

**REQUEST FOR PROPOSALS FOR
THE CITY OF LOS ANGELES PUBLIC CARSHARE PROGRAM**

**BY
CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION**

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I. INTRODUCTION

A. PROJECT OBJECTIVE AND PURPOSE

The City of Los Angeles finds that carsharing generates numerous benefits for its residents, and is prepared to provide tangible support for the establishment of a vibrant carsharing industry in its Council Districts.

Carsharing provides clear transportation, environmental and social benefits to the communities in which it operates. As a business service, it reduces the number of vehicles driven into and around our cities, eases the burden on the public road infrastructure, reduces greenhouse gas emissions and other pollutants and reduces the cost of transportation for the local populace. Carsharing is a reliable and flexible alternative to car ownership, and is becoming an increasingly important factor in the development of a sustainable transportation network in Los Angeles, as our existing carshare pilots clearly demonstrate. The reports documenting these successes can be found at:

<http://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&fnumber=11-1376> and at

<http://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&fnumber=08-1798>.

Therefore, the City of Los Angeles is willing to convey to a qualified carsharing organization (QCSO) an exclusive, time-limited right-of-use of up to 300 of its on- and selected off-street parking spaces. The exact location and number of spaces to be conveyed and the terms of conveyance have not been fixed, and will depend in part on the nature and quality of the proposals received. If it is decided that all the City and Community goals are being met, and if there exists demonstrable demand for carsharing services, the parties will have the option to consider increasing the number of spaces allocated, to a maximum of 1000, based on an incentive matching program described in this RFP. Any expansion beyond the 1000 will have to be approved by the Los Angeles City Council. The period of conveyance will be 5 years.

With a deep awareness that the City of Los Angeles and the Los Angeles Department of Transportation (LADOT) are providing access to the public right-of-way to private entities, all QCSOs will be required to demonstrate their initial, and ongoing, commitment to meet the City's strategic environmental, congestion reduction, and social goals. These goals include, but are not limited to:

Reduction of regional transportation-related emissions; Improvement in regional air quality; Reduction of the number of cars on the road; Reduction of vehicle miles traveled; Reduction of parking congestion in high density neighborhoods; Support of access to alternative modes of

transportation in transit-dependent neighborhoods; Support of access to alternative modes of transportation in areas not served, or underserved, by public transportation networks; Support access to multi-modal mobility hubs which may include other vehicle sharing components; Expansion of access to vehicles for Los Angeles residents who do not currently own a car; Ensure a cost-effective alternative to car ownership in Los Angeles.

Given the City of Los Angeles' current municipal budget limitations, special consideration must also be given by responding QCSOs to design a carshare program that does not create short or long term budget shortfalls for the City of Los Angeles. The program is therefore to be designed as a revenue neutral program to the City of Los Angeles to allow for the reimbursement of all administrative and implementation costs. In addition, the City should be made whole by receiving all revenue lost due to the removal of parking meters and dedication of the City's off-street parking spaces and resources to accommodate carsharing.

While the public benefits of a Carshare Program as a traffic and congestion management tool are evident, the impact of removing public parking spaces, on residential and commercial blocks, in the interest of accommodating Carshare vehicles must be recognized. To plan and implement a successful Carshare Program, it is imperative to build public support by mitigating the impacts of Carshare parking by investing in public improvement where parking spaces are converted for Carshare use. Therefore, it is required that the QCSOs agree to a Revenue Sharing agreement with the City to share a portion of the revenue with the public. The revenue generated will be held in a Special Carshare Investment account for use in repairing sidewalks and implementation of streetscape projects under the direction of the City Council and the approval of the Mayor.

With the above goals in mind, in September of 2009, LADOT embarked on a two-phased carshare pilot in the City of Los Angeles. Phase 1 focused on university-adjacent pods, located at UCLA and USC. Phase 2 focused on the high-density, transit adjacent neighborhood of Hollywood. Both pilots have proven very successful, and are due to expire on September 14, 2012 or at the award of this RFP.

In preparation for this approaching deadline, the City of Los Angeles and LADOT are seeking to support the development of a City-wide carshare program to expand upon the existing pilots, and ensure that carsharing continues to grow in Los Angeles as an alternative to vehicle ownership.

B. WHAT DO WE MEAN BY "CARSHARING"?

Carsharing is a membership based service available to all qualified drivers in a community. Carsharing Organizations (CSOs) offer members access

to a network of shared vehicles 24-hours, 7 days a week at unattended self-service locations. No separate written agreement is required each time a member reserves and uses a vehicle. Car usage is provided without restriction at affordable hourly and/or 'per mile' rates that include fuels, insurance and maintenance. CSO prices are directly proportional to usage providing an affordable alternative to car ownership, which is a key goal. Carsharing is primarily designed for shorter time and shorter distance trips as an extension of the transportation network, providing a public service designed to enhance mobility options. Longer trips may be available to encourage replacement of car ownership with carsharing. Carsharing organizations help members save money over the cost of individual car ownership by encouraging members to drive less often, plan trips more, use other modes of transportation more, and drive fuel efficient vehicles when a car is needed.

Carsharing is designed to decrease individual car ownership, reduce vehicle miles traveled, improve urban land use and development, provide affordable access to vehicles for all constituencies – including those less able to afford car ownership - as well as to motivate residents to walk, cycle and take public transportation, and decrease dependence on fossil fuels while reducing the emission of greenhouse gases and improving local air quality.

To be considered a qualified carsharing organization, the City of Los Angeles requires that the service meet the above definition and fits the following qualifying criteria:

1. Whether a for-profit, non-profit, peer-to-peer, or other corporate structure, the QCSO shall establish (through mission statements, public messages, advertising and other verifiable means) that its service encourages growth of transportation, social and environmental benefits of carsharing as a primary goal of the organization.
2. The QCSO will operate as part of the sustainable transportation network and as a form of transit and, to become qualified, will establish its commitment to helping the City of L.A. reach SB 375, AB 32 and other local objectives.
3. The practices and policies of the QCSOs aim to decrease driving. The QCSO's marketing, operations and pricing practices will not aim to compete with other public transportation options – such as walking, cycling, or taking the bus, subway or train – but encourages use of these services as a socially and environmentally responsible alternative to private vehicle ownership and single vehicle occupancy.

4. Carsharing is different from renting. Therefore, the QCSO will provide services in Los Angeles primarily designed for short time and short distance trips. Although longer trips can be offered, the QCSO does not provide traditional long-distance/long-duration transportation option such as those provided by rental car, airplane or train. The QCSO complements these services as part of an alternative to private vehicle ownership.
5. QCSOs have the greatest impact when integrating with communities and partnering with local governments, transit authorities and other partners involved in providing transportation (including other Carsharing Organizations) in order to maximize choices, making carsharing more convenient than car owning. The QCSO will establish a track record of working with such organizations to build a more sustainable transportation infrastructure in Los Angeles.
6. QCSOs are transparent in data sharing and will work actively with local authorities in Los Angeles to increase our knowledge in, and improve policies for, sustainable transportation.
7. QCSOs support community efforts to improve land use through smart, responsible development. The QCSO will have a track record of supporting community objectives regarding carsharing growth in transit-oriented developments, affordable housing, urban infill (consistent with local needs) and related programs.
8. The QCSO will have a track record of participating in industry (carsharing, transit, transportation) efforts, associations, organizations and research intended to strengthen and grow the industry.
9. The QCSOs has an ethical and practical obligation to operate in a financially responsible manner to ensure long-term sustainability. The QCSO will demonstrate financial and operational strength and an ability to financially complete the obligations of this agreement.
10. Carsharing is different from renting a car. Instead, it is a neighborhood based, easily accessible transit option for short time and local trips. A QCSO will demonstrate its ability to implement a program intended to:
 - (a) Increase availability of short-term transportation at an affordable cost;

- (b) Strategically decentralize a fleet of well maintained, environmentally-friendly vehicles to an array of convenient locations throughout the City;
- (c) Increase public transit ridership and use of other transportation alternatives;
- (d) Decrease parking demand in neighborhoods;
- (e) Provide a significantly more environmentally friendly fleet of vehicles than is found in local community;
- (f) Create a significant decrease in personal vehicle ownership, vehicle miles traveled and greenhouse gas emissions.
- (g) Improve and enhance public facilities in the immediate areas where Carshare pods are housed.

Carsharing would allow some Los Angeles residents to free themselves of the burdens of car ownership, or sell off 2nd or 3rd vehicles, knowing they can easily and affordably reserve a car when they need one. This would allow the existing parking inventory go farther, leaving parking spaces available for visitors who are more likely to shop, go to lunch or visit a museum for a couple of hours if they can quickly find a parking space.

When companies encourage employees to use carsharing for business purposes, in some cases this might allow them to walk, bike or take public transit to work, reducing congestion and the demand for parking. Fleet vehicles no longer have to be maintained for employees who only drive occasionally. Reducing driving by single occupancy vehicles and increasing alternative forms of transportation including walking, bicycling and public transit are good for public health, the local economy and the environment. Living without a personal car or with fewer cars also saves money, which, during these stressful economic times, could be better spent on housing, food or other necessities.

C. ISSUING ORGANIZATION

The City of Los Angeles Department of Transportation ("City" or LADOT interchangeably throughout this RFP) is circulating a Request for Proposals (RFP) to all interested parties in order to ensure a fair and competitive process in the provision of City owned and managed parking spaces for a carshare service. LADOT will enter into a contract with a responsive proposer who shall be based on criteria set forth in the below sections.

D. PROGRAM PARTICIPANT EXPECTATIONS & GOALS

When drafting your RFP response, all respondents should consider the following program participant expectations.

1. The City of Los Angeles/LADOT Responsibilities:**a. Provide Exclusive On- and Off-Street Parking Spaces**

Provide an exclusive, time-limited right-of-use to between 300 and 1000 of its on- and off-street parking spaces. The location and number of spaces to be conveyed and the terms of conveyance have not been fixed. They will depend on the selected CSO's participation in the incentive program set forth in I.D.1.b., below, to qualify for spaces in excess of the 300 space program base limit, and the CSO's commitment of meeting the City's goals in placing vehicles near transit centers in order to augment existing public transportation modalities as well as to serve high density residential areas including areas which have heretofore been underserved. The number of spaces and locations will be finalized in the contract negotiation phase of this RFP process. The period of conveyance will be 5 years.

b. Provide Incentive Program

As an incentive for utilizing green vehicles in addition to utilizing an overall fuel efficient fleet, the City will provide additional on- and/or off-street parking spaces in the following ratios:

- a. 1 additional carshare space for each 4 gas/electric type hybrid vehicles placed in service
- b. 1 additional carshare space for each 3 gas/electric plug-in hybrid vehicles
- c. 1 additional carshare space for each electric powered vehicle placed in service.
- d. 1 additional on- or off-street carshare space within public right-of-way for each 2 new carshare spaces created and utilized outside the public right-of-way, excluding any utilization of private development related carshare spaces the provider may operate.

- e. The additional spaces shall be calculated each six months and credit shall only be given once and shall not be applied to replacement vehicles in a fleet.

- c. **Enforce Parking**

Enforce designated spaces as tow-away zones.

- d. **Provide Local Expertise**

Provide local expertise with respect to specific partners, locations, and other pertinent information.

- e. **Integrate Carshare**

Integrate carshare as a part of the City's overall land-use and transportation policy as a Transportation Demand and Traffic and Parking congestion Management tool.

- f. **Review Pod Site Selections**

Work directly with the selected CSO to review potential locations identified by the CSO as choices for pod sites within targeted or potential expansion neighborhoods. Direct consideration will be given to whether the space is currently metered or non-metered, on- or off-street, etc., as cost-benefit/cost-recovery consideration will be an important part of this process. The City will maintain final approval on all site selections, though is open to re-evaluating individual site selections after 6 months if both the City and selected CSO agree initial site selection is not meeting the overall program goals/expectations, despite a concerted community outreach/marketing effort. The City also reserves the right to re-visit site selection (i.e. work with the selected CSO to re-examine neighborhoods that may not have initially experienced successful deployment, but may later be worth considering again due to a change in circumstance; in response to neighborhood concern and public reaction; etc.).

- g. **Be Involved in the Methodological Process of Metrics Development, Evaluation Criteria, User/Neighborhood Surveys**

Work with selected CSO throughout the methodological development of program metrics, evaluation criteria, and user/neighborhood surveys to ensure complete program transparency. A common definition of success must be

defined, performance metrics selected, surveys developed that meet the needs of both parties, and agreed upon timetable for the duration of the 5-year contact.

h. Include Selected CSO in Future Zone Planning

Provide the selected Carsharing Organization with the opportunity to participate in future zone planning when applicable.

i. Modify Street Cleaning Zones

Modify street cleaning zones to exclude Carshare spaces from street cleaning restrictions. Carshare Companies will therefore be responsible for the continued cleanliness of their designated spaces.

j. Install Necessary On-Street Signage

Install the necessary on-street parking signs and curb demarcations to establish Carshare zones for the exclusive use of the selected CSO's vehicles at the expense of the selected CSO.

k. Assist in Marketing and Promotion

Assist in marketing and promotion of this Carshare program (i.e. mention of, and links to, relevant carsharing information on LADOT website and other city-run/mobility-related sites; where possible, community outreach through City Council Districts and Neighborhood Councils; etc.)

2. The Selected Carsharing Organization Responsibilities:

a. Provide/Maintain Vehicle License and Registration

Provide vehicle license and maintain registration for all carshare vehicles that are part of this program.

b. Provide a Turn-Key Technology Solution

Provide all of the technology, including upgrades, and other services necessary to operate a networked carshare system in the City of Los Angeles as set forth herein. In-car technology and web-based services shall include, but are not limited to:

- 1) Web based reservations for members and administrators
- 2) Complete on-line help system
- 3) The administrative site shall be enabled to:
- 4) Approve members.
- 5) Provide management of fleet, members, maintenance, rates and locations.
- 6) Provide up-to-date reporting capabilities such as membership, revenue, vehicle utilization and reports to enable the monitoring of the service in real time.
- 7) Provide any other information as deemed needed by both parties.

c. Provide Complete Insurance Solution

Provide automobile physical damage and liability insurance, per the State of California legal requirements, for all car share service members. The City of Los Angeles and LADOT shall be fully indemnified from any liability as a part of this program.

d. Produce Customer Satisfaction Surveys

Develop and implement customer satisfaction surveys on an annual basis at minimum. See 'Section e' below on working with LADOT to agree upon the number, frequency, and contents of customer satisfaction surveys. If some of this data is proprietary and will not be shared with the Department of Transportation, the selected CSO must be transparent in identifying ahead of time which pieces of data will not be shared back with the City and why.

e. Involve LADOT in the Methodological Process of Program Metrics Development, Evaluation Criteria, User/Neighborhood Surveys

Work in partnership with the City of LA throughout the methodological development of program metrics and evaluation criteria to ensure complete program transparency. A common definition of success must be defined, performance metrics selected, and agreed upon user/neighborhood surveys developed.

f. Ensure Off-Street Storage Options (When Necessary)

Identify off-street storage facilities for vehicles, and adhere to temporary parking restriction signs, during periods of time when the public roadway is under construction or otherwise

not available due to pre-approved scheduled activities. Costs associated with such off-street storage shall be the sole responsibility of the selected CSO.

g. Provide Start-Up/Ongoing Informational Materials and Outreach

Provide Decals and agreed upon, multi-lingual, marketing/customer service supplies for each vehicle (in car and at parking spot). In addition, provide ongoing marketing materials and outreach within communities with current and planned vehicle placement.

h. Ensure Coordination Between City- and Non-City- Provided Vehicle Placement

Ensure that any of the CSO's vehicles placed throughout the City of Los Angeles not formally a part of the network of spaces provided by the City of Los Angeles properly complement one another. Both on- and off-street parking should be considered throughout the City of Los Angeles.

i. Right of Use - Software

Where the CSO is utilizing software or partnering with a third party to provide any of the above services, the CSO must also certify that it has the right to authorize the City to utilize such software without financial or legal liability to the City. Should there be any charge associated with the City utilizing such software, the CSO shall indemnify the City and shall be responsible for any associated fees including but not limited to attorney fees, payment of any licensing, upgrade or programming fees and penalties without charge to the City.

j. Provide Fleet Support and Maintenance

Maintain all vehicles in safe and sound operating condition in accordance with the suggested manufacturer guidelines.

k. Provide LADOT with Signage

Provide Carshare Parking Signs, which incorporate for approval by LADOT prior to fabrication.

i. Ongoing Reporting and Data Collection

Generate and share agreed upon data with LADOT, the Mayor's Office, and City Council on quarterly basis. The format and content are to be jointly determined.

m. Maintain Street Cleanliness

Ensure that streets and gutters at designated carshare locations are kept clean and free of debris.

n. Pay Parking Citations and Any Vehicle Violation Fees

Pay any parking or other citations issued to its vehicles including any towing or storage fees.

o. Take into Account Current, Ongoing, and Planned Regional Transportation Planning Efforts

Design and implement a carshare program that takes into account current, ongoing, and planned regional transportation efforts, including but not limited to interfacing with Multi-modal Mobility Hubs (e.g. considering such Hubs' location and providing a uniform interface for end-user/carshare subscriber use).

p. Fleet Composition

1. No vehicle participating in the City's carshare program shall be greater than 72 inches in height or 20 feet in length.
2. 75 % of the LA Carshare fleet shall be comprised of vehicles purchased and put first in service for the LA Carshare Program and no vehicle shall be left in service more than five years.
3. The LA Carshare fleet shall be comprised vehicles which meet the following standards: AT-PZEV and/or ZEV with a fleetwide average MPG rating of at least 30 mpg City and Highway, combined.

q. Development of non-City Carshare Vehicle Spaces.

As an incentive to develop the strongest carshare infrastructure to benefit public users, the City will provide 1 additional on- or off-street carshare space within public right-

of-way for each 2 new carshare spaces created and utilized outside the public right-of-way excluding any utilization of private development related carshare spaces the provider may operate.

r. Limitation on Credits

Any vehicle put in service shall be limited shall qualify for a maximum of one credit per vehicle. No stacking of vehicle credits shall be allowed. (For example, a plug-in hybrid vehicle placed in an off-street private parking facility shall qualify for credit as a hybrid vehicle credit or shall qualify for an additional space credit under section q, above, but not both.) Additionally, vehicles put in service to replace vehicles for which a credit have been granted will not qualify for an additional credit regardless of whether the replacement vehicle would otherwise qualify for a credit.

All credits shall be calculated on an annual basis, but shall not carry over from one year to another.

3. What a Successful Carshare Program Will Show

For The City of Los Angeles and LADOT, A Successful Carshare Program Will Demonstrate the Following:

- a. A reduction of parking demand by reducing the number of vehicles owned in neighborhoods targeted through this program including vehicles that were either sold or not purchased because of the existence of carsharing in their neighborhood. LADOT strongly encourages the CSO to present a plan to survey members' car ownership rates before and after service is implemented.
- b. A reduction of Vehicle Miles Traveled (VMT), in an effort to reduce congestion, greenhouse gas emissions and parking demand. LADOT strongly encourages the CSO to present a plan to demonstrate how they will reduce VMT as a part of this program, as well how they plan to monitor/collect this information for the City of Los Angeles.
- c. An increase in the use of alternative (public and low/no carbon) forms of transportation. The availability of carsharing makes it more feasible for residents to forgo car ownership, and supplement carsharing with alternative forms of transportation, including transit, bicycling and walking. LADOT strongly encourages the CSO to monitor and collect

information on how membership is impacting use of alternative transportation options in Los Angeles.

