional Insured () _____)
 () Fidelity Bond () Financial Institution Bond () Loss of Monies/Securities
 () Employee Dishonesty () In Transit Coverage () Wire Transfer Fraud
 () Computer Fraud () Commercial Crime () Forgery/Alteration of Docs.
 () Other: _____ () Other: _____)
- () ASBESTOS LIABILITY: () Additional Insured () _____)



PER OCCURRENCE LIMITS

() _____ (\$ _____)
(type of coverage)

() _____ () _____ () _____

() _____ () _____ () _____

() _____ () _____ () _____

() _____ (\$ _____)
(type of coverage)

() _____ () _____ () _____

() _____ () _____ () _____

() _____ () _____ () _____

() _____ (\$ _____)
(type of coverage)

() _____ () _____ () _____

() _____ () _____ () _____

() _____ () _____ () _____

APPENDIX S
IRAN CONTRACTING ACT OF 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who "engages in investment activities in Iran" is defined as either:

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

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

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

OPTION #2: EXEMPTION

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

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)