- d. Increased access to automobiles for residents who do not currently own a car. At present, residents lacking access to an automobile in Los Angeles face additional challenges in accessing medical care, getting to job interviews and work sites not accessible by transit, etc. LADOT strongly encourages CSOs submitting responses that support the improvement of vehicle access for all residents comprising Los Angeles' diverse population.
- e. A reduction of greenhouse gas emissions is at the core of the City of LA's goals of this program. Therefore, any CSO operating in the City should offer vehicles that are at the top of their class in terms of fuel efficiency and emissions, according to the EPA.
- f. Improve and enhance public facilities in the immediate area where Carshare pods are housed.
- g. A consideration of local hiring and economic growth in Los Angeles should be included in all proposals. Any CSO operating in the City should give priority to City of Los Angeles residents in hiring, with all employees being paid a living wage.
- h. Any CSO operating in the City should use a targeted marketing approach that includes reaching out to individual neighborhoods to promote the use of carsharing, and multi-lingual materials.
- i. The program must be reasonably priced with pricing levels guaranteed for a clearly stated duration.
- j. Compliance with existing laws will be expected of all CSO members, including regulations of the thoroughfare, roadways, and parking.

II. PROJECT PROPOSAL

A. SUMMARY of QUALIFICATIONS

1. Operational History:

Please provide an overview of your operational history.

2. Relevant Industry Experience:

Please give an overview of your experience in providing carsharing services to consumers and/or businesses.

3. Project Examples/References:

Please provide an overview of 2 major/established carsharing programs currently being run by your organization (with a strong preference for those examples to be for City clients similar in size to the LA market). In addition, please provide an overview of 1 emerging carshare market that you are currently working to build out. (Note: If the respondent is a new organization, please use this section to build upon section A-2 above, and detail how your organization remains uniquely capable of making Los Angeles its first carshare market.)

The 3 requested overviews should include:

- a. City/Client name
- b. Current number of vehicles and summary of location types (i.e. number on-street vs. off-street; residential vs. commercial neighborhood)
- c. Length of program
- d. Growth (in vehicle count & membership) since program inception
- e. Notable program highlights
- f. Description of economic relationship to the City/Client (i.e. if revenue sharing exists; if the City/Client charges a fee for spaces)
- g. Name/number/email of client
- h. Size and composition of fleet (i.e. total numbers of vehicles in fleet and numbers of gas, hybrid or electric vehicles).

4. History of Termination

Please identify and describe any incident in the last 5 years, by which a contract with your firm was terminated for any reason whatsoever, including specification whether any such termination was 'for cause' or 'for default.'

5. Staffing Strategy/Considerations

Please detail the team that would be assigned to develop this program to ensure success, and their experience in providing carsharing services. If the entire team is not yet known, please identify any employees already identified to work on this project, as well as the general positions that you would be looking to fill if your CSO is awarded the contract.

- a. Please provide estimates of local employees (with a strong preference for City of LA residents) to be hired as a part of this program start-up and plans for scale.
- b. The selected CSO will be required to employ one full time LA Carshare Coordinator familiar with the Policies and Procedures of the City of Los Angeles. The Coordinator shall spend a minimum of 50% of his/her time in the Parking Permits Division Office and shall serve as the liaison between the CSO and the City and shall be responsible for coordination and outreach to the public and City and County Agencies and Departments.

B. PROJECT DESCRIPTION

1. Deployment (Scale/Speed)

Please provide a very clear proposal outlining the timeline and scale of your organization's carshare deployment within the City of Los Angeles from year 1 through 5 on an annual basis. Please include the initial number of vehicles, fleet composition and a detailed plan for program expansion during the first year of operation.

- a. While this RFP process will provide City-owned spaces both on- and off-street, the City's position is that a sound Carshare Program should rely on public and private spaces, please explain your strategy to supplement the City-owned spaces. Please include considerations you have given to this concept, including, but not limited to: outreach strategy to identify and develop private off-street carshare spaces.

Please include information on your plans to include non-public Carshare spaces to expand fleet availability/inventory, including but not limited to: outreach strategies to private companies or property managers within your targeted neighborhoods; potential community partners (i.e. Neighborhood Councils, Business Improvement Districts

(BIDs); etc. Please also include an estimate of the number of non-City spaces expected to be included for customer use.

- b. Please provide pro-forma financial statements for the current and previous two years of operation.
- c. Deployment plan identifying potential LA Carshare locations proposed for utilization in the first year of the contract shall be submitted by the CSO with its Response to this RFP and by the selected CSO on an annual basis thereafter to allow adequate time for the City to review deployment plan.

2. Deployment Neighborhoods (Geographic)

Please identify those neighborhoods being considered for carshare in your proposal, and explain your reasoning for area selection (i.e. density, transit adjacent, university adjacent, etc.). In considering the areas in which to place vehicles, the responding CSO may wish to consider Figure 9-6 Optimal Carsharing and Short Term Car Rental Locations contained in the Nelson\Nygaard Consulting Associates, Inc. report Maximizing Mobility in Los Angeles – First & Last Mile Strategies. The report can be found on-line at <http://www.scag.ca.gov/nonmotorized/pdfs/LA-Maximizing-Mobility-Final-Vol1.pdf>

- a. Priority should be given to providing carshare services in the vicinity of Metro Rail Stations and high density residential areas with apartment buildings and condominiums in all cases.

Your response must set forth a list of where you intend to place vehicles and to explain how those locations were selected. Responses which do not include this information will be deemed non-responsive and shall be eliminated from consideration.

- b. Deployment of carsharing services are recommended, though not required, in the following neighborhoods:
 - i. Downtown
 - ii. Koreatown
 - iii. Hollywood
 - iv. Westwood/UCLA
 - v. South LA/USC

- vi. If you do not plan to deploy carshare services to one or more of the neighborhoods i-v, please provide your reasons here.
- c. Deployment of carsharing services might also be considered in the following neighborhoods:
 - i. San Pedro
 - ii. Venice
 - iii. Marina Del Rey
 - iv. Silverlake
 - v. Other area/neighborhood

3. Fleet

- a. Please provide an overview of the vehicles you plan to provide as a part of this program, including class, maximum age, mileage/gallon, and emissions profile.
- b. Please provide the routine maintenance/replacement plan proposed.

4. Participant Membership – Rates and Fees

- a. Please outline the hourly and daily rate structure. (LADOT encourages, but does not require, consideration of a special student or low-income rate.)
- b. Present an outlined description of membership terms and conditions, and the application process for local residents.
- c. Please highlight any additional fees the member might encounter, such as late fees or membership fees.

5. Cost of Service Recovery and Public Investment

Please outline in detail your organization's recommendations to ensure the carshare program is and remains cost neutral to the City (i.e.: able to cover all City costs for contract monitoring, sign posting, striping, reimbursement of City revenue lost due to meter removal and impact on City Parking lots, etc.)

6. Age Requirements/Membership Restriction

- a. Please detail your organization's age requirements for carshare members. (LADOT encourages, but does not

require, organizations to allow un-penalized membership for Los Angeles residents 18 years and older.)

- b. Please detail any other membership restrictions that may apply.

7. Insurance Considerations

- a. Please outline in detail the insurance coverage provided to members as part of this program.
- b. Please detail any limits or exclusions that will or could apply to insurance coverage.
- c. Please detail any liability associate with use/ownership of your organization's vehicles.
- d. Please explain how you will fully indemnify LADOT and the City of Los Angeles from any liability as a part of this program.

8. Technology/Software Considerations

- a. Provide a detailed overview of the software systems the member would interface with, including reservation systems, payment systems, and methods to reserve cars. All systems must be available 24 hours a day, seven days a week, 365 days a year.
- b. Provide a detailed explanation of any additional technologies that would be used as a part of this program.
- c. Please provide the technical support plan your organization intends to implement, including any plans for a local office.
- d. Consideration should be given to how residents without ready access to the Internet, credit card or phone might access these services. (i.e. Will there be rental kiosks or other access options available to support those that might not have access to an internet-based reservation system?)

9. Public Transportation Considerations

- a. Describe your strategy for integrating your planned carshare network with existing public transportation networks. (i.e. Does your organization have experience in participating in providing a multi-organization uniform reservations system utilizing a single end user for reserving members?)

- b. Identify how your strategy will take into account planned public transportation networks.
- c. Integration with Transit Centers will be required by the selected QCSO. What is your plan for integrating with these Transit Centers?
- d. If your organization provides any integration with ride-share services, please detail here.
- e. If your organization provides bike share services, or has experience liaising with bike-share operators, please provide detail here.
- f. If your organization plans on developing an application to accommodate and facilitate carshare interface with the Metro Rail stations, please provide details here.

10. Marketing and Outreach

- a. Please provide a clear marketing and outreach strategy.
 - 1. Please explain how technology will be used as a part of your marketing and outreach efforts, including social media.
 - 2. Please explain how multi-lingual materials will be incorporated into your outreach and marketing.
 - 3. Please include outreach to transit-dependent or limited-mobility residents.
 - 4. It is the City's intention that the City's Carshare Program be immediately identifiable and that the City Carshare Program branding be distinct and predominant. In your response please identify ways in which the LA Carshare program will be distinguished from the CSO's own branding. Consideration should be given to including the public in the branding process.

11. Potential Challenges

Please identify any potential challenges you see to program rollout and scale in Los Angeles.

C. ONGOING MEASUREMENT and VERIFICATION**1. Real Time Monitoring**

Please detail how your organization will monitor all program related data and provide this in as 'real time' as possible to LADOT.

2. Proprietary Data

The format for data sharing will be finalized with the contracting process, however please highlight what data, if any, is considered proprietary and might not be shared with LADOT.

3. Auditing

Please detail any plans for how the program will be audited to ensure compliance with the agreed parameters of the program.

D. CUSTOMER SURVEY**1. Customer Survey Plans**

LADOT sees customer surveys and program feedback as a critical component to a successful rollout of carsharing services in Los Angeles. Please detail any plans for customer survey and feedback, including frequency and potential examples of queries.

2. Proprietary Information from Surveys

If you do not plan to share survey data in full with LADOT, please explain what pieces of this information that are considered proprietary, and why.

E. CONGESTION CONSIDERATIONS**1. Congestion and Transportation Demand Management Benefits**

Please detail the foreseen congestion and transportation demand management (TDM) benefits that would come from the rollout of your above described carsharing program for years 1 through 5.

- a. Reduction in Vehicle Miles Traveled (VMT)
- b. Traffic Congestion
- c. Parking Congestion
- d. Increased Utilization of Public Transportation
- e. Other Benefits

2. Tracking Progress

Please detail plans to track a-e.

F. ENVIRONMENTAL CONSIDERATIONS**1. Environmental Benefits**

Please detail the foreseen environmental benefits that would come from the rollout of your above described carsharing program for years 1 -5.

- a. GHG reduction
- b. NOX/SOX
- c. Other benefits

2. Tracking Progress

Please detail plans to track a - c.

G. SOCIAL CONSIDERATIONS

It is clear from the scope of this RFP that Los Angeles is aiming to use carshare as one way through which to address access to transportation for low-income communities that might not otherwise have access to a car, or be able to sell a car as a result of gaining access to these services. Please detail how this objective might fit into your organization's business model or goals. Please detail your organization's experience, if any, with serving low-income communities.

H. LOCAL HIRE PREFERENCE

Additional points awarded to those applicants who include consideration of a local hire preference (i.e. residents of the City of Los Angeles) and or low-income workforce development. All employees must be paid a living wage.

I. ADDITIONAL CONSIDERATIONS

Please include any additional items that were not mentioned in your above submission that you think might be of interest to the Department of Transportation when considering your application.

III. CRITERIA of EVALUATION

	Criteria	Percent of Score
A	<p>SCOPE/SCALE:</p> <p>The City of Los Angeles would like to see carsharing within the city grow as rapidly as possible. Proposals that embody aggressive but attainable growth plans and include strategies to incorporate private off-street parking facilities and incorporate electric and hybrid vehicles will receive favorable consideration.</p>	15
B	<p>CONGESTION REDUCTION & INTEGRATION with PUBLIC TRANSIT:</p> <p>A core programmatic goal of carsharing in Los Angeles is a parking and traffic congestion reduction strategy while improving access to existing public transportation networks and to provide parking congestion relief in high population density residential areas.</p>	15
C	<p>COST RECOVERY AND REVENUE SHARING MODEL:</p> <p>The selected contractor will be required, on an annual basis, to cover all program expenses, implementation costs and lost/foregone revenue associated with this carshare program. Sources to be considered by the vendor will include: lost meter revenue, lost parking space income (off-street), personnel expenses (including indirect costs).</p> <p>Include the percentage of total annual gross income you will share with the public to be deposited in a "Special Carshare Public Investment" account to fund improvements on blocks where Carshare pods are housed. Describe any concerns and/or considerations your company may have.</p>	15
D	<p>FLEET EMISSIONS FOOTPRINT:</p> <p>In addition to the reduction of emissions that will result from this Program's expected congestion and VMT reductions and the benefits associated with deployment of no/low carbon alternatives, including electric and hybrid vehicles, it is also important to the City of Los Angeles that any CSO operating in the</p>	15

	City should offer vehicles that are at the top of their class in terms of fuel efficiency and emissions, according to the EPA.	
E	<p>TECHNICAL & MARKETING PROFICIENCY:</p> <p>The City of Los Angeles believes that a well-designed and executed IT and marketing platform will be critical in meeting the project's specified goals. Proposals that demonstrate command of these aspects of a carsharing enterprise and include cogent implementation plans will receive favorable consideration.</p>	15
F	<p>OPERATIONAL EXPERIENCE:</p> <p>The City of Los Angeles believes that previous successful experience in providing carsharing services to consumers and or businesses will be a helpful foundation upon which to build a successful carshare program in Los Angeles. New organizations are encouraged to submit a response to this RFP but will need to make a strong case for why they are uniquely poised to successfully implement a program of this kind in Los Angeles.</p>	15
G	<p>INTEREST IN SERVING LOS ANGELES' DIVERSE POPULATIONS:</p> <p>It is clear from the scope of this RFP that Los Angeles is aiming to use carshare as one way through which to provide service throughout all the diverse communities of which Los Angeles is comprised including those which might have limited or no access to a car, or may be underserved by existing public transportation networks.</p> <p>Demonstrate in your deployment model your intention in providing services throughout Los Angeles' diverse communities.</p>	10

IV. LIMITATIONS

1. Proposers shall understand and agree that LADOT and the City have no financial responsibility for any costs incurred by Proposers responding to this RFP. LADOT reserves the right to reject proposals and re-issue this RFP with no monetary obligations and/or other penalty conditions to the City.
2. The Contractors, as well as their subcontractors, shall abide by all the Standard Provisions for City Contracts (Appendix A).
3. Indemnification of City and insurance requirements are explained in Appendix A, and may be in addition to specific reinsurance requirements noted elsewhere in this RFP.
4. The Contractors and subcontractors shall abide by and obey all applicable Federal, State and City laws including, but not limited to, the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Los Angeles. The Contractors shall stipulate that in any action related to the awarded contract, venue shall be in the County of Los Angeles, State of California.

V. REQUIRED CITY DOCUMENTS

Compliance documents with the City's Administrative Requirements must be submitted with the proposal. Failure to comply with these requirements shall render the proposal non-responsive. Exemplars and/or explanatory material for each item are provided in the cited attachments. For consistency of reference, all documents should be included in the order listed below and marked as an attachment with the corresponding letter designation utilized in this RFP (e.g. Compliance with Child Support Obligations - Attachment F).

Because some of the requirements listed below require extensive time to complete, the City strongly encourages proposers to commence these activities prior to the Pre-Proposal Conference.

A. MBE/WBE/OBE Subcontractor Outreach Program - Attachment A

It is the Policy of the City to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all City contracts.

Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs and OBEs, have an equal opportunity to compete

for and participate in City contracts, including proposers who themselves are MBEs, WBEs and OBEs. A proposer's good faith efforts to reach out to MBEs, WBEs and OBEs shall be determined by the level of effort put into achieving indicators detailed in Attachment A. Failure to meet the expected MBE/WBE participation levels will not by itself be the basis of disqualification or determination of non-compliance with this policy. However, failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the proposal non-responsive and will result in its rejection. Good faith effort is required even if the proposer has achieved the anticipated MBE/WBE participation levels, including a 10% MBE and 2% WBE (include the percentage in Attachment A).

B. Non-Discrimination, Equal Employment Opportunity and Affirmative Action Plan - Attachment B

The proposer shall comply with the Non-Discrimination, Equal Employment Opportunity, Affirmative Action Plan set forth in Los Angeles Administrative Code Section 10.8 et seq. Pursuant to this Administrative Code Section, a Non-Discrimination, Equal Employment Opportunity, Affirmative Action Plan must be submitted with the proposal. Failure to do so will render the proposal non-responsive. Proposers may either adopt the City of Los Angeles Plan or submit its own plan.

C. Affidavit of Non-Collusion - Attachment C

The proposers must submit the Affidavit of Non-Collusion with the proposals. The proposal must have thereon, or attached thereto, the notarized affidavit of the proposer that such proposal is genuine, and not a sham or collusion, or made in the interest of or on behalf of any person not therein named, and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure himself/herself/itself an advantage over any other proposers. Any proposal not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If a proposer is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. Any proposer making a false affidavit may be excluded from participation in future RFP's.

D. Service Contract Worker Retention and Living Wage Ordinances - Attachment D

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$35,000 and a contract term of at least three months, lessees and licensees of City property, and certain

recipients of City financial assistance, shall comply with the provisions of the Los Angeles City Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contract Workers Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment D, Service Contractor Worker Retention and Living Wage Ordinance, for further information regarding the requirements of the Ordinances.

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/OW-13). The List of Statutory exemptions, the Application and the Certification are included in the Attachment.

E. Contractor/Bidder History Form - Attachment E

On July 12, 1998, the City Council adopted a resolution requiring firms responding to bids, RFP's and RFQ's to submit a list of City contracts held within the last ten years in the response package on all bids and proposals. All proposers must complete and submit the Contractor/Bidder History Form included in Attachment E with the proposal.

F. Child support obligations - Attachment F

Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance requires that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. Proposers must complete and submit a Certification of Compliance with Child Support Obligations with their proposal contained in Attachment F. Failure to return the completed certification as part of the proposal will result in the proposal being deemed unresponsive and being rejected.

G. Americans with Disabilities Act Statement - Attachment G

It is the City of Los Angeles' policy to not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability. Furthermore, the City promotes reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, Services and activities. Proposers must comply with the Americans with Disabilities Act and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act Statement contained in Attachment G.

H. Equal Benefits Ordinance Compliance Form - Attachment H

Proposers are advised that any contract awarded pursuant to this RFP process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1. Equal Benefits Ordinance (EBO). Proposers shall refer to Attachment H for further information regarding the requirements of the Ordinance.

All Proposers shall complete and return, with their proposal, the Equal Benefits Ordinance Compliance Form (three pages) contained in Attachment H. The Application for Reasonable Measures and Determinations (one page) and the Application for Provisional Compliance (two pages) have been included in the Attachment but should be submitted only if applicable. Unless otherwise specified in the RFP package, Proposers do not need to submit supporting documentation with their proposals. However, supporting documentation verifying that the benefits are provided equally shall be required of the Proposer that is selected for award of a contract.

I. Contractor Responsibility Ordinance and Questionnaire - Attachment I

Proposers are advised that any contract awarded pursuant to this RFP process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40, et seq. Contractor Responsibility Ordinance (CRO). Proposers shall refer to Attachment I, Contractor Responsibility Ordinance and Questionnaire, for further information regarding the requirements of the Ordinance.

Proposers shall complete and return, with their proposals, the Responsibility Questionnaire included in Attachment I. Failure to return the completed Questionnaire shall result in the Proposer being deemed non-responsive.

J. Contractor Evaluation Ordinance - Attachment J

At the end of this contract, the City will conduct an evaluation of the Operator's performance. The City may also conduct evaluations of the Operator's performance during the term of the contract. As required by Section 10.30.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Operator assigns to the contract. An Operator who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any

response from the Operator, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

K. Slavery Disclosure Ordinance and Affidavit - Attachment K

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code. The selected Proposer must complete and submit the Slavery Disclosure Affidavit, before the contract can be executed, as detailed in Attachment K.

L. Los Angeles Resident Information - Attachment L

It is the policy of the City of Los Angeles to encourage businesses to locate or remain within the City in order to preserve and enhance the City's economic base. To this end, the City requires each proposer to submit information on its headquarters address and percentage of workforce residing in the City. To comply with this requirement, each Proposer and joint venture partner must submit a completed copy of the Los Angeles Residence Information Form - Attachment L. Failure to reside or be located within the City is not a basis for disqualification and no bonus points will be awarded to respondents who reside in or whose headquarters is located within the City.

M. Municipal Lobby Ordinance - Attachment M

Under Los Angeles Municipal Code, Section 48.09 (H), Proposers must complete and submit the Bidder Certification CEC Form 50 with the proposals.

N. First Source Hiring Ordinance - Attachment N

Under Los Angeles Administrative Code Section 10.44, Proposers must complete and submit the First Source Hiring Ordinance Forms: FSHO-1 and FSHO-2 before the contract is executed.

O. Local Business Preference Program – Attachment O

This narrowly tailored preference program is fashioned to encourage businesses to compete for City contracting opportunities, to locate operations in the City, and to encourage existing local businesses to refrain from relocating to different, less expensive areas.

VI. STANDARD CONTRACT PROVISIONS

The Agreement to be executed pursuant to this Request for Proposals is subject to the "Standard Provisions for City Contracts" presented as Appendix A.

VII. SUBMISSION

A. Acceptance of Terms

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all the terms and conditions hereinafter set forth in this RFP, unless otherwise expressly stated in the proposal.

B. Award of the Contract

The proposer to whom the contract is awarded shall be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. The award of the contract resulting from this RFP is subject to the approval of the Mayor and City Council. This RFP, addenda, submitted proposal, or any part thereof, shall be incorporated to further negotiate the terms and conditions of the contract with the selected proposer. The term of the contract will be 5 years.

C. Pre-Proposal Conference

A pre-proposal conference will be conducted by LADOT and will be held on the date and time stated in the cover letter of this RFP. Attendance at this Conference is strongly recommended. Proposers may submit inquiries in writing beforehand or verbally at the pre-bid conference. Further questions will be answered prior to the proposal deadline date by contracting assigned LADOT staff with questions for clarification.

D. Conference During the Proposal Evaluation Period

After expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel and others involved in this project will have been specifically directed against holding any meetings, conferences or technical discussions with any proposers except as provided in this Section. Proposers shall not communicate in any manner with any representatives of participating agencies regarding the RFP or the proposals during this period of time, unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that proposer's proposal.

E. Cover Letter

The proposal must be accompanied by a cover letter that contains the title "THE CITY OF LOS ANGELES PUBLIC CARSHARE PROGRAM" and contain a general statement for the purpose for submission, including the following information:

- a. Legal business status (individual, partnership, corporation, other) and the address and telephone number of the proposer.
- b. Name, title, address and telephone number of the person(s) authorized to represent the proposer in order to enter negotiations with the City with respect to the RFP and any subsequently awarded contract. The cover letter shall also indicate any limitation of authority for any person named.
- c. The cover letter must be signed by a representative or officer of the proposer who is authorized to bind the proposer to all provisions of the RFP, to all offers, statements and pricing submitted in the proposal, any subsequent changes to the contract, if award is made.
- d. If the proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.
- e. All signatures must be original and in ink.

F. Person to Contact for Further Information

Address all questions or requests for clarification to:

Yadi Hashemi, Acting Senior Transportation Engineer
Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, CA 90012
Telephone: (213) 473-8260
E-mail: LADOT.PrefParking@lacity.org

Contact after submittal of response - During the period from the submittal of response to RFP and continuing until the City Council is informed of a selection, respondents are not to contact City staff

regarding this RFP. Any such contact may result in the immediate disqualification of any respondent from consideration.

G. Interpretations and Addenda

Any subsequent change to or interpretation of the RFP will be mailed to each firm or individual to whom an RFP is sent and any such changes or interpretations shall become a part of said RFP and may be incorporated into any contract awarded.

H. Evaluation of Proposals

1. Mandatory requirements

All proposals will be reviewed by the City to determine if the proposals contain the minimum essential requirements outlined in the RFP, including instructions governing submission and format and compliance with standard City requirements. Those proposals deemed non-responsive will be disqualified without further evaluation and the respondent will be immediately notified.

LADOT reserves the right to ask respondents to cure non-material deficiencies in their proposal and non-material deficiencies that are cured shall not be a basis for disqualification.

2. Evaluation Committee

Evaluation of the proposals will be made by a selection committee appointed by the City. LADOT will appoint an Evaluation Committee and appoint a committee Chair from among the Committee members. Evaluation Committee shall examine each proposal which meets the mandatory requirements and recommends a contractor to the General Manager of LADOT. The General Manager's recommendation must receive the approval of the Mayor and City Council in order for the contract to be awarded.

3. Evaluation Criteria

This is a "best value" procurement. It is not a "low bid" procurement and price is only one consideration in the evaluation process. Written proposals for responsive proposers will be evaluated using the following criteria and points and will be awarded a maximum of 100 points.

Capability of Proposed System to meet RFP requirements. This evaluation is based on the specific requirements outlined in Section II. Each item or sub-section will be awarded points based on the

quality, comprehension, credibility and the ability of the Evaluation Committee to verify the respondent's proposal. Proposals will be evaluated on the utility of the proposed system and ease with which the City personnel and members of contracting public can make use of the features of the system.

A. Scope/Scale (15 points)

- 1) Speed of fleet deployment
- 2) Incorporation of electric and hybrid fuel vehicles
- 3) Use of Off-street Private Vehicle Supplement

B. Congestion Reduction & Integration with Public Transit (15 points)

- 1) The ideal proposal will demonstrate in the deployment plan, a commitment to filling a gap between public transit opportunities and ultimate destinations, as key features of the proposal.

The proposals shall specifically indicate where and how the CSO intends to supply this lack and why such a method or location has been chosen.

- 2) The ideal proposal will demonstrate in the deployment plan, a commitment to parking and congestion relief by placing vehicles in residential areas of with high population as a key feature of the proposal.

The proposals shall specifically indicate where and how the CSO the selection of the areas will best serve this goal.

C. Cost Recovery and Revenue Sharing (15 points)

Points shall be awarded as follows:

- 1) Plan to supply city with special carshare project coordinator position.
- 2) Plan to reimburse city for all program implementation & foregone revenue for use of public on- & off-street spaces.

- 3) Plans including percentage of gross revenue to be paid to the City.
 1. Size of Percentage
 2. Annual payment
 3. Quarterly payments

D. Fleet Emissions Footprint (15 points)

Consideration shall be give to CSOs that commit to utilizing a heavily fuel efficient fleet to reduce greenhouse gas emissions.

Points on fleet composition shall be awarded for:

- 1) Fleetwide average MPG of 30 MPG combined
- 2) Percentage of Electric & hybrid vehicles in fleet.

E. Technical & Marketing Proficiency (15 points)

- 1) Computer reservations system
- 2) Computer based and other outreach/marketing systems planned.
- 3) Prominence of the Public Carshare Program in the marketing strategy and branding

F. Operational Experience (15 points)

1. Verifiable evidence of financial stability. Audited corporate balance sheets will be evaluated by LADOT's Chief Accountant who will assign points.
2. Relevant corporate experience including verifiable comparable carsharing/rental and reservations capability.
3. Relevant experience, expertise, and technical skills of proposed staff.
4. Local office presence.

G. Interest in Serving Los Angeles's Diverse Populations
(10 points)

Points will be awarded to proposals which demonstrate an intention to place vehicles in areas representing a cross-section of Los Angeles' diverse communities

4. Oral presentation

After scoring the written proposals, the Evaluation Committee members shall turn in their scores for each respondent to the Chair. Committee members shall not share their scores with other Committee members or any other party. The Chair shall tally and summarize the scores for each Committee member, including him- or herself. All proposals that score a minimum of 70 points from all Evaluation Committee members will be placed on a short list. Notwithstanding the scores, LADOT reserves the right to reject any proposals that fails to receive at least 70% of the maximum points in all 7 evaluation criteria. Note that these scores only will not be used in determining the recommended respondent.

5. Oral Interviews

All respondents on the short list shall be invited to make an oral presentation and highlight the strength of their proposal. Failure to appear for the scheduled oral presentation shall be grounds for disqualification from the procurement; however, LADOT reserves the right to exercise discretion if there are extenuating circumstances. No proposal may be altered or enhanced during the oral presentation. Evaluation Committee members may ask respondents questions about their proposals. After each oral presentation, each Committee member shall score the respondent using the six evaluation criteria and points from Section III and considering both the written proposal and oral presentation (final score). Committee members shall not share scores with anyone else. LADOT reserves the right to schedule more than one interview if the department determines that doing so will improve the Committee's understanding of a respondent's proposal.

6. Forced Ranking

Each Committee member shall rank all respondents from highest to lowest based on the final scores he or she gave to each respondent. In the event of a tie in points, the Committee member shall still rank the respondents. Equal rankings shall not be allowed. Each Committee member shall turn in both their final

scores and their rankings to the Chair. The Chair shall confirm the rankings based on the final scores and summarize the rankings. If a consensus is achieved (i.e. all Committee members rank the same respondent first) then the Chair shall convene the Committee to discuss the strength and weaknesses of each respondent. After the discussion, each Committee member shall privately re-rank all respondents and turn in the rankings to the Chair. If a consensus ranking is achieved then the highest ranked respondent with the highest average rank (with each Committee member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for his or her decision. The Chair shall present the Evaluation Committee's recommendation to the Mayor and the City Council.

Note that scores only will be used for purposes of forced ranking for each Committee member. Under no circumstances will the sum of final scores, average of final scores, or any other methodology involving the final scores be used to select the recommended respondent.

7. Approval of Recommended Respondent

The General Manager's recommendation must be approved by the City

APPENDICES AND ATTACHMENTS

Appendix A Standard Provisions for City Contract

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Appendix A
Standard Provisions for City Contracts

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC-2. NUMBER OF ORIGINALS

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

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

PSC-4. TIME OF EFFECTIVENESS

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

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

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

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

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

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

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

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

PSC-19. BONDS

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

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

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

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

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

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

PSC-28. EQUAL EMPLOYMENT PRACTICES

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **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 **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

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

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract 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**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

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

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

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

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, 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. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

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

PSC-35. EQUAL BENEFITS ORDINANCE

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

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

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

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

PSC-36. SLAVERY DISCLOSURE ORDINANCE

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment: If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix B
**Mandatory City Contract Requirements, General City
Reservations, and Appeal Procedures**

Attachment A
Business Inclusion Program

MANDATORY CITY CONTRACT REQUIREMENTS, GENERAL CITY RESERVATIONS, AND APPEAL PROCEDURES

This Appendix shall be incorporated in all Requests for Proposals (RFP) and Requests for Qualifications (RFQ) issued by the City of Los Angeles, Department of Transportation (LADOT). The term "City" and LADOT are used interchangeably throughout this document.

MANDATORY CITY CONTRACT REQUIREMENTS

Sections below describe some of the mandatory requirements for contracting with the City. More detailed information and forms which must be completed by the proposer can be found in the Attachments A thru N, as well as other sections of the RFP/RFQ.

1. **Information on Business Locations and Workforce**

An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council requires all City departments to gather various information on contractors who conduct business with the City (see Los Angeles City Council File No.92-0021). The following information is to be included in each proposal:

- a. The headquarters address of the firm and the total number of employees, regardless of work location;
- b. The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c. The address (es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

Los Angeles Resident Information Form is located in Attachment L.

2. **Statement of Non-Collusion**

With each response, a statement shall be submitted and signed by the respondent under penalty of perjury that:

- a. The response is genuine, not a sham or collusive;

- b. The response is not made in the interest or on behalf of any person not named therein;
- c. The respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and
- d. The respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

3. Non-Collusion Affidavit is located in Attachment C.

4. Business Inclusion Program (BIP)

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBEs), Woman-owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran-Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts over \$100,000. Bidders and proposers (hereafter called "bidders") shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs have an equal opportunity to compete for and participate in City contracts. A prime bidder's Outreach efforts in reaching out to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by the level of effort put into achieving the BIP Outreach indicators. Failure to meet anticipated MBE/WBE/SBE/EBE/DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. However, failure to complete the Outreach as directed in the bid specifications will render the bid nonresponsive and will result in its rejection. Additional information, forms and instructions regarding BIP are located in Attachment A

5. Non-Discrimination, Equal Employment Practices and Affirmative Action Policies

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

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers shall complete and upload, the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN but no later than the time when an individual Bid/Proposal is submitted. However, Bidders/Proposers with Certifications previously uploaded to

BAVN and verified by the Office of Contract Compliance (OCC) do not need to re-submit.

Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders/Proposers shall complete and upload, the City of Los Angeles Affirmative Action Plan (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN, but no later than the time when an individual Bid/Proposal is submitted. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. Bidders/Proposers with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is 30 days or less from expiration.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Bidder/Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Bidder/Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

6. Service Contract Worker Retention and Living Wage Ordinances

The Service Contract Worker Retention Ordinance (Los Angeles Administrative Code, Section 10.36 et seq.) and the Living Wage Ordinance (Los Angeles Administrative Code, Section 10.37 et seq.) (collectively, the "Ordinances") provide that all employers (except those specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, or certain recipients of city financial assistance, shall comply with provisions of said Ordinances. Additional information, forms and instructions are located Attachment D.

7. Equal Benefits Ordinance

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

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

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

8. Insurance and Indemnification

If awarded a contract, the respondent will furnish the City evidence of insurance Coverage as set forth in Exhibit 1 of the Standard Provisions for City Contracts, which is located in Appendix A. City may require the respondent to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the afore-mentioned Standard Provisions for City Contracts. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-20 of the Standard Provisions for City Contracts.

9. Child Support Assignment Orders

Respondents are advised that any contract awarded pursuant to this RFP/RFQ will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.10, Child Support Assignment Orders. A Certification with Child Support Obligations must be submitted with a response to this RFP/RFQ. Additional information, forms and instructions are located in Attachment F.

10. Contractor Responsibility Ordinance

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the

Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Contractor Responsibility Ordinance. This Contractor Responsibility Ordinance requires that all respondents complete and return, with their response, the responsibility questionnaire for service contracts. Failure to return the completed questionnaire may result in the response being deemed nonresponsive. The Contractor Responsibility Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within thirty 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. Pursuant to the Contractor Responsibility Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in 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. Further, the Contractor Responsibility Ordinance requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Contractor Responsibility Ordinance; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance. Detailed information, forms, and instructions are located in Attachment I.

11. Americans with Disabilities Act

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Respondents awarded a contract through this RFP/RFQ must comply with the Americans with Disabilities Act and execute a certification regarding compliance with the Americans with Disabilities Act prior to the execution of a contract. Additional information, forms and instructions are located in Attachment G.

12. Recycled Paper

Proposers shall submit all written documents on paper with a minimum of 30 percent post-consumer recycled content. Existing Outside Counsel letterhead or stationery that accompanies these documents is exempt from this requirement. Pages should be double-sided. Neon or fluorescent paper shall not be used in any written documents submitted.

13. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP/RFQ will

be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

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

14. Municipal Lobbying Ordinance

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders 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 bidders, 12 months after the contract is signed. The bidder'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.

Bidders must submit CEC Form 55 and 50 (provided in Attachment M) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders 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.

Detailed information, form, and instructions regarding the Los Angeles Municipal Ordinance are located in Attachment M.

15. First Source Hiring Ordinance

Unless otherwise except in accordance with the Provisions of this Ordinance, this contract is subject to the application provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from to time. Additional information, forms, and instructions are located in Attachment N.

16. Local Business Preference Program

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Local Business Preference (Ordinance Number 181910). Additional information regarding the Local Business Preference Program is located in Attachment O.

GENERAL CITY RESERVATIONS

1. City reserves the right to verify the information in the response.
2. If a firm knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this RFP/RFQ, the City reserves the right to terminate that contract.
3. Submission of a response to this RFP/RFQ shall constitute acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred sixty five (365) days from the date set for receipt of responses. Firms awarded a contract pursuant to this RFP/RFQ will be required to enter into a written contract with the City approved as to form by the City Attorney. This RFP/RFQ and response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.
4. Late responses will not be considered. The City, in its sole discretion, reserves the right to determine the timeliness of all responses submitted.
5. The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
6. The City reserves the right to withdraw this RFP/RFQ at any time without prior notice and the right to reject any and all Responses. The City makes no representation that any contract will be awarded to any firm responding to this RFP/RFQ. The City reserves the right to extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended.
7. A proposer may withdraw its response prior to the specified due date and time. A written request to withdraw, signed by an authorized representative of the proposer, must be submitted to the City of Los Angeles, Department of Transportation at the address specified herein for submittal of proposal. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time prior to the specified submission deadline.

8. All costs of response preparation shall be borne by the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer in the preparation and/or submission of the response.
9. Unnecessarily elaborate or lengthy responses or other presentations beyond those needed to give sufficient and clear response to all of the RFP/RFQ requirements are not desired.
10. The response must set forth accurate and complete information as required in this RFP/RFQ. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award.
11. Responses shall be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt, unless requested by LADOT.
12. A firm will not be recommended for a contract award, regardless of the merits of the response submitted, if it has a history of contract noncompliance with the City or other funding source or poor past or current performance with the City or other funding source.
13. The City reserves the right to retain all responses submitted and the responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the responses submitted in response to this RFP/RFQ. All responses received by the City will be considered public records subject to disclosure under the Public Records Act. (California Government Code Section 6250 et seq.) Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the response that he or she will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of proposer's right to exemption from disclosure.
14. Upon completion of all work under this contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of this contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City agency. Copies made for the contractor's records shall not be furnished to others without written authorization from the City of Los Angeles, Department of Transportation.
15. Any contract awarded pursuant to this RFP/RFQ is subject to the Contractor Evaluation Ordinance, Los Angeles Administrative Code Section 10.39, which requires awarding authorities to evaluate contractor's performance and retain such evaluative information in a data bank for future reference.

16. The City may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with those proposers within a competitive range. Proposals should be submitted on the most favorable terms the proposer can provide.

PROTEST PROCEDURES

Protests concerning this RFP/RFQ process will be accepted by the City of Los Angeles, Department of Transportation (LADOT) based on either the RFP/RFQ content (terms and conditions as set forth in the RFP/RFQ or the staff recommendation for contract award. All protests regarding this RFP/RFQ must be filed in writing to the General Manager, City of Los Angeles Department of Transportation at 100 S. Main Street, 10th Floor, Los Angeles, CA 90012. All protests must be sent by certified mail with returned receipt. Certified mail must be postmarked no later than the 10th business day of either the advertisement of the RFP/RFQ (if protesting the content) or LADOT staff recommendation of contract award (if protesting the specific selection process). All protests shall include the name, address, and telephone number of the person representing the protesting firm. All protests must contain a full and complete written statement specifying in detail the grounds for the protest and the facts supporting the protest. The protest shall also clearly state the relief sought. If a protest is filed, LADOT shall issue a written decision on the protest to the protestor. Any interested party who plans to submit a proposal may file a protest based on the content (terms and conditions as set forth in the RFP/RFQ) of the RFP/RFQ within ten business days after the Request for Proposals is first advertised. LADOT's goal is to respond in writing by certified mail to protestor(s) within 15 calendar days of receipt of the protest. Should LADOT determine that a revision to the RFP/RFQ process is appropriate, LADOT shall either extend the RFP/RFQ timeline or reissue the RFP/RFQ. In either case, LADOT shall notify in writing by certified mail all firms in attendance at the Pre-Proposal Conference of any revisions to the RFP/RFQ process. LADOT's final written report on the Department's RFP/RFQ process and staff recommendation of contract award will contain an account of all protest(s) filed based on RFP/RFQ content, and shall also include the Department's response(s) to the protest(s). LADOT's report shall be forwarded to the Mayor and City Council, and/or the City's Board of Transportation Commissioners (as appropriate), for their consideration.

A protest based on the specific selection process may be filed with LADOT within ten business days after the staff recommendation for contract award has been made available to the public. LADOT shall notify RFP/RFQ responders in writing by certified mail of LADOT staff's recommendation of contract award. Upon receipt of any protests on the specific selection process, a review of the protest(s) shall be conducted by the Standing Protest Committee. This Committee consists of two members of the City's Board of Transportation Commissioners and at least two members of LADOT senior management staff not otherwise involved with the proposal evaluation. A protest

hearing will be convened at a publicly noticed meeting with a specific date, time and location. LADOT's goal is to conduct the hearing within 30 calendar days of the protest submission deadline. The findings of the Committee will be presented to the City's Board of Transportation Commissioners for consideration at one of its scheduled public meetings. For contract awards involving approval by the City Council, any adopted findings and/or recommendations of the Board of Transportation Commissioners concerning the protest review will be forwarded to the City Council's Transportation Committee for its consideration.

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)**

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

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

The Department of Transportation anticipated levels of

MBE Participation:	<u>18</u> %
WBE Participation:	<u>4</u> %
SBE Participation:	<u>25</u> %
EBE Participation:	<u>8</u> %
DVBE Participation:	<u>3</u> %

NOTE: BIP outreach information and/or assistance may be obtained through the Project Manager of this RFP or Department Contract Coordinator.

**CITY OF LOS ANGELES' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

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

A. GENERAL

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

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$3.5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program,

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

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

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

- 1) City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://www.lacity.org/BCA>
- 2) CalTrans

Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit
1900 Royal Oaks Drive, Sacramento, CA 95815
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>

- 3) Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>
- 4) Southern California Minority Business Development Council, Inc. (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: <http://www.scmdbdc.org>

- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
 - c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
 10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
 11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as

a subcontractor.

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a prime consultant will not be considered for credit in computing any pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation for this project. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated participation levels through subconsulting or materials and supplies acquisition.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
 - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
 - e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.

- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. BIP OUTREACH DOCUMENTATION

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

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

1. Email BAVN Support at support@labavn.org.
2. Email the Project Manager of this RFP. The Email address is on the cover letter of the RFP
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the Project Manager at the telephone number shown on the RFP cover letter.

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

Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.

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

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

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

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

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

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

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

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

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

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

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

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem

a proposer non-responsive if the wording seriously limits potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

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

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

6	NEGOTIATED IN GOOD FAITH
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

Required Documentation:

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

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer**

outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet. To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The summary sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the BAVN's summary sheet function will result in their RFP response being deemed non-responsive.

Note: Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the BAVN's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

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

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

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

third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

D. AWARD OF CONTRACT

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

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

E. SUBCONSULTANT SUBSTITUTION

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

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each item of work which was solicited, including dollar amounts.

3. Reason for selection or rejection of sub-bid prospect.
4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

I. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a). The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b). The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c). The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

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

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

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

Project Title

Proposer	Address
Contact Person	Phone/Fax

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

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

Signature of Person Completing this Form

Printed Name of Person Completing this Form

Title Date

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

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

Consultant	Address
Contact Person	Phone/Fax

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

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

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

**SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT**

Project Title	Contract No.
Company Name	Address
Contact Person	Phone

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

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

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

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

Los Angeles Business Assistance Virtual Network
BAVN

The Business Inclusion Program (BIP) Outreach Process

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

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

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

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

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

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

BIP Outreach Overview

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBEs), Woman-owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran-Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. Bidders and proposers (hereafter called "bidders") shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs have an equal opportunity to compete for and participate in City contracts. A prime bidder's Outreach efforts in reaching out to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by the level of effort put into achieving the BIP Outreach indicators. Failure to meet anticipated MBE/WBE/SBE/EBE/DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. However, failure to complete the Outreach as directed in the bid specifications will render the bid non-responsive and will result in its rejection.

BIP Outreach Helpful Hints

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

Below are suggestions in completing the BIP Outreach requirement:

- I. **Learn about the RFB/RFP/RFQ**

Attend the Pre-bid Meeting. Sign the attendance sheet in order to receive credit for your attendance.

- II. **Identify subcontracting opportunities and potential subcontractors**

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

- III. **Conduct Outreach (Written Notices to Subcontractors) – Indicator 4**
 - Via the BAVN, e-mail or fax letters to potential subcontractors not less than 15 calendar days prior to the bid due date.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- The written notice can be used to satisfy Indicators 3, 5 and 7 if appropriate information is provided on the communication.

Required documentation:

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

IV. Negotiate in Good Faith – Indicator 6

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

Submit two parts:

The Summary Sheet

- Must be organized by work area, list ALL bids received, the name of the company, bid dollar amount (if the project is an RFB or RFP) and the reason(s) for selection/non-selection.
- Must be performed using the BAVN's Reports system and must be submitted by 4:30 p.m. the following day after the date bids are received. Bidders will not be able to edit their Summary Sheet after 4:30 p.m. If a bid is submitted by a subcontractor that is not registered

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

with the BAVN, the bidder is required to add that firm to their Summary Sheet.

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

Bids/Quotes/Rate Sheets/Letters of Interest

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

Document all relevant correspondence on the Summary Sheet.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 1: Login into BAVN and find the opportunity.

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

Welcome to BAVN
The Business Assistance Virtual Network (BAVN) is a free service provided by the City of Los Angeles and the Mayor's Office of Economic Development.

View and download information about all contractual opportunities offered by the City of Los Angeles in one convenient location as well as find up-to-date certified sub-contractors to complement your project bid. Our goal is to have your business grow in the City of Los Angeles.

View Opportunities by Category

- Community
- Construction
- Personal Services
- [Search for all opportunities on BAVN](#)

Home/Logout

NOTICE TO LOS ANGELES WORLD AIRPORTS (LAWA) BIDDERS

As of January 1, 2009, the Purchasing Services Division (Los Angeles Airport and Ontario Airport) will no longer mail copies of any Request for Bids. All Requests for Bids will be posted on the City of Los Angeles web site <http://www.labavn.org>. Interested bidders will be responsible for downloading, printing their copy of all bid documents, faxing back bids to be submitted by fax and sending back formal bids in a sealed envelope showing the name and address of the bidder, bid number and bid due date. Bidders are advised that the US Postal Service does not deliver mail directly to the Purchasing Services Division street address at 7303 World Way West, Los Angeles. Said mail is delivered first to the LAWA PO Box and later brought to the Purchasing Services Division office.

MBE/WBE/DBE/Small Local Business Certification Open House

On the first Thursday of each month, firms seeking MBE/WBE/DBE and Small Local Business (SLB) certification are welcome to walk-in to the office of the Bureau of Contract Administration to submit their applications. Analysts from the Centralized Certification Section will be available to provide one-on-one certification assistance.

Where: Public Works Building, 1149 S. Broadway, Ste. 300, Los Angeles CA 90015
When: First Thursday of each month, 9:30 a.m. to 11:30 a.m.

SLB applications must be received by the Centralized Certification Section at least five calendar days prior to the bid deadline. Those applications that exceed this requirement will be processed before the bid deadline.

- Login to the website.
- If you know the category of contracts you are interested in, click on the appropriate link under "View Opportunities by Category." You can also filter the opportunities by contracting department. Click on the department link in the 'View Opportunities by Department' section located in the middle of the page, or
- Click the "Home" link in the menu bar to get to the above step.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 2: Find the Opportunity Online.

- Click the name of the Department that posted the Opportunity.

The screenshot shows the LABAVN website interface. At the top, there are navigation links: Home, Search Opportunities, FAQ, Profile, Logout. The main content area is titled 'View Opportunities by Category' and lists various city departments. The 'Public Works Bureau of Engineering' is circled in red. Other departments listed include: City of Los Angeles, City Administration Office, City of Los Angeles, Gas, Department of General Services, Department of General Services - Non-Community, Department of Recreation and Parks, Department of Water and Power, Harbor Department, Los Angeles Convention Center, Los Angeles Fire and Police Pension, Los Angeles Police Department, Los Angeles Water Appeals, Mayor's Office: Homeland Security and Public Safety, and various other city departments.

- The list of opportunities posted by that department will appear. The page displays 10 opportunities at a time. If there are more than 10 opportunities, there will be page numbers displayed across the top of the list. Clicking on a page number will allow you to access the rest of the opportunities, 10 at a time.


The screenshot shows the search results page. It displays a table with one opportunity listed:



Opportunity	Department	Posted	Closes	Status
TRAP MAINTENANCE HOLE MODIFICATION AND UPGRADE PHASES 3 AND 4 (SZC12163) (Online BIP Only)	Public Works: Bureau Of Engineering	05/11/2011	06/15/2012	Open

- From the opportunities list, click the desired opportunity's title to view detailed information about the opportunity. If an opportunity is eligible

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

for the online BIP Outreach process, you will see a BIP due date on the right side of the screen.


Los Angeles Business Assistance Virtual Network

[Home](#) | [Search Opportunities](#) | [FAQ](#) | [Profile](#) | [Logout](#)
Welcome **Jayson Joseph**

[General](#) | [Job Related Meetings](#) | [Documents](#) | [Prime Contractors](#) | [Subcontractors](#) | [Summary Sheet](#)
10:01:34 AM

SZC12163 - Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

Summary	Status	Print Page
Contract ID: 11625 Bid Method: Whole Category: Construction Type: Request For Bid Est. Budget: \$2,134,900.00	Status: Open Posted: 05/11/2011 Bid Due: 06/15/2012 10:00:00 AM PST BIP Due: 06/06/2012 12:00:00 AM PST	Bookmark Contract Frequently Asked Questions
<p>Phase 3 Rehab shafts of 3 MHS Remodel base of 91 sewer MHS & repl gas trap* in ea</p> <p>Phase 4 Rehab shafts of 5 MHS Remodel base of 105 sewer MHS & repl gas trap* in ea Remove trap & weir board from 1 MH Construct 4-R-diam MH & connect to 6-in sewer line.</p> <p>Both include: Removing metal steps from some MH shafts Confined space entry Traffic control Sewer bypass Odor control Possible sewer-pipe repair</p> <p>* Supplied by City, sized 8-18 in. Contractor will pick up near downtown LA</p>		
<p>Bid Package only available from BAVN</p> <p>***Planholders Lists & Bid Results- Click here***</p>		
<p>Interest Codes: 237110 - Water and Sewer Line and Related Structures Construction 237990 - Other Heavy and Civil Engineering Construction 327320 - Ready-Mix Concrete Manufacturing 327390 - Other Concrete Product Manufacturing</p>		
<p>Interest Codes: 237110 - Water and Sewer Line and Related Structures Construction 237990 - Other Heavy and Civil Engineering Construction 327320 - Ready-Mix Concrete Manufacturing 327390 - Other Concrete Product Manufacturing</p>		

Instructions for downloading documents :

1. You must be logged in to download the documents.
2. Enable pop-ups.
3. Left click the document title/name to download the document OR right click the document title/name and select *Save target as/Open link in new window/tab*.

Scope of Work Documents	Standard Requirements Documents
SZC12163 Info.pdf (38kb)	<ul style="list-style-type: none"> • Complete bid package (not counting any addenda) including bid proposal, plans & specs (20000kb) • BIP Helpful Hints

Meetings	Location	Description
May 17, 2011 at 10:00 AM	1st Floor Conference Room 150 1149 S Broadway Los Angeles, CA 90015	Non-mandatory prebid meeting

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 3: Search for the Subcontractors

- Click the "Subcontractors" tab to display the form used for locating subcontractors registered in the work areas specified in the opportunity.

Note: The due date for the BIP Outreach is displayed on the form in the Red bar. This date indicates the date and time before which the outreach needs to be completed. Once the date and time is reached, the Notify button and checkboxes for selecting the subs will be disabled.

- Select one or more work areas to filter the subs. Include the 4 and 5 character codes to the search to get more results.

Los Angeles Business Assistance Virtual Network

Los Angeles Works
Mayor's Office of Economic and Business Policy

MBC
Minority Business Office

Home | Search Opportunities | FAQ | Profile | Logout

Welcome jayson.joseph

General | Job Related Meetings | Documents | Prime Contractors | Subcontractors | Summary Sheet

2:10:39 PM

SZC12163 - Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

0 companies found. Click on Filter Search Results to edit the search criteria.

Please select the Workareas and click the Search Subs button.

The button shall be disabled after 06/05/2012 11:59:59 PM.

Select NAICS Codes:

<input checked="" type="checkbox"/> 237110	<input checked="" type="checkbox"/> 23711	<input checked="" type="checkbox"/> 237	Water and Sewer Line and Related Structures Construction
<input checked="" type="checkbox"/> 237990	<input checked="" type="checkbox"/> 23799	<input checked="" type="checkbox"/> 2379	Other Heavy and Civil Engineering Construction
<input type="checkbox"/> 327320	<input type="checkbox"/> 32732	<input type="checkbox"/> 3273	Ready-Mix Concrete Manufacturing
<input type="checkbox"/> 327300	<input type="checkbox"/> 32738	<input type="checkbox"/> 3273	Other Concrete Product Manufacturing

Uncheck all codes | Check all codes

Select other NAICS Codes

Select Certifications:

Note: For BIP Outreach purposes SLB and DBE that are not certified as MBEs and/or WBEs are classified as OBEs.

- City of Los Angeles Certifications:
 - DBE DBBE EBE SBE (LA) MBE SLB WBE
 - OBE (includes SLB, DBE, SBE and non-certified/non-MBE/non-WBE firms)
- Harbor Certifications:
 - SBE (Harbor) VSBE (Harbor)

Only display companies that can be notified online

Company Name

Search Subs

0 companies selected. Check the checkboxes and click the Notify button to contact the listed companies.

Filter Search Results

BIP STATUS

You have met the BIP outreach requirements for this contract. View BIP Requirements

NOTIFY SUBS


You may notify the listed Subs of your intent to pursue this opportunity by selecting their corresponding checkbox and clicking the 'Notify' button.

Notify

Completing the Business Inclusion Program (BIP) Outreach Requirement Online


You can also search for subcontractors in specific work areas, with a certain certification type, by name, or by their contact preference. To do this:

- Click the "Filter Search Results" link located on the right hand side on the top portion of the page.
- Select/de-select the specific work area(s) that you want to perform Outreach in by adding/removing the checkmark in front of the work area.
- Select certifications such as MBE, WBE, SBE, etc.
- Type in the partial name of a company that you want to Outreach to.
- Un-check the "Only display companies that can be notified online" checkbox if you wish to also view those subs that cannot be outreached to via the BAVN.
- Click the "Search Subs" button.



Los Angeles Business Assistance Virtual Network

Los Angeles Works
Mayor's Office of Economic and Business Policy



MBC
Minority Business Center

Home | Search Opportunities | RFI | Profile | Logout

General | Job Related Meetings | Documents | Prime Contractors | Subcontractors | Summary Sheet

SZC12163 - Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

0 companies selected. Check the checkboxes and click the Notify button to contact the listed companies.

	Companies	Address/Phone	Certification (Blank field indicates DBE)	BIP STATUS
<input type="checkbox"/>	AMISI CORP dba: American Industrial Services 2371: Utility System Construction	1215 Pacific Oaks PL Unit 104 Escondido, CA 92029 USA Ph: 760-432-0222	Licenses: A,C43,C20,B	You have met the BIP outreach requirements for this contract. View BIP Requirements
<input type="checkbox"/>	A Lighting by Design Inc. 2371: Utility System Construction	1211 N. Barsten VWAY Anaheim, CA 92806 USA Ph: 949-600-5910		<p>NOTIFY SUBS</p> <p>You may notify the listed Subs of your intent to pursue this opportunity by selecting their corresponding checkbox and clicking the 'Notify' button.</p> <div style="text-align: center; margin-top: 10px;"> <input type="button" value="Notify"/> </div>
<input type="checkbox"/>	A Plus Identification 237990: Other Heavy and Civil Engineering Constr...	250 W First ST Unit 240 Claremont, CA 91711 USA Ph: 909-398-1730		
<input type="checkbox"/>	A Thru Z Consulting & Distributing, Inc. 237990: Other Heavy and Civil Engineering Constr...	8620 E Old Vail RD Unit 100 Tucson, AZ 85747 USA Ph: 520-434-8281	Licenses: B,C51	

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 4: Identify Subcontracting Opportunities and Notify Potential Subcontractors

- Click on the checkbox located to the left of a company name to select a subcontractor that you wish to Outreach to. You can check up to 25 subs at a time.
- Click on the "Notify" button.

Los Angeles Business Assistance Virtual Network | Los Angeles **WORKS** | **MBC** Minority Business C

Home | Search Opportunities | FAQ | Profile | Logout

General | Job Related Meetings | Documents | Prime Contractors | **Subcontractors** | Summary Sheet | 1:59:47 PM

SZC12163 - Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

898 companies found. Click on 'Filter Search Results' to edit the search criteria. [Filter Search Results](#)

Please select the Workareas and click the Search Subs button.

<input type="checkbox"/>	ARROW BUILDING SUPPLIES 2379: Other Heavy and Civil Engineering Constr... 2371: Utility System Construction	1920 A HAVEMEYER LN REDONDO BEACH, CA 90278 USA Ph: 818-621-5869
<input type="checkbox"/>	Arrow Safety Equipment Inc. 237990: Other Heavy and Civil Engineering Constr...	400 S Ramona Ave Unit Site 110 Corona, CA 92879 USA Ph: 951-278-1111
<input checked="" type="checkbox"/>	ARROW TRANSIT MIX, INC 3273: Cement and Concrete Product Manufacturin... 2371: Utility System Construction	607 E L-12 AVE Lancaster, CA 93535 USA Ph: 661-945-7600
<input checked="" type="checkbox"/>	Art Construction 3273: Cement and Concrete Product Manufacturin... 2371: Utility System Construction	415 Naranja DR Unit E Glendale, CA 91206 USA Ph: 818-606-8367
<input type="checkbox"/>	Artistic Entertainment Services 2379: Other Heavy and Civil Engineering Constr...	120 N Aspan AVE Azusa, CA 91702 USA Ph: 626-334-9388
<input type="checkbox"/>	Arup 23711: Water and Sewer Line and Related Structu...	12777 West Jefferson Blvd Unit 200 Los Angeles, CA 90066 USA Ph: 310-578-4400

Licenses:
B,C10

BIP STATUS

You have met the BIP outreach requirements for this contract.
[View BIP Requirements](#)

NOTIFY SUBS

You may notify the listed Subs of your intent to pursue this opportunity by selecting their corresponding checkbox and clicking the 'Notify' button.

Notify

Note: The selected subcontractors will receive the solicitation notification either via e-mail or fax depending on how the company registered on the BAVN. This setting can be changed at anytime by the subcontractor via the BAVN.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Note: If a checkbox doesn't appear for a subcontractor that you wish to Outreach to, you will have to contact them the traditional way, via phone, email or mail. This occurs when the subcontractor did not provide an e-mail address or fax number during their registration, or if they have chosen not to be notified via the BAVN. Please encourage these firms to update their company profile information on the BAVN if they wish to be notified via e-mail or fax on future projects.

Note: This step can be repeated as many times as you wish up until the Outreach due date, or up until all potential subcontractors have been notified.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 5: Conduct Outreach

- **Create/modify the solicitation letter**

The system automatically generates a standard solicitation letter for you; if you wish to add additional language to the letter:

- Click the "Insert Your Own Message" link and type in the message you want to send to all of your recipients.
- Review the letter and any make changes, if necessary (Note: The names of the subcontractors that you have selected will be listed on the left side of the screen).
- Provide the sub bid due date.
- Enter the email address of the contact selected in Step 1.
- Click on the "Notify Subcontractors" button.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

SZC12163 - Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

Contact Subcontractors

This is a template of the letter that will be sent out to all selected subcontractors notifying them of your interest in this opportunity. By submitting this form an email or a fax will be sent to the companies you have selected notifying them of your interest in them for the selected contract.

Select a contact person from your company, review the recipients of your message and then review/edit the details of the letter before submitting the form. You may edit the letter by adding a personal note or modifying the response date you would like to get notified by.

STEP 1: SELECT A COMPANY CONTACT

Joseph, Joseph
213-978-2953
preeti.shah@lacity.org

STEP 2: REVIEW RECIPIENTS

- AMISI CORP dba: American Industrial Services
- A Lighting By Design Inc.

STEP 3: REVIEW BIP STATUS

You have met the BIP outreach requirements for this contract.
[View BIP Requirements](#)

STEP 4: REVIEW AND SEND THE LETTER

Date: June 29, 2011

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

Attention: Subcontractor Name

Subject: Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

J and Y Incorporated, is in the process of preparing a proposal for the above project and is interested in receiving subcontracting proposals for the following item(s):

- 237110 - Water and Sewer Line and Related Structures Construction
- 237990 - Other Heavy and Civil Engineering Construction
- 327320 - Ready-Mix Concrete Manufacturing
- 327390 - Other Concrete Product Manufacturing

A copy of the Trap Maintenance Hole Modification and Upgrade Phases 3 and 4 bid specifications and plans are available for review in the office of J and Y Incorporated, the City department's plan room, or on the Los Angeles Business Assistance Virtual Network (LA BAVN) website at <http://www.labavn.org/bid.cfm?11625>.

Please send us a quote on any of the above items by e-mailing <Selected Company Contact>. DO NOT RESPOND TO THIS E-MAIL. Indicate if you are a certified MBE, WBE, or DBE contractor. The bid due date is June 15, 2012. We must receive your proposal no later than 06/15/2012.

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

Insert Your Own Message (400 characters max.)
0 characters entered

Truly yours,

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

- This message will be sent to the selected subcontractors tonight on 06/29/2011
- A follow-up reminder message will also be sent to the selected subcontractors on 06/12/2012
- Please re-enter the e-mail address of the company contact: _____

Notify Subcontractors

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Step 6: Review Your BIP Outreach Activities

Once you have selected the subs to send the solicitation letter to, your Summary Sheet will automatically be created. As a Prime, you can access your Summary Sheet at anytime. Visit your Profile page and simply click the "Business Inclusion Program" tab to review your past contacts and to review the outreach requirements.

For all projects requiring BIP Outreach, the following Summary Sheet will be displayed.

Summary Sheet

Summary Sheet 10:47:30 AM

Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

Outreach Deadlines:

- You must perform your BIP outreach by 06/06/2012 12:00 AM, at which point you will no longer be able to contact subs and have it count towards your BIP.
- This Summary Sheet must be completed by 06/16/2012 4:30 PM, at which point you will no longer be able to edit this form and it will be considered final.
- [View this opportunity online](#) | [View all related subcontractors for this opportunity](#) | [Print this report](#) | [View only Responses](#)

Company Information

Business Inclusion Program Information

BIP Requirements:	Sub NAICS:	Required:	Contacted:
	327320 - Ready-Mix Concrete Manufacturing	17	0
	327390 - Other Concrete Product Manufacturing	17	0

Contacted: 0 unique subcontractor(s)

BIP Warnings

- You have not contacted the minimum required number of Subs for 327320.
- You have not outreached WBEs in 327320.
- You have not outreached OBEs in 327320.
- You have not contacted the minimum required number of Subs for 327390.
- You have not outreached OBEs in 327390.

BIP Outreach Submission Checklist

Outreached to MBEs, WBEs, and OBEs in each area of work for each of the required areas of work.

That ALL potential subcontractors/suppliers with whom the Bidder has had contact regarding this project, and/or ALL those who have submitted sub-bids, are listed on the Bidder's Summary Sheet with the following complete information:

- ALL of the responses and/or bids received (to include the exact work to be performed/materials purchased for the included bid-listed amount), and that the subbid is unaltered by the Prime
- That all "verbal" subbids are substantiated with hard quotes;
- Summary Sheet the exact name of the subcontractor/supplier who submitted the bid;
- Summary Sheet does the dollar amount of the subbid match the subbid amount and the bid-listed amount (if applicable);
- That a brief reason is given for selection/non-selection of a subcontractor/supplier;
- That the subcontractor (or Prime)/supplier is selected for every work area;
- That the "incomplete" subbids were clearly defined as to why they were considered incomplete;

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

This summary sheet displays only the companies that have responded. Click [Edit this Section](#) to see all the companies outreached in that work area. Or click [View detailed Summary Sheet](#) to view all outreached subs.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- **Note:** The Outreach due date and time. The subcontractor Outreach (the sending out of the solicitation letters) must be completed before this date and time. 12:00 AM is the morning of that date (midnight of the previous day).
- **Note:** The Summary Sheet due date and time. The Summary Sheet must be completed before this date and time and include all responses received from potential subs. Editing of the Summary Sheet will be disabled after the due date and time.
- **Note:** Review the list of work areas for which subs have been outreached to. A red box with an exclamation mark indicates that you have not met the minimum Outreach requirements for that work area. A green box with a checkmark indicates that you have met the minimum Outreach requirements for that work area. Be aware of the number of subs to which you are required to Outreach to in each work area versus the number of subs that you have actually outreached to so far.
- **Note:** Note the BIP Warnings. The warnings are displayed if you have not outreached to at least one MBE, WBE, SBE, EBE, DVBE, or OBE in a work area(s). You must Outreach to at least one MBE, one WBE, one SBE, one EBE, one DVBE, and one OBE in each work area, unless the requirement is waived by the Awarding Agency. The warnings for a work area can only be ignored if there are no MBEs, WBEs, SBEs, EBEs, DVBEs, or OBEs available in a particular work area.
- Review the checklist to make sure that you have completed all of the steps required to be a successful bidder on the project.
- The Summary Sheet shown below lists the only the subs that have responded by work area. To view all subs that have been outreached to, click the **View detailed Summary Sheet** link located with the **View all related Subcontractors for this opportunity** link.
 - The 1st section displays the subcontractors' work areas in ascending order.
 - The 2nd section displays the prime contractor's work areas.
 - The 3rd section displays the "Extended List" which includes subs outreached to in work areas other than those specified in the opportunity.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- The list displays the names of the subcontractors and their certification status (if applicable) in the first column. The "View Letter" link allows you to view/print the solicitation letter sent to a specific company.
- The 2nd column displays the initial contact date. This column is blank for companies that were added manually (companies where the solicitation letter was not sent via the BAVN system).
- The 3rd column displays the response date. This date needs to be updated when you receive a response from a sub. The column is blank until you update this information.
- The 4th column displays the Bid Amount or Letter of Intent (for RFQs), once updated by you.
- The 5th column displays the Notes section. You should provide information regarding communication between you and the sub, the reason for not selecting the lowest bidder in a work area, or any other information that supports your negotiations in good faith.
- The MBE/WBE/SBE/EBE/DVBE/OBE counts are displayed on the right hand side of the work areas.
- The Summary Sheet will not count subs that were not registered in the required work area(s) or were not outreached to online.

Step 7: Negotiate in Good Faith

Update your Summary Sheet to include all bids received, their corresponding work areas, and justifications for selection/ non-selection of subs. Follow the steps below to update your Summary Sheet:

- Click on the Profile link located on top of the page, and click on the "Business Inclusion Program" tab. The Summary Sheet can be viewed for all open and closed bids where the Online Business Inclusion Program Outreach was enabled.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Summary Sheets for Open Opportunities

Contract	Business Inclusion Program Due	Summary Sheet Due	CMSR Date
T20 Maintenance Hole Modification and Upgrade Phases 3 and 4	06/06/2012 12:00 AM	08/16/2012 04:30 PM	08/16/2012 10:00 AM

Summary Sheets for Closed Opportunities

Contract	Business Inclusion Program Due	Summary Sheet Due	Close Date
Avenue 45 & Arroyo Drive Relief Sewer (rebid)	04/01/2007 11:50 PM	04/12/2007 04:30 PM	04/11/2007 10:00 AM
Balboa S.A.F.E. (Solvents, Automotive, Flammable, Electronic Wastes) Collection Center	11/29/2010 12:00 AM	12/09/2010 04:30 PM	12/08/2010 10:00 AM
Crenshaw - Fire Station No. 94	06/28/2007 12:00 AM	06/07/2007 04:30 PM	06/06/2007 10:00 AM

- Select a project by clicking on the title from the list. You will see a more detailed view of the Outreach performed on that project. Every sub outreached to on that project will appear. The company name, certification status, and initial contact date will automatically be filled-in. The Prime must update this form with all other relevant information related to their Outreach.
- Responses received in each work area can be modified by clicking on the "Edit this Section" link.
- In order to complete the Summary Sheet, Primes must provide/enter the following information about the subcontractors that have responded:
 - Response Type. This field is required and you must select a response type first before entering values in the other fields. The possible values for this field are:
 - No Response: Sub did not respond
 - Response/No-submittal: Sub responded but did not bid
 - Submit Quote: Sub responded with a bid amount
 - Letter of Intent (for RFQ opportunities)
 - Response Date.
 - List the date that the Sub responded with a bid.
 - Selection/Non-Selection.
 - Selected: Prime selected the sub
 - Not Selected: Prime received a sub bid but did not select the sub

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- Bid Amount.
 - This field is required when "Submit Quote" is selected as the response type.
- Notes.
 - Enter any necessary information here about the Sub, including reasons for selection/non-selection. You can add notes by clicking the "Add Notes" link.

Note: The Summary Sheet displays the due date and time after which the form will be disabled. If the Summary Sheet form is active at the due date and time, changes will be saved automatically. The form will not be accessible once the Summary Sheet due date and time has passed. Also, there is a timer on the top right side of the form. Changes will be auto-saved when this timer times out.

Los Angeles Business Assistance Virtual Network

Los Angeles Works
Mayor's Office of Economic and Business Policy

MBC
Minority Business Org.

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Welcome Jayson Joseph

Summary Sheets 2:40:24 PM

Summary Sheet: Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

• Use this form to modify your Summary Sheet, please click the "Save Summary Sheet" button at the bottom of this form after you have finished to save your work
 • You will have 30 minutes to edit this form, please save your work periodically. You must submit this form before the timer reaches zero or you will be logged out. 29:29

Save Summary Sheet button shall be disabled after 06/16/2012 04:30 PM

Company Name	Response	Selected	Response Date	Bid Amount	Edit
American Precast Concrete, Inc *	No Response	Selected	06/13/2011	\$456	Edit Record
Arrow Transit Mix, Inc	Submit Quote	Not Selected	06/28/2011	\$10,000,000	Edit Record
Art Construction	No Response	Not Selected			Edit Record
Associated Ready Mixed Concrete Inc.	No Response	Not Selected			Edit Record

Click on the **Edit Record** button to update company information on the summary sheet.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Update Summary Sheet 2:45:24 PM

Summary Sheet: Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

Company:	American Precast Concrete, Inc
Response:	No Response <input type="checkbox"/>
Selected:	Yes <input checked="" type="checkbox"/>
Please enter date between 06/13/2011 and 06/30/2011.	
Response Date:	06/13/2011
Bid Amount:	\$456
Notes:	(You may enter up to 600 characters.) Testing.
Characters Left	
<input type="button" value="Save Summary Sheet"/>	

Click on the **Save Summary Sheet** button to save changes to the summary sheet.

Step 8: Add a subcontractor to the Summary Sheet manually

If a sub that the Prime wants to Outreach to doesn't show up in the search, or the checkbox doesn't appear next to a sub on the listing, the sub can be manually added by the Prime.

Primes may also manually add subs to their summary sheet if a sub is not registered on the BAVN.

- Click the "Add A Company Manually" link located on the right hand side of the Summary Sheet below the Outreach Submission Checklist box and above the list of subs outreached to. This will take you to a new page. You first must search for the company that you wish to add.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Summary Sheet

10:47:30 AM

Trap Maintenance Hole Modification and Upgrade Phases 3 and 4

- You must perform your BIP outreach by 06/06/2012 12:00 AM, at which point you will no longer be able to contact subs and have it count towards your BIP.
- This Summary Sheet must be completed by 06/16/2012 4:30 PM, at which point you will no longer be able to edit this form and it will be considered final.
- [View this opportunity online](#) | [View all related subcontractors for this opportunity](#) | [Print this report](#) | [View only Responses](#)

Company Information

Business Inclusion Program Information

BIP Requirements:	Sub NAICS:	Required:	Contacted:
	<input type="checkbox"/> 327320 - Ready-Mix Concrete Manufacturing	Required: 17	Contacted: 0
	<input type="checkbox"/> 327390 - Other Concrete Product Manufacturing	Required: 17	Contacted: 0
			Contacted: 0 unique subcontractor(s)

BIP Warnings

- You have not contacted the minimum required number of Subs for 327320.
- You have not outreached WBEs in 327320.
- You have not outreached OBEs in 327320.
- You have not contacted the minimum required number of Subs for 327390.
- You have not outreached OBEs in 327390.

BIP Outreach Submission Checklist

Outreached to MBEs, WBEs, and OBEs in each area of work for each of the required areas of work

- That ALL potential subcontractors/suppliers with whom the Bidder has had contact regarding this project, and/or ALL those who have submitted sub-bids, are listed on the Bidder's Summary Sheet with the following complete information:
- ALL of the responses and/or bids received (to include the exact work to be performed/materials purchased for the included bid-listed amount), and that the subbid is unaltered by the Prime
 - That all "verbal" subbids are substantiated with hard quotes;
 - Summary Sheet: the exact name of the subcontractor/supplier who submitted the bid;
 - Summary Sheet: does the dollar amount of the subbid match the subbid amount and the bid-listed amount (if applicable);
 - That a brief reason is given for selection/non-selection of a subcontractor/supplier;
 - That the subcontractor (or Prime)/supplier is selected for every work area;
 - That the "incomplete" subbids were clearly defined as to why they were considered incomplete;

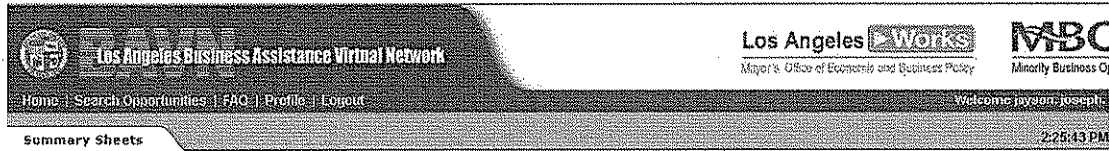
To modify the Summary Sheet, click on the "Edit Section" link by the corresponding area you wish to edit.

[Add A Company Manually](#)

This summary sheet displays only the companies that have responded. Click [Edit this Section](#) to see all the companies outreached in that work area. Or click [View detailed Summary Sheet](#) to view all outreached subs.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- In order to prevent duplicate registrations, you will first have to enter the company's name that you wish to add to your Summary Sheet.



Add Company Manually to Summary Sheet 'SZC12163'

Search For A Company

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

Company Name:

Step 1:
Search For A Company

Step 2:
Identify The Company

Step 3:
Notify Selected Companies

- If the search finds the company, then simply choose the desired contact method and then add the sub to your BIP Summary Sheet. There are 2 options that you may choose:



Add Company Manually to Summary Sheet 'SZC12163'

Identify The Company

One or more companies were found on BAVN matching the name 'test.' Please select one of the following choices to add a new company to your Summary Sheet.

- Select a company from the list to add to your Summary Sheet
- Manually add a new company to your Summary Sheet
- Search again

Option 1 Option 2

Option 1 Option 2

Search Results

Send Message & Add Company	Add Company	Company Name	Certs
<input type="checkbox"/>	Add	Test 125 test testville, CA 94839 USA	
<input type="checkbox"/>	Add	Test 155 Johnson AVE Pasadena, CA 91103 USA	

Step 1:
Search For A Company

Step 2:
Identify The Company

Step 3:
Notify Selected Companies

Instructions:
If you would like to send a notification letter to a company, select the checkbox by that company and click the 'Notify Companies' button below. The selected companies will receive a notification of your interest and will automatically be added to your Summary Sheet. (Recommended)

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

- Option 1: You may send the company a message stating your interest by selecting the checkbox next to the company you wish to contact and then clicking the Notify button. A letter will be sent to this company, as done previously in the Outreach. This process will automatically add the sub to your Summary Sheet.
 - Select the company that you wish to add to your summary sheet.
 - Click the Notify Selected Companies button located at the bottom of the list.
 - The solicitation letter shall appear. Complete the solicitation letter and click Notify Subcontractors button.

- Option 2: You have the option to simply add the sub to your Summary Sheet without sending a letter of interest by clicking the "Add" link next to the company name. If you choose this option, please be sure to explain the contact method and history in the "Notes" section of your Summary Sheet.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Los Angeles Business Assistance Virtual Network

Los Angeles Works
Mayor's Office of Economic and Business Policy

MBC
Minority Business Office

Home | Search Opportunities | FAQ | Profile | Logout

Welcome | Joseph Joseph

Summary Sheets 3:05:28 PM

Add Company Manually to Summary Sheet 'SZC12163'

Enter Contact Information

Review the company information and add the details of your communication in the fields below. Add * indicates a required field.

Company Information

Company Name	Phone: 559-492-5093
DUNS#	Fax:
Type: SUB	URL:
Address: 115 West Asheville, CA 94534 USA	

Main Area

Select the NAICS Codes for which you wish to Outreach the subcontractor. *

237110: Water and Sewer Line and Related Structures Construction

Response:	Selected:	Response Date:	Bid Amount:
Response/No submit	Not Selected		

237990: Other Heavy and Civil Engineering Construction

Response:	Selected:	Response Date:	Bid Amount:
Submit Quote	Not Selected		

237320: Ready-Mix Concrete Manufacturing

237390: Other Concrete Product Manufacturing

Other: (please enter details below)

Contact Information/Notes

Please describe who made initial contact, when contact was made, how contact was made, and what prompted contact. *

0 characters of 500 entered

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

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

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

The screenshot shows the LABAVN website interface. At the top, there is a navigation bar with the LABAVN logo and the text "Los Angeles Business Assistance Virtual Network". To the right, there are logos for "Mayor's Office of Economic Development" and "MBOC". Below the navigation bar, there is a search bar and a "Summary Sheets" section. The main content area is titled "Add Company Manually to Summary Sheet 'E1906330'". Underneath, there is a section "Identify The Company" with instructions: "One or more companies were found on BAVN matching the name Test. Please select one of the following choices to add a new company to your Summary Sheet." There are three bullet points: "Click on Company Name to view the company's Review Sheet.", "Manually add a new company to your Summary Sheet.", and "Search Again". The second bullet point is circled in red. To the right of the instructions, there are two steps: "Step 1: Search For A Company" and "Step 2: Identify The Company". Below this is a "Search Results" section with a table. The table has four columns: "Send Message & Add Company", "Add Company", "Company Name", and "City". There are four rows of search results. The first three rows have checkboxes in the "Send Message & Add Company" column. The fourth row has "N/A" in that column. To the right of the table, there are "Instructions" for adding a company manually.

Identify The Company

One or more companies were found on BAVN matching the name Test. Please select one of the following choices to add a new company to your Summary Sheet.

- Click on Company Name to view the company's Review Sheet.
- Manually add a new company to your Summary Sheet.
- Search Again.

Search Results

Send Message & Add Company	Add Company	Company Name	City
<input type="checkbox"/>	Add	Test 123 street city, CA 90012 United States	
<input type="checkbox"/>	Add	Test 123 N main los angeles, CA 90012 United States	
<input type="checkbox"/>	Add	Test 125 test lexville, CA 94039 United States	
N/A	Add	Test 123 main los ahe, CA 12245 United States	

Instructions:
If you would like to send a notification letter to a company, select the checkbox by that company and click the "Notify Companies" button below. The selected companies will receive a notification of your interest and will automatically be added to your Summary Sheet. (Recommended)
If you would like to only add a company to your Summary Sheet without sending them a notification letter simply click the "Add" link by the company and they will be automatically added to your Summary Sheet.

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

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

LABAVN - Los Angeles Business Assistance Virtual Network

Mayor's Office of Economic Development
Antonio Viterbo, Mayor
MBOC
Monthly Business Opportunity Center

Home | Search Opportunities | FAQ | Profile | Logout

Summary Sheets 10:28:15 AM

Add Company Manually to Summary Sheet 'E1906330'

Enter Contact Information

Enter the company and contact information below. A red * indicates a required field.

Company Information

Company Name: *
Test

Street No.: * Partial No.: Direction: *
Street Name: * Suffix: Suite No.:
City: * State: * Zip Code: *

Contact Information

Phone: * E-mail: * Fax: *

Work Areas

- 236220: Commercial and Institutional Building Construction
- 238120: Structural Steel and Precast Concrete Contractors
- 238210: Electrical Contractors
- 238220: Plumbing, Heating, and Air-Conditioning Contractors
- 238290: Other Building Equipment Contractors
- 238910: Site Preparation Contractors
- 327320: Ready-Mix Concrete Manufacturing
- 332323: Ornamental and Architectural Metal Work Manufacturing
- Other: (please enter details below)

Please describe who made initial contact, when contact was made, how contact was made, and what prompted contact. *

Add Company to Summary Sheet

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

- Provide the Name and Contact Information of the company.
- Click the checkbox next to the work area that you wish to add the company onto your Summary Sheet.
- Provide the Response, Response Date, Bid Amount and Selection, if applicable.
- Add a description of the communication between you and the sub in the "Contact Information/Notes" box.
- Click the "Add Company" button. The company will then be added to your Summary Sheet.
- **Note:** Once the sub is added in this manner, it is not considered registered until the sub creates a BAVN user ID and updates their NAICS codes, licenses etc. This registration must be completed before the award of the contract.

Completing the Business Inclusion Program (BIP) Outreach Requirement Online

Important Notes regarding the online BIP Outreach:

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

Attachment B
Nondiscrimination/Equal Employment Practices/Affirmative Action

Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Non-Construction)

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

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at \$1,000 or more.

Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders/Proposers shall complete and upload, the City of Los Angeles Affirmative Action Plan (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at \$100,000 or more. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN.

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Attachment C
Affidavit of Non-Collusion

NON-COLLUSION AFFIDAVIT

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

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

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

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

(Corporate Seal)

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

(Signature)

Attachment D
**Service Contractor Worker Retention
Living Wage Ordinances**

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?

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$454, 016 (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

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

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
 2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
 3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
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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 supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$454,016 (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

City of Los Angeles
CALIFORNIA



Antonio Villaraigosa
MAYOR

CURRENT AND PRIOR LIVING WAGE RATES

EFFECTIVE DATES	CASH WAGE + HEALTH BENEFITS (HB)	FULL CASH WAGE
July 1, 2011 - June 30, 2012	\$10.42 + \$1.25 per hour in HB	\$11.67 per hour
July 1, 2010 - June 30, 2011	No Increase*	
July 1, 2009 - June 30, 2010	\$10.30 + \$1.25 per hour in HB	\$11.55 per hour
July 1, 2008 - June 30, 2009	\$10.00 + \$1.25 per hour in HB	\$11.25 per hour
July 1, 2007 - June 30, 2008	\$9.71 + \$1.25 per hour in HB	\$10.96 per hour
July 1, 2006 - June 30, 2007	\$9.39 + \$1.25 per hour in HB	\$10.64 per hour
July 1, 2005 - June 30, 2006	\$9.08 + \$1.25 per hour in HB	\$10.33 per hour
July 1, 2004 - June 30, 2005	\$8.78 + \$1.25 per hour in HB	\$10.03 per hour
July 1, 2003 - June 30, 2004	\$8.53 + \$1.25 per hour in HB	\$9.78 per hour
July 1, 2002 - June 30, 2003	\$8.27 + \$1.25 per hour in HB	\$9.52 per hour
July 1, 2001 - June 30, 2002	\$7.99 + \$1.25 per hour in HB	\$9.24 per hour
July 1, 2000 - June 30, 2001	\$7.72 + \$1.25 per hour in HB	\$8.97 per hour
July 1, 1999 - June 30, 2000	\$7.51 + \$1.25 per hour in HB	\$8.76 per hour
July 1, 1998 - June 30, 1999	\$7.39 + \$1.25 per hour in HB	\$8.64 per hour
July 1, 1997 - June 30, 1998	\$7.25 + \$1.25 per hour in HB	\$8.50 per hour

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

For additional information or assistance, call:

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

City of Los Angeles
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

**NOTICE TO EMPLOYEES
LIVING WAGE ORDINANCE**

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO).

THESE ARE YOUR RIGHTS...

1. Minimum hourly compensation:

- o \$10.42/hour plus at least \$1.25 an hour in health benefits, OR
- o \$11.67/hour without health benefits.

Airport Employees:

- o \$10.42/hour plus at least \$4.55 an hour in health benefits, OR
- o \$14.97/hour without health benefits
 - The wage rates are adjusted annually. Changes are effective July 1 of each year. These rates are effective July 1, 2011.

2. Minimum days off:

- o 12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.
 - A full-time employee should accrue one day per month.
 - Unused compensated time off must be carried over for at least one year.
- AND
- o 10 additional uncompensated days off per year for family or personal illness.
 - Time off must be available to employees after 6 months of employment.

3. Tax Credit:

- o Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).
 - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

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

1. What is the Service Contractor Worker Retention Ordinance?

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

2. What is a successor contractor?

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: _____	
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 <u>WITHHOLDING OF PAYMENTS</u> DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.	

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, 2009 a wage of at least \$10.30 per hour with health benefits of \$1.25 per hour, or \$11.55 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	_____ Date

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, 2009 a wage of at least \$10.30 per hour with health benefits of \$1.25 per hour, or \$11.55 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:
 - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
 - 5b. **STATE** how much, if any, employees pay for co-premiums: \$ _____

****NOTE:** Payrolls and health benefits 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 and then CONTINUE TO #6 & #7.

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

6. **SUBMIT** a copy of your company's current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company's current UNPAID time off policy for the employees working on the City contract.

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

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

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title

Phone #

Date

AWARDING DEPARTMENT USE ONLY:

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

LWO – OCC EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE OCC 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"/> 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.
<input type="checkbox"/> Service contracts / Public Licenses / Lessees NOT Subject <input type="checkbox"/> Grant Funded Services <input type="checkbox"/> CFAR	A memorandum explaining the basis for the request for application for exemption.

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.

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
<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.	NONE REQUIRED.

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	Date
Phone #	

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 – 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
Company Name: _____ Contact Person: _____ Phone Number: _____ Do you have subcontractors working on this City contract? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT. If YES, 1) STATE the number of subcontractors working ON THIS CITY CONTRACT: _____ 2) Fill in PART A for EACH subcontractor in Section II below AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION				
PART A	PART B			
	CHECK OFF ONLY ONE BOX (I-IV) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:			
	I 501(c)(3) ¹	II One- Person Contractor ²	III Collective Bargaining Agreement ³	IV Occupational License ⁴
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 over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, 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"/>
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 over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, 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"/>
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 over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, 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"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)				
PART A	PART B			
	CHECK OFF ONLY ONE BOX (I-IV) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:			
	I 501(c)(3) ¹	II One- Person Contractor ²	III Collective Bargaining Agreement ³	IV Occupational License ⁴
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 over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, 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"/>
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 over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . If you have additional Subcontractors, please attach another copy of LW-18. Otherwise, continue to Section V.	<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)				
If you checked off any boxes in Part B, your Subcontractor(s) may qualify for an LWO exemption. Have your subcontractor fill out the form in the right-hand column below. Continue to Section V, and submit this form (along with LW-13 or LW-10) to the Awarding Department for approval.				
If you did NOT check any boxes in Part B or do NOT qualify for an exemption, Continue to Section IV.				
<input type="checkbox"/> One-person contractors, lessee, licensee <input type="checkbox"/> 501(c)(3) non-profit organization	LW-13: http://bca.lacity.org/site/pdf/lwo/exemptioncertification.pdf			
<input type="checkbox"/> Occupational license required <input type="checkbox"/> Collective bargaining agreement w/supersession language	LW-10: http://bca.lacity.org/site/pdf/lwo/ExFormW2.pdf			
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 following forms and submit them (along with LW-18) to the Awarding Department (and supporting documentation, where applicable):				
a. Employee Information Form b. Subcontractor Information Form c. Subcontractor Declaration of Compliance Form	LW-6: http://bca.lacity.org/site/pdf/lwo/eil_W6.pdf LW-18: http://bca.lacity.org/site/pdf/lwo/siflw18.pdf LW-5: http://bca.lacity.org/site/pdf/lwo/doc.pdf			
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	_____ Phone #	_____ Date		
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.

Attachment E
Contractor/Bidder History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or good provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional additional pages as needed.

Were any contracts held w/City of Los Angeles in last 10 years? Yes No

Department with which Contract Held	Contract Dates	Services/Goods Provided	Contract Amount	Contract Number

Name of Organization

Signature

Print Name

Title

Date

Attachment F
Child Support Obligations

ATTACHMENT F

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:

Name of Business/Borrower

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

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

City/County/State _____

Date _____

Name of Business _____ Address _____

Signature of Authorized Officer or Representative _____ Print Name _____

Title _____ Telephone Number _____

Attachment G
American With Disabilities Act

EXHIBIT G
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

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

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

Contract NUMBER _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Attachment H
Equal Benefits Ordinance

Equal Benefits Ordinance

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

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

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

**CITY OF LOS ANGELES
EQUAL BENEFITS ORDINANCE
(Los Angeles Administrative Code Section 10.8.2.1)**

1. What is the Equal Benefits Ordinance?

The Equal Benefits Ordinance (EBO) requires that City contractors who provide benefits to employees with spouses must provide the same benefits to employees with domestic partners.

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

The Ordinance covers any City agreement over \$5,000. This includes agreements for grants, services, the purchase of goods, construction, and leases.

3. When does the Ordinance become applicable?

The original Ordinance became effective on January 1, 2000. The original Ordinance was applicable mostly to service contracts and leases of City property. However, in February 2003, the Ordinance was amended to also cover competitively bid contracts such as construction and procurement contracts. Because of the amendment, the Ordinance applies to competitively bid contracts amended after April 1, 2003 and competitive bids released after May 1, 2003.

4. Are agreements entered into before the effective date of the Ordinance affected?

In general, agreements executed prior to January 1, 2000 become subject to the Ordinance if they are amended, modified, or renewed after January 1, 2000. For competitively bid agreements, the Ordinance becomes applicable if they are amended, modified, or renewed after April 1, 2003. At the time of amendment, modification, or renewal, the awarding authority must incorporate the requirements of the Ordinance into the agreement.

5. Who is covered by the Ordinance?

The Ordinance applies to the following:

- Any contractor that has an agreement with the City.
- All of the City contractor's other operations located within the City limits, even if those operations are not involved in the City agreement.
- Any of the contractor's operations if it is on property owned by the City, or on property that the City has a right to occupy.
- The contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the subject City agreement.

6. What is a covered contractor required to do under the Ordinance?

The Ordinance requires the contractor to:

- Certify that equal benefits will be provided to employees with spouses and to employees with domestic partners.
- Post a copy of the following statement in an area frequented by employees: "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."
- Allow the City access to records so that the City can verify compliance with the Ordinance.

7. Are subcontractors also covered?

This depends on when the prime contractor's agreement with the City became subject to the Ordinance. If the prime contractor's agreement with the City became subject to the EBO between January 1, 2000 and March 31, 2003, subcontractors working on the agreement are subject to the requirements of the EBO. If the prime contractor's agreement with the City became subject to the EBO after April 1, 2003, subcontractors working on the agreement are not subject to the EBO.

8. What benefits are included?

The Ordinance applies to all benefits offered by an employer. This includes, for example, bereavement leave, family medical leave, medical, dental, and vision benefits, membership or membership discounts, moving expenses, travel and relocation benefits, and retirement plans.

9. How does the Ordinance define a "domestic partner"?

"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.

10. What if the actual cost to a contractor of providing a benefit to an employee's domestic partner is more than the cost of providing the benefit to an employee's spouse?

In that case, the contractor may require that the benefit will be provided to the employee's domestic partner only if the employee agrees to pay for the extra cost of the benefit. The contractor may do the same if the actual cost to the employer of providing a benefit to an employee's spouse is more than the cost of providing the benefit to an employee's domestic partner.

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

The City may take the following steps:

- The contractor may be deemed to be in material breach of the City agreement.
- The agreement may be canceled, terminated, or suspended, in whole or in part.
- The City may also retain money due to the contractor
- The contractor may be deemed a non-responsible bidder and disqualified from contracting with the City under the Contractor Responsibility Ordinance.
- The City may pursue other legal remedies.

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

Because the contractor is responsible for making sure that all its subject subcontractors comply with the Ordinance, the enforcement actions listed in the previous answer may be applied to the contractor if the subcontractor is found to be in violation. See the response to question number seven regarding which subcontractors are subject to the EBO.

13. Are there any exceptions or waivers to the Ordinance?

An awarding authority may apply to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) for a waiver in the following situations:

- The contractor is the only provider of a needed good or service.
- The contractor is the only bidder or contractor willing to enter into an agreement with the City for use of City property.
- The agreement is necessary to respond to an emergency situation that endangers the public health or safety, and no contractor that complies with the law is immediately available.
- The agreement involves specialized litigation as certified by the City Attorney's Office.
- The contractor is a public entity providing a good, service, or access to real property that is not available from any other source.
- The contractor is a public entity and the good or service is necessary to serve a substantial public interest
- The application of the Ordinance would conflict with the terms or conditions of a grant agreement with a public agency.
- The agreement is essential to the City or the City's residents and no other contractor that complies with the Ordinance is available.
- The agreement is for a bulk purchasing agreement through City, federal, state, or regional entities that reduce the City's purchasing cost.
- The agreement involves the investment of certain types of monies, or instances in which the City will incur a financial loss that would violate the Treasurer's or City Administrative Officer's fiduciary duties.

14. What if a contractor is subject to a collective bargaining agreement?

The Ordinance does not apply to a collective bargaining agreement (CBA) that was in effect prior to the Ordinance becoming applicable to the Contractor. However, in order to contract with the City, the contractor must agree that if the CBA is subsequently amended, extended, or otherwise modified, the contractor will propose to the union that the requirements of the Ordinance be incorporated into the CBA. If the contractor agrees to do so, the contractor may be granted Provisional Compliance status allowing the contractor to begin working on the City agreement. When the Provisional Compliance status expires, the contractor must verify for the City the steps taken to come into compliance with the EBO.

15. Who is responsible for administering and enforcing the requirements of the Ordinance?

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

16. Where can a domestic partnership be registered?

Many governmental agencies offer domestic partnership registries. Two local governmental entities that offer such registries include the County of Los Angeles and the City of West Hollywood.

Los Angeles County

Couples may file a Statement of Domestic Partnership with the Los Angeles County Department of Registrar-Recorder/County Clerk. The County registry is available to same sex and different sex couples. Couples must both be 18 years of age or older and at least one partner must reside or work within Los Angeles County.

For additional information, contact the Registrar-Recorder/County Clerk at (562) 462-2060. The Los Angeles County Department of Registrar-Recorder/County Clerk webpage at <http://regrec.co.la.ca.us/scripts/partnership.htm> contains information on where to file a Statement of Domestic Partnership and forms that can be downloaded.

City of West Hollywood

Couples may apply for Domestic Partnership registration with City of West Hollywood's Office of the City Clerk. The City of West Hollywood registry is available to couples of the same and different sex. The couple need not work in nor reside in West Hollywood to register.

For additional information, couples may contact the City of West Hollywood's Office of the City Clerk at (323) 848-6332. The City of West Hollywood's website at www.weho.org contains information on Domestic Partnership status and forms that can be downloaded.

Attachment I
Contractor Responsibility Ordinance

**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 to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

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. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. 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. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

STATE ENTITIES**California's Department of Industrial Relations**

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

California's Department of Justice**LOCAL ENTITIES**

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

OTHERS

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

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for 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

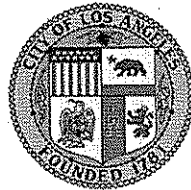
Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

Attachment J
Contractor Evaluation Ordinance

CITY OF LOS ANGELES



RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR EVALUATION ORDINANCE FOR SERVICE CONTRACTORS

Department of Public Works
Bureau of Contract Administration
Special Research & Information Section
221 North Figueroa Street, Suite 700
Los Angeles, CA 90012
(213) 847-580-5012

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR EVALUATION ORDINANCE FOR SERVICE CONTRACTORS

1. Applicability of These Rules to Service Contractors

These Rules are applicable to service contracts over \$25,000 and at least three (3) months in duration. A service contract that does not meet both the above thresholds does not require a performance evaluation until an amendment, renewal, or modification makes the total term of the contract exceed \$25,000 and three (3) months in duration. The Department of Public Works, Bureau of Contract Administration, Special Research and Information Section (SRIS) may amend or revise these Rules consistent with applicable law.

2. Notifying Prospective Contractors of the Contractor Evaluation Program

- a. When preparing Requests for Proposals (RFP), Request for Qualifications (RFQ), or Request for Bids (RFB), the awarding authority shall notify prospective proposers that the selected proposer's performance on the City service contract will be subject to a performance evaluation by including in all RFPs/RFQs/RFBs the RFP Language (Attachment 1).
- b. If the service contract is not procured through an RFP/RFQ/RFB process, the awarding authority shall notify the selected contractor that its performance will be subject to an evaluation at the end of the contract.

3. Selecting a Contractor for Award of a Service Contract

Before awarding a contract, the awarding authority must consider information contained in the Contractor Evaluation Program (CEP) database regarding the prior performance of the potential contractor(s). Information contained in the database may be considered by awarding authorities in several ways; for example:

- a. The awarding authority uses a scoring system to evaluate proposers, and one factor taken into consideration in scoring the proposers is prior work experience. In scoring each proposer in the area of prior experience, the awarding authority consults the CEP database to determine whether there is information that would negatively affect the proposer's score in that area. If there is information that negatively affects a proposer's score in the area of prior work experience, the proposer's score must be adjusted accordingly. The CEP database must be consulted prior to arriving at a final score for each proposer. **The CEP database shall not be used as a basis for increasing a proposer's score in any way.**
- b. The CEP database may also be used as a reference check after the awarding authority has selected a proposer through an evaluation process. If, after the reference check on the selected proposer, the awarding authority determines that the service contract should be awarded to another proposer rather than to

**RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR
EVALUATION ORDINANCE FOR SERVICE CONTRACTORS**

the selected proposer because of (a) poor performance evaluation(s), the awarding authority must notify the selected proposer of such reason in writing and allow the selected proposer an opportunity to rebut adverse evidence and to present evidence that the proposer is qualified to perform the contract before awarding the contract to any other proposer. To provide the proposer with due process in these instances, each awarding authority must establish a procedure which shall, at minimum, include the following:

- (1) The awarding authority must notify the SRIS and the City Attorney that the awarding authority intends to award away from the proposer because of the poor performance evaluation(s) contained in the CEP database.
- (2) The awarding authority must provide the proposer with written notice of the awarding authority's intent to award away from the proposer. The notice must inform the proposer of the following:
 - (a) The awarding authority intends to award the contract away from the proposer.
 - (b) The intent of the awarding authority to award the contract to a different proposer is based on (a) poor performance evaluation(s) contained in the CEP database.
 - (c) An opportunity to rebut adverse evidence and to present evidence that the proposer is qualified to perform the contract will be provided if the proposer submits a written request for such a proceeding. The written request must be received by the awarding authority within 10 calendar days of the date of the notice.
 - (d) If the awarding authority does not receive the written request for an opportunity to rebut adverse evidence within the 10 calendar days of the date of the notice, the proposer may be deemed to have waived any such proceeding.
 - (e) Any evidence that the proposer wishes to present at the proceeding must be received by the awarding authority within 15 calendar days of the date of the notice.
 - (f) The date the proceeding will be held. The proceeding shall be held only if the awarding authority receives the written request within the required time and shall be at least 20 calendar days from the date of the notice.
 - (g) The proceeding shall be limited to the awarding authority's intent not to award the contract to the proposer because of the poor performance evaluation(s) and to the issues raised in those evaluations.
- (3) The awarding authority must allow the proposer 10 calendar days from the date of the notice to submit a written request for an opportunity to rebut

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR EVALUATION ORDINANCE FOR SERVICE CONTRACTORS

adverse evidence. If the awarding authority does not receive a written request for such a proceeding within the 10 calendar days, the awarding authority may deem the contractor to have waived the opportunity for such a proceeding. A request for a proceeding may be submitted by fax in order to meet the 10 calendar day deadline provided that the original of that request is submitted prior to the date of the hearing.

- (4) The awarding authority must allow the proposer 15 calendar days from the date of the notice to submit the evidence that the proposer will present at the proceeding. Evidence not received by the awarding authority within the 15 calendar day period may not be considered by the awarding authority during the proceeding.
- (5) If the awarding authority receives a written request for a proceeding within the required time, the proceeding shall be held at least 20 calendar days from the date of the notice and shall be limited to the awarding authority's intent not to award the contract to the proposer because of the poor performance evaluation(s), and to the issues raised in those evaluations.
- (6) The proceeding may be held by the head of the awarding authority, or his/her designee who shall make a recommendation to the head of the awarding authority. The head of the awarding authority shall make the final decision. The decision of the head of the awarding authority is final and constitutes exhaustion of administrative remedies.

4. Departmental Evaluations

- a. The City contract administrator must document the contractor's performance during the term of the contract. The supporting documentation must form the basis for the contractor's performance evaluations.
- b. At the end of the contract, the contract administrator must complete a draft evaluation of the contractor's performance. The draft evaluation must be completed using the evaluation form. The contract administrator must submit the draft of the performance evaluation to the SRIS within 14 calendar days from the date the contract ends. Supporting documentation, if any, must be submitted with the performance evaluation.

5. SRIS Review

- a. The SRIS, upon receipt of the draft evaluation from the contract administrator, will conduct a review to ensure that it is complete, factual, objective, and supported with documentation. If these criteria are not met, the evaluation will be returned to the contract administrator for clarification.

**RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR
EVALUATION ORDINANCE FOR SERVICE CONTRACTORS**

- b. When a department's evaluation indicates that the work performed by the contractor was "Marginal" or "Unsatisfactory" in one of the performance indicators, the SRIS will send the final performance evaluation to the contractor. The contractor may submit a written response to the SRIS. The contractor's response must be received by the SRIS within 14 calendar days from the date that the final evaluation is sent to the contractor, unless the SRIS in its discretion agrees to extend the time.
- c. The final performance evaluation and any contractor response received by the SRIS within the appropriate time frame shall become part of the CEP database and part of the public record.

6. Debarment

- a. A department may also debar a contractor from doing business with the City if:
 - (1) the contractor performs poorly on (a) contract(s), and
 - (2) the department determines that based on the contractor's performance, the contractor should be considered a non-responsible contractor.
- b. Before a department proceeds to debar a contractor, the department must:
 - (1) Inform the SRIS of its intent to debar the contractor.
 - (2) Contact the Office of the City Attorney to discuss the basis for the proposed debarment of the contractor.
- c. Each department must establish its own procedure for debarment that, at minimum, must include the following:
 - (1) The department must provide the contractor with written notice of the department's intent to debar the contractor. The notice must inform the contractor of the following:
 - (a) The department intends to debar the contractor.
 - (b) The reason(s) and basis for the debarment.
 - (c) An opportunity to rebut adverse evidence and to present evidence that the contractor is a responsible contractor will be provided if the contractor submits a written request for such a proceeding. The department must receive the written request within 10 calendar days of the date of the notice.
 - (d) If the department does not receive a written request for such a proceeding within 10 calendar days from the date of the notice, the contractor may be deemed to have consented to the debarment.
 - (e) Any evidence that the contractor wishes to present at the proceeding must be received by the department within 15 calendar days of the date of the notice.

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR EVALUATION ORDINANCE FOR SERVICE CONTRACTORS

- (f) The date the proceeding will be held. The proceeding shall be held only if the department receives the written request within the required time and shall be least 20 calendar days from the date of the notice.
 - (g) The proceeding shall be limited to the reasons stated in the department's notice of intent to debar.
- (2) The department must allow the contractor at least 10 calendar days from the date of the notice of intent to debar to submit a written request for an opportunity to rebut adverse evidence. If the department does not receive a written request for such a proceeding within the appropriate time frame, the department may deem the contractor to have consented to the debarment. A request for a proceeding may be submitted by fax in order to meet the 10 calendar day deadline provided that the original of that request is submitted prior to the date of the proceeding.
- (3) The department must allow the contractor 15 calendar days from the date of the notice of intent to debar to submit the evidence that the contractor intends to present at the proceeding. Evidence not submitted within the 15 calendar days need not be considered by the department during the proceeding.
- (4) If the department receives a written request for a debarment proceeding within the required time, the proceeding shall be held at least 20 calendar days from the date of the notice of intent to debar. The proceeding must allow the contractor an opportunity to address the issues contained in the notice of the department's intent to debar.
- (5) The proceeding may be held by the head of the debarring department, or his/her designee who shall make a recommendation to the head of the department. The head of the department shall make the final decision. The department's decision shall be final and constitutes exhaustion of administrative remedies. The department's final decision shall be provided to the contractor and to the SRIS for inclusion in the CEP database.
- (6) A contractor debarred by a department because of its performance on a contract may not be awarded any contract with any other department in the City. The Citywide debarment is effective for a period of five (5) years from the date of the City's notice that a contractor has been debarred.
 - (a) A contractor debarred from doing business with the City may not perform any work on any City agreement, whether as a prime contractor, a subcontractor, a partner in a partnership, a participant in a joint venture, a member of a consortium or in any other capacity.
- (7) After two (2) years from the date a contractor has been debarred from doing

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR EVALUATION ORDINANCE FOR SERVICE CONTRACTORS

business with the City, the contractor may request to be removed from the list of debarred contractors and may be allowed to contract with the City prior to the end of the five (5) year debarment period if the contractor proves that it has corrected the problems which led to the debarment and is a responsible contractor. Evidence must be submitted to the debarring department that the contractor has satisfactorily performed the same type of services for other governmental entities or private companies since it was originally debarred. The department shall provide the contractor with written notice of its decision on whether to lift the debarment. A copy of that decision shall be provided to the SRIS. Unless otherwise removed from the list of debarred contractors by the debarring department, debarred contractors shall remain on the list for five years from the date of being debarred.

- d. Debarment under the Contractor Evaluation Ordinance constitutes debarment under the Contractor Responsibility Ordinance. Similarly, debarment under the Contractor Responsibility Ordinance constitutes debarment under the Contractor Evaluation Ordinance.

**RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR
EVALUATION ORDINANCE FOR SERVICE CONTRACTORS**

ATTACHMENT 1: CONTRACTOR EVALUATION RFP/RFB/RFQ LANGUAGE

CONTRACTOR EVALUATION

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

Attachment K
Slavery Disclosure Ordinance

Slavery Disclosure Ordinance

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

All Bidders/Proposers shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

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

Attachment L
Los Angeles Resident Information

Contractor Workforce Information

The City Council requires the submittal of information on the headquarters address of firms contracting with the City and certain information on firms' employees. The adopted Council motion (Council File 92-0021) is provided below:

Council File Number

92-0021

Mo — The City of LA enters into contracts with many individuals & businesses for various services. In approving these contracts, Ccl considers repts from CAO on whether the proposed contracts are needed, whether they are a good use of City funds. Because the aggregate value of these contracts is considerable, Ccl also likes to look at the broader impacts of its contracting practices. For this reason, other factors, such as whether city employees could do the work, or whether contractors comply with City's Affirmative action & child care policies, are also considered. By making these policies a matter for consideration, Ccl is attempting to gain not only the best possible value for taxpayers, but also to encourage the kind of business conduct which benefits the entire community.

One policy which is of considerable importance to the economic well-being of the City is encouraging businesses to locate or remain here. This is important because of the jobs businesses generate, as well as for the business taxes they remit. However, information on the business location of contractors, & the number of people they employ in the City, is not currently provided to the Ccl by CAO. Such information would be useful in calling attention to the importance of preserving the City's economic base, prior to authorizing the expenditure of funds of City contracts.

THEREFORE MOVE that CAO & all City depts be directed to include the headquarter address of all businesses or individuals seeking City contracts as well as the percentage of their workforce residing in the City of LA in all repts to the Mayor & Ccl.

FURTHER MOVE that this information be provided in a standardized format, so that it may be easily understood by members of Ccl & the public.

Please provide the following information:

Question	Response
1. The headquarters address of your firm	
2. The address of any branch office(s) within the City of Los Angeles	
3. Total workforce	

Question	Response
4. Percentage of total workforce residing in the City of Los Angeles	
5. Percentage of total workforce working within the City limits (i.e., working for any customer located within the geographical boundaries of the City)	
6. Workforce in each Los Angeles Branch Office	
7. Percentage of workforce in each Los Angeles Branch Office residing in the City	
8. Percentage of workforce in each Los Angeles Branch Office working within the City limits (i.e., working for any customer located within the geographical boundaries of the City)	

Attachment M

Municipal Lobbying Ordinance

Municipal Lobbying Ordinance

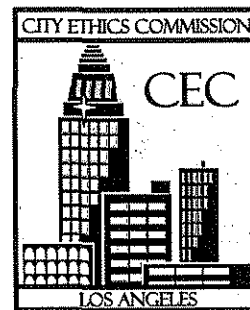
Lobbying Neighborhood Councils



◆◆◆ Los Angeles Municipal Code Section 48.08.8 *et seq.*

Last Revised January 15, 2007

Prepared by



200 North Spring Street, 24th Floor
Los Angeles, CA 90012
(213) 978-1960
TTY (213) 978-2609
<http://ethics.lacity.org>

**Los Angeles Municipal Lobbying Ordinance --
Lobbying Neighborhood Councils
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**Municipal Lobbying Ordinance –
Lobbying Neighborhood Councils**

*Los Angeles Municipal Code Chapter IV, Article 8
Repealed and Re-added by Ordinance No. 169916, effective 8/10/94.*

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

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

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

SEC. 48.09 Compliance Measures and Enforcement

*Amended by Ordinance No. 169916, effective 8/10/94.
Amended by Ordinance No. 171142, effective 8/3/96.
Amended by Ordinance No. 172942, effective 1/21/00.
Section added by Ordinance No. 178064, operative 1/15/07.*

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

B. Criminal Penalties.

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

C. Civil Enforcement.

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

D. Injunction. The City Attorney on behalf of the people of the City of Los Angeles may seek injunctive relief to enjoin violations of or to compel compliance with the provisions of this article.

E. Administrative Penalties. The City Ethics Commission may impose penalties and issue orders for violation of this Article pursuant to its authority under Charter Section 706(c).

- F. **Late Filing Penalties.** In addition to any other penalty or remedy available, if any person fails to file any report or statement required by this Article, after any deadline imposed by this Article, such person shall be liable to the City Ethics Commission in the amount of twenty-five dollars (\$25) per day after the deadline until the statement or report is filed, up to a maximum amount of \$500. Liability need not be enforced by the Commission if its Executive Officer determines that the late filing was not willful and that enforcement of the penalty would not further the purposes of this Article. No liability shall be waived if a statement or report is not filed within 10 days after the Commission has sent specific written notice to the filer of the filing requirement.
- G. **Restriction on Person Who Violates Certain Laws.**
1. No person shall act or continue to act as a registered lobbyist or lobbying firm if, within the prior four years, that person has been found by the City Ethics Commission, in a proceeding pursuant to Charter Section 706, to have violated City Charter Section 470(k) on any occasion. That determination shall be based either on a finding of the City Ethics Commission made after an administrative hearing or on a stipulation by the lobbyist or lobbying firm entered into with the City Ethics Commission within the previous four years.
 2. If the City Ethics Commission makes a finding that the person has either
 - (1) accepted responsibility for the violation in the form of having entered into a stipulation with the City Ethics Commission in which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility, or
 - (2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.
- H. **Contract Bidder Certification of Compliance With Lobbying Laws.** Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City.

SEC. 48.10 Ethics Commission Reports

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

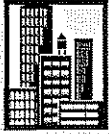
As soon as practicable after the close of each quarterly reporting period, the City Ethics Commission shall prepare a report to the Mayor and City Council of lobbying activity which occurred during the reporting period. Such report shall be in a form which, in the opinion of the Commission, best describes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

SEC. 48.11 Severability

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

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

. . . .
. . . .
. . . .



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.

Los Angeles Administrative Code § 10.40.1(h)

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

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

Los Angeles Administrative Code § 10.37.1(i)

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

Standard RFP Language
For Contract Solicitations
Under Charter Section 470(c)(12)

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders 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 bidders, 12 months after the contract is signed. The bidder'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.

Bidders must submit CEC Form 55 (provided in Attachment M) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders 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.

SPECIAL BULLETIN

LOS ANGELES CITY ETHICS COMMISSION

200 North Spring Street, Suite 2410 • Los Angeles CA 90012 • (213) 978-1960 • ethics.lacity.org

New Charter Amendment Limits Bidder Contributions and Fundraising

On March 8, 2011, Los Angeles voters passed Charter Amendment H (Contract Bidder Campaign Contribution and Fundraising Restrictions), which restricts certain City bidders from making campaign contributions to and fundraising for certain City candidates and officeholders. The measure was filed with the Secretary of State and became effective on Friday, April 8, 2011. It will apply to contract solicitations beginning May 8, 2011.

A copy of the new Charter language is attached. The City Attorney's office is drafting an implementing ordinance to complement the new Charter language, and you will receive a copy of that once it is approved by the City Council.

Overview of Charter Amendment H

The new law prohibits persons who respond to City contract solicitations (bidders) from making campaign contributions to or engaging in prohibited fundraising activity for elected City officials, candidates for elective City office, and City committees controlled by elected City officials or candidates in the following scenarios:

1. If a contract is worth \$100,000 or more and requires approval by the City Council, the prohibition applies to contributions and fundraising for any elected officials, candidates, or City committees they control.
2. If a contract is worth \$100,000 or more and requires approval by an elected official other than the City Council, the prohibition applies to contributions and fundraising for that elected official, candidates for that office, and City committees they control. This includes but is not limited to contracts that are worth at least \$100,000 and are subject to Executive Directive 3 (contracts for professional services).
3. If a contract for the Harbor Department, the Department of Water and Power, or Los Angeles World Airports is worth at least \$100,000 but does not require City Council approval, the prohibition applies to contributions and fundraising for the City Attorney and Controller, candidates for those offices, and City committees they control.

Contracts that trigger the prohibitions include but are not limited to contracts for goods and services, leases, concessions, and franchises. The prohibitions apply to bidders and their principals, as defined in Charter section 470(c)(12)(F). The prohibitions also apply to a sub-contractor and its principals if the sub-contract is worth \$100,000 or more.

The prohibitions begin to apply on the date a bid is submitted. For successful bidders, they continue for 12 months after the contract is signed. For unsuccessful bidders, the prohibitions end on the date the contract is signed (or earlier, if the bid is withdrawn or canceled).

Charter Amendment H also revised the prohibitions on gifts and political contributions from underwriting firms in relation to noncompetitive sales of revenue bonds by proprietary departments.

Requirements for City Departments

For contracts that are worth at least \$100,000 and require the approval of an elected City official, City departments will need to do two things. The first is to include standard language in contract solicitations. The City Attorney's office is currently drafting the standard language, and it will be forwarded to you once it is finalized.

The second is to include a form in the contract packet, which bidders must submit to you at the time of bid submission. The form will require a bidder to disclose specific information, including the names of its principals, any sub-contractors known at the time, the principals of the sub-contractors, and a certification that the bidder will comply with the new law. The Ethics Commission is in the process of creating the form, and it will be presented to the members of the Ethics Commission for approval at their next meeting on May 10, 2011. A copy of the form will be forwarded to you once it is approved.

We will keep you apprised of developments in the implementation of this new law. Please feel free to contact us at (213) 978-1960 if you have any questions.



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

Bid/Contract Number: _____	Date Bid Submitted: _____
----------------------------	---------------------------

Description of Contract: _____

Department: _____

BIDDER

Name: _____

Address: _____

Email (optional): _____ Phone: _____

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 or are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

_____ additional sheets are attached. Bidder is an individual with no principals.

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

_____ 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 1 (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 or are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Of the subcontractors identified on page 1, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

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 will notify my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify that the information provided above is true and complete. I understand that I must amend this form within five business days if the information above changes.

Date: _____ Signature: _____

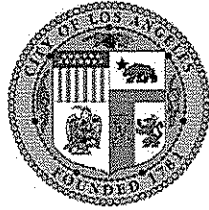
Name: _____

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.

Attachment N
First Source Hiring Ordinance

CITY OF LOS ANGELES



RULES AND REGULATIONS

IMPLEMENTING

THE FIRST SOURCE HIRING ORDINANCE

EFFECTIVE APRIL 1, 2010

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-1922
Fax: (213) 847-2777
<http://bca.lacity.org/>

**RULES AND REGULATIONS
IMPLEMENTING THE FIRST SOURCE HIRING ORDINANCE**

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REGULATION #2: PRE-AWARD REQUIREMENTS 9

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**RULES AND REGULATIONS
IMPLEMENTING THE FIRST SOURCE HIRING ORDINANCE**

PURPOSE

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, ("OCC") promulgates these Rules and Regulations as the Designated Administrative Agency ("DAA") pursuant to Section 10.44 of the Los Angeles Administrative Code ("LAAC"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of the First Source Hiring Ordinance (FSHO), LAAC Section 10.44 et seq. They are also intended to create a flexible implementation plan and to provide guidance to entities seeking to comply with the law. Each Awarding Authority shall cooperate to the fullest extent with the OCC in the administration of the FSHO. The OCC may amend or revise these Rules and Regulations consistent with applicable law.

DEFINITIONS

For purposes of these Rules and Regulations, the definitions set forth in the FSHO are incorporated herein and repeated below.

1. **Anticipated Employment Opportunity** means any anticipated vacancy created in a Contractor or Subcontractor's workforce.
2. **Anticipated Vacancy** means a position that may be created as a result of the impending contract and includes duties that are called for within the contract's specifications. Anticipated vacancies also include positions that may be created as a result of a transfer or promotion due to the impending contract.
3. **Awarding Authority** means any subordinate or component entity or person of the City, such as a department or Board of Commissioners that has the authority to award or enter into any Contract (as defined below). This shall not include any department that has control of its own funds or the Community Redevelopment Agency.
4. **CDD** means the City Community Development Department's Workforce Development System.
5. **City** means the City of Los Angeles, a municipal corporation, and all City Awarding Authorities.
6. **Contract** means a contract, which is in excess of \$25,000 with a term greater than three months, awarded to a Contractor by the City or by a Loan or Grant Recipient primarily to furnish services to or for the City or the Loan or Grant Recipient. This shall not include construction contracts for a public work of improvement. Leases, licenses, and purchase agreements that have a service component shall be included in this article.

**RULES AND REGULATIONS
IMPLEMENTING THE FIRST SOURCE HIRING ORDINANCE**

7. **Confidential Position** is identified as a position due to the nature of job responsibilities which give the employee potential access to information subject to use by the employer in negotiating and/or access to information that raises a conflict of interest with other bargaining unit employees. These positions are not subject to the FSHO, pursuant to Section 10.44.2(c) and Regulation #4, but contractors are encouraged to use the FSHO Program voluntarily to fill any vacancies.
8. **Contractor** means any Person that enters into a Contract with the City or a Loan or Grant Recipient. Pursuant to Section 10.44.2(b)(3), this definition shall also include the definition of a Subcontractor.
9. **Designated Administrative Agency** or “DAA” mean the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, who shall bear administrative responsibilities under this article.
10. **Economic Development or Job Growth** means activities that expand the production, distribution or consumption of goods or services, increase the employment or skills level of the city workforce, effect the efficient use of material or nonmaterial resources, or have practicable and industrial significance.
11. **Intentional Violation** means egregious and/or recurring disregard for compliance with the First Source Hiring Ordinance.
12. **Loan or Grant Recipient** means any person who receives from the City a qualifying grant or loan for economic development or job growth expressly articulated and identified by the City.
13. **Managerial Position** and **Supervisory Position** as used in Section 10.44.2(c) and 10.44.2(d) of the FSHO means a person who has the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other subordinate employees, or the responsibility to direct them, adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. These positions are not subject to the FSHO, pursuant to section 10.44.2(c) and Regulation #4, but contractors are encouraged to use the FSHO Program voluntarily to fill any vacancies.
14. **New Job Opportunity** means any vacancy created in a Contractor or Subcontractor’s workforce.
15. **Person** means any individual, proprietorship, partnership, joint venture, corporation, Limited Liability Company, trust, association, or other entity that may employ individuals or enter to into contracts.
16. **Professional Licenses** are those required under governmental authority to perform a profession. Job Opportunities that require a professional license are not subject to

**RULES AND REGULATIONS
IMPLEMENTING THE FIRST SOURCE HIRING ORDINANCE**

the FSHO, pursuant to Section 10.44.2(d) and Regulation #4, but contractors are encouraged to use the FSHO Program voluntarily to fill any vacancies.

17. **Referral Resources** means any resource used to locate new employees considered for employment under this article. Referral Resources shall include Trade Unions, Community Based Organizations, City Work Source Centers and any other resources approved and posted publicly by CDD.
18. **Subcontractor** means, for purposes of Section 10.44.1 "Definitions", any person that enters into a contract, regardless of the contract's term and amount, with a Contractor or Subcontractor to assist in performing the services to the City or the Loan or Grant Recipient.
19. **Tier** means the level of relationship to the Prime Contractor of a Subcontractor who enters into a contract under a prime or another subcontractor to perform a portion of the work on a project.
20. **Vacancy** means a position that is created as a result of the contract and includes duties that are called for within the contract's specifications. Vacancies also include positions that are created as a result of a transfer or promotion.

**RULES AND REGULATIONS
IMPLEMENTING THE FIRST SOURCE HIRING ORDINANCE**

REGULATION #1: APPLICABILITY

I. PHASING-IN OF THE FIRST SOURCE HIRING ORDINANCE

- a. In an effort to effectively implement the FSHO, it shall be phased into all City Council Controlled Departments as follows:
 - i. Phase I: April 2010 – June 2010
 - 1. Community Development Department
 - ii. Phase II: July 2010 – December 2010
 - 1. Department of Aging
 - 2. Department of Public Works
 - 3. Information Technology Agency
 - 4. Los Angeles Convention Center
 - 5. Los Angeles Fire Department
 - iii. Phase III: January 2011
 - 1. All other City Council Controlled Departments, excluding Harbor, DWP, LAWA, LAHSA, and CRA.
- b. At the beginning of each phase, applicable City Departments with City Service contracts and subcontracts shall adhere to activities as explained further in this article.

II. INITIAL DETERMINATION OF COVERAGE

Any Contract (with the exception of subcontracts), which is in excess of \$25,000 with a term greater than three months, awarded to a Contractor by the City or by a Loan or Grant Recipient primarily to furnish services to or for the City or the Loan or Grant Recipient is subject to the First Source Hiring Ordinance (FSHO). This shall not include construction contracts for a public work of improvement.

- a. The awarding authority shall apply the following guidelines in making the initial determination of coverage.
 - i. An agreement, request for proposal (RFP), request for qualifications (RFQ), or request for bid (RFB) is presumed to be covered by the FSHO. Leases, licenses, and purchase agreements that have a service component shall be included in this article. The awarding authority shall incorporate the standard FSHO contract language into the agreement, RFP, RFQ, or RFB unless the agreement, RFP, RFQ, or RFB is exempt or not covered by the FSHO as provided for in Regulation #4: Exemptions.
 - ii. Meeting FSHO Threshold. An awarding authority shall use the following guidelines in addition to the provisions specified in the FSHO to determine whether an agreement, RFP, RFQ, or RFB for services meets the time and monetary thresholds of the FSHO:
 - 1. Time: Three Months in Duration: In determining whether an agreement is 3 months or longer in duration, the awarding authority shall calculate the term of the agreement using the starting date of the original agreement and the ending date that

**RULES AND REGULATIONS
IMPLEMENTING THE FIRST SOURCE HIRING ORDINANCE**

appears in the most recent amendment, modification, renewal or extension. An agreement previously exempt from the FSHO because it did not meet the time threshold of the FSHO may become subject to the FSHO because an amendment, modification, renewal, or extension increases the term of the agreement. In that case, the awarding authority shall incorporate the standard FSHO contract language.

2. Money: Over \$25,000: In determining whether an agreement exceeds \$25,000, the awarding authority shall calculate the total amount of the agreement by adding together the amount provided for in the original agreement and all amendments, modifications, renewals, or extensions. An agreement previously exempt because it did not meet the monetary threshold of the FSHO may become subject because an amendment, modification, renewal, or extension increases the total amount of the agreement. In that case, the awarding authority shall incorporate the standard FSHO contract language.

III. DETERMINING COVERAGE TO AS-NEEDED CONTRACTS

- a. Awarding Authorities are also responsible for determining when an agreement with a maximum amount or services to be performed as-needed is subject to the FSHO, provided that the contract already meets the time threshold:
 - i. If the value of an agreement specifies a maximum amount, the awarding authority shall use the maximum amount stated in the agreement to determine whether the agreement meets the monetary threshold of more than \$25,000. In this case, the selected contractor will need to comply with all requirements of the FSHO.
 - ii. If an agreement is for services that are to be performed on an as-needed basis, the agreement is presumed to be covered by the FSHO and will need to comply with the pre-award activities of the FSHO. The employer will not be required to comply with the requirements of the post-award activities of the FSHO until the value of the services total over \$25,000.
- b. If an agreement calls for an employer to perform in-kind services as repayment to the City, the amount used to determine the monetary threshold shall be the value of the consideration that the employer receives in return for the in-kind services provided to or for the City.

IV. DETERMINING COVERAGE TO CITY LOAN OR GRANT RECIPIENTS

- a. The Awarding Authority shall determine whether a City Loan or Grant Recipient is subject to this article. Those that are subject to the FSHO must fit the following criteria. The Loan or Grant must be:
 - i. For economic development or job growth, AND

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- ii. An aggregate amount that exceeds \$25,000, AND
- iii. Either:
 - 1. The loan is provided at an interest rate below the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f) at the time the Contract is executed; OR
 - 2. The loan is at or above the applicable federal rate but the loan provides a mechanism for forgiving the interest.
- b. In the event that the applicable federal rate falls below the rate at which a City Loan is provided during the term of the Contract, the Awarding Authority may request the DAA to waive the requirements of this article (see Regulation #4 - Exemptions).

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REGULATION #2: PRE-AWARD REQUIREMENTS

I. ANTICIPATED EMPLOYMENT OPPORTUNITIES LIST

- a. Before contract execution, each Selected Contractor subject to the FSHO shall provide to the Awarding Authority a list of Anticipated Employment Opportunities as a result of the City contract. This list shall include:
 - i. The number of anticipated employment opportunities they will need to fill in order to perform the services under and throughout the term of the contract.
 - ii. The basic Job Classification and Qualifications necessary for each anticipated employment opportunity. This may include, and are not limited to: expectations, required standard of appearance, any special requirements (e.g. language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
 - iii. The total number of employees who will be working directly on the City contract.
- b. The Contractor must also notify the DAA whether it *does not* anticipate any openings as a result of the City contract.
- c. All anticipated employment opportunities meeting the definition of "employee" under the Service Contract Worker Retention Ordinance (SCWRO) are made subject to the provisions thereof.
- d. Prior to execution of a Contract, Contractor shall also provide the DAA with the name and contact information of the liaison designated to work with the DAA to implement the FSHO.
- e. The DAA may forward these anticipated employment opportunities lists to CDD, who may then forward it to Referral Resources.

II. NEW SUBCONTRACTORS AFTER EXECUTION OF CITY CONTRACT

- a. Notification.
 - i. Contractors must notify the Awarding Authority if they have any new subcontractors (regardless of any tier) after the execution of the City contract.
 - ii. Once new subcontractors are known, Contractors must submit these subcontractors' Anticipated Employment Opportunities Lists to the Awarding Authority before the execution of that subcontract.
- b. Awarding Authority. The Awarding Authority shall forward all subcontractor forms to the DAA for further review.

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REGULATION #3: POST-AWARD REQUIREMENTS

I. FIRST SOURCE HIRING PROGRAM OVERVIEW

- a. Notification. During the course of the contract, the Contractor is responsible for reporting to the City's Community Development Department (CDD) of any New Job Opportunities as a result of a contract.
- b. List of Job Candidates Within a Seven-day Period. From the moment the Contractor notifies CDD of a New Job Opportunity, a list of Job Candidates must be sent by CDD to the Contractor within a seven business day period. This list of Job Candidates is compiled from several lists that may be received from the various Referral Resources in response to the Job Opportunity.
- c. Interviews. The Contractor may conduct Pre-Interview Screenings and shall conduct Interviews to narrow down the list of Job Candidates received from CDD.
- d. Filling Employment Opportunities. Before the Contractor fills any employment opportunity, the Contractor must report to the DAA the status of all Job Candidates referred by the Referral Resources.

II. NEW JOB OPPORTUNITY

The following sections describe the preceding First Source Hiring Program Overview in detail.

- a. Notification.
 - i. During the term of the contract, the Contractor must notify CDD of any New Job Opportunities as a result of that contract at least seven business days prior to making an announcement of a specific employment opportunity outside of the First Source Hiring Program.
 - ii. This notification shall include:
 1. The number of vacancies per Job Classification offered as a result of the City contract, and
 2. The Job Classification and Qualifications necessary for each New Job Opportunity. This may include, and are not limited to expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g. language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- b. CDD's receipt of Job Notification from Contractor.
 - i. Upon receipt of a Contractors' Job Notification, CDD will immediately forward this form to selected and approved Referral Resources.
 - ii. CDD shall determine which Referral Resources will receive such Job Notifications.
- c. Contractor's request for Referral Resources.
 - i. When sending New Job Opportunities to CDD, Contractors may state their preference for receiving a List of Job Candidates from a particular

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Referral Resource. This statement shall include the following information about the requested Referral Resource:

1. Name,
 2. Address,
 3. Phone Number, and
 4. Reason for preference.
- ii. Once such a request is received by CDD, CDD shall review the request and take it into consideration when selecting which Referral Resources shall receive the Contractor's Job Notification.
- d. Referral Resources receipt of Job Notification from CDD.
 - i. Upon receipt of a Job Notification from CDD, Referral Resources must submit a List of Job Candidates to CDD and then CDD to the requesting Contractor within seven business days of the date of the original Job Notification sent by the Contractor as described in the following section.

III. LIST OF JOB CANDIDATES

- a. Compiling List of Job Candidates.
 - i. Referral Resources must submit a List of Job Candidates to CDD and then CDD to the requesting Contractor within seven business days of the date of the original Job Notification to CDD. A copy of this list shall be sent by CDD to the DAA. Referral Resources shall refer Job Candidates with Job Qualifications that closely match those requested by the Contractor.
 - ii. To calculate the minimum number of Candidates to be sent by the Referral Resources to CDD, and then CDD to the Contractor, the Referral Resource Center must refer at least two more candidates than the number of vacancies per Job Classification requested by the Contractor. This list shall include, and is not limited to, for each Candidate:
 1. Name,
 2. Phone number,
 3. Email of the employee (if available), and
 4. Qualifications
- b. Receiving Job Candidate Lists from CDD.
 - i. If the Contractor receives a list of Job Candidates from CDD within seven business days of the original Job Notification, the Contractor may conduct pre-interview screenings to narrow their selection for filling the vacancy.
 - ii. Contractors are not prohibited from considering more candidates than required by Regulation in order to select the best candidate for the Job Opportunity.
 - iii. If after the seven day period a list of Job Candidates is not sent to the Contractor by CDD, the Contractor must notify the DAA that it has not received a List of Job Candidates from CDD and that the Contractor

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will use other means necessary, outside the First Source Program, to fill the specific vacancy.

- c. Expiration of List of Job Candidates. The Contractor has up to sixty (60) calendar days from the date CDD provided a List of Job Candidates to the Contractor, to contact those listed by the Referral Resource(s). After the 60 calendar days, the List will expire. At this time, the list may not be used for filling any other vacancies that the Contractor wishes to fill within the Company. If there are any other new requests for different job classifications, the Contractor must first send a New Job Opportunity form to CDD.

IV. INTERVIEWS

- a. Pre-Interview Screening.
 - i. In an effort to improve the hiring ratio and reduce recruitment time, Contractors may conduct Pre-Interview Screening methods for Job Candidates.
 - ii. This may include, but are not limited to verbal, written, online, or phone pre-screening interviews.
 - iii. Methods chosen to Pre-Screen Candidates should:
 - 1. Reduce the number of interviews,
 - 2. Eliminate unsuitable candidates, and
 - 3. Simplify the next stage in the hiring process.
- b. If after conducting Pre-Interview screenings and/or Interviews the Contractor has still not hired a candidate, the Contractor may use other means necessary, outside the First Source Hiring Program, to fill the specific vacancy.
- c. The Contractor shall notify the DAA of how the vacancy will be filled as described in the following section.

V. PRIOR TO FILLING POSITIONS

- a. Filling Employment Opportunities.
 - i. Prior to filling any employment opportunity, the Contractor shall inform the DAA of:
 - 1. The names of the Referral Resources used,
 - 2. The names of the individuals that CDD referred,
 - 3. The names of the referred individuals who the Contractor interviewed, and
 - 4. The reasons why referred individuals were not hired.
- b. Transfer and Promotion.
 - i. Contractors are not precluded from filling New Job Opportunities as a result of the City Contract through Transfer and Promotion of existing staff. If New Job Opportunities are filled by way of Transfer or Promotion, the Contractor must first notify CDD.

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- ii. Should vacancies arise as a result of a Transfer and/or Promotion of existing staff, the Contractor must first use the City's First Source Hiring Program to fill those vacancies.

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REGULATION #4: EXEMPTIONS

I. POSITIONS EXEMPT FROM COVERAGE UNDER 10.44.2.C&D AND VERIFICATION

- a. If a Contractor finds that a particular vacancy meets the definition of a managerial, supervisory, or confidential position, or requires a professional license, the Contractor shall maintain in its files documentation showing evidence of its non-coverage to the FSHO. This shall include a job description and identification of that person holding that position.
- b. Pursuant to 10.44.7(a) the DAA may, at any time during the course of the contract, request documentation from the Contractor verifying the Contractor's non-coverage under 10.44.2 c and d from the FSHO.
- c. Upon the DAA's request, the Contractor must provide the documentation to the DAA within two business days.
- d. Failure to comply with the DAA's request under this regulation will result in the Contractor, as a penalty to the City, to forfeit twenty-five dollars (\$25.00) for each calendar day, for each position, until strict compliance is effectuated.
- e. If the Contractor is deemed not to be in compliance with the FSHO, the DAA may recommend to the Awarding Authority to withhold payment for the next payment period or terminate the contract.
- f. If a professional license is not required of an employee to perform the work, the Job Opportunity will remain covered by the FSHO.

II. APPLICATION FOR EXEMPTION TO ANY EMERGENCY POSITIONS PURSUANT TO 10.44.7(F)

- a. If a Contractor needs to fill a specific position immediately, the Contractor must submit to the DAA an exemption application for an Emergency Position for approval within five business days, but no later than two business days, prior to the projected Job Start date.
- b. This application for Emergency Positions exemption shall include, and is not limited to:
 - i. An explanation of why this position is an emergency.
 - ii. An explanation of why going through the First Source Hiring Program will place an undue hardship to the Contractor, thereby jeopardizing the Contractor's ability to provide quality services to the City.
 - iii. The number of vacancies and Job Classifications requested to be filled on an emergency basis offered as a result of the City contract.
 - iv. Qualifications necessary for each Emergency Position. This may include, and are not limited to expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g. language skills, driver's license, etc.).

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Job qualifications shall be limited to skills directly related to performance of job duties.

v. The mode by which the Contractor plans to fill the vacancy outside the First Source Hiring Program.

c. Approvals.

i. If an emergency exemption is approved by the DAA, the Contractor may continue to fill the position in the manner as noted in the original emergency exemption application submitted by the Contractor.

ii. From the date of the DAA's approval, the Contractor must continue to report the status of any other job opportunities to CDD.

iii. If the Contractor fails to report to CDD of any other job opportunities, the Contractor will be deemed to be in violation of the Ordinance.

d. Disapprovals.

i. If an exemption is not approved by the DAA, the Contractor must continue with the provisions of the Ordinance (See Regulation #3).

ii. The Contractor must not advertise the job opportunity prior to the seven-day requirement (See Regulation #3-III-b).

iii. If a subject Contractor fails to use the First Source Hiring Program, the Contractor will be deemed to be in violation of the Ordinance (See Regulation #5).

iv. All determinations made by the DAA are deemed to be final.

III. CONTRACT EXEMPTIONS PURSUANT TO 10.44.9

a. Prior to contract execution.

i. Upon request of the Awarding Authority, the DAA shall determine whether a Contract is exempt from this article prior to the execution of the contract because any of the following is applicable:

1. Contracts where the provisions of this article conflict with federal or state law.

2. Contracts with another governmental entity.

3. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention.

4. Contracts awarded under urgent or emergency circumstances. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the First Source Hiring Ordinance capable of responding to the emergency is immediately available.

5. Contracts entered into pursuant to Charter Section 371 (e)(7). – Contracts for equipment repairs or parts obtained from the manufacturer of the equipment or its exclusive agent.

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6. Contracts where the services are available only from a single source. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or
 7. Contracts that involve the investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit and bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements.
 8. Contracts involving City monies if the Treasurer or the City Administrative Officer finds that failure to enter into the Contract will violate his or her fiduciary duties and cause the City to incur a financial loss or forego a financial benefit.
 9. City Loans or Grants funded from the proceeds of a bond issuance, tax credits or tax increment financing.
- b. After contract execution.
- i. Upon request of the Awarding Authority, the DAA shall determine whether a Contract is exempt from this article during the term of the contract because the following is applicable for City Loan or Grant Recipients:
 1. The applicable federal rate falls below the rate at which a City Loan is provided during the term of the Contract.
- c. If an exemption is approved by the DAA, the Awarding Authority need not include the provisions of the FSHO within the RFP and Contract documents.
- d. If an exemption is not approved by the DAA, the Awarding Authority must continue with the provisions of the Ordinance (See Regulation #1).

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REGULATION #5: ENFORCEMENT

The Office of Contract Compliance (OCC) is responsible for the administration and enforcement of the FSHO. Enforcement by the OCC may include monitoring, inspection and investigation to ensure that the Contractor is acting in compliance with the First Source Hiring requirements of such City Contracts, or to follow up on a complaint of non-compliance.

I. CONTRACTOR MONITORING

- a. Pursuant to 10.44.7(e) the DAA may, at any time during the course of the contract, request documentation from the Contractor verifying whether the Contractor has used the First Source Hiring Program for all New Job Opportunities incurred during the life of the Contract.
- b. Upon the DAA's request, the Contractor must provide the documentation to the DAA verifying its compliance within ten (10) business days. This documentation shall include:
 - i. A copy of payrolls indicating the name and number of employees that were working at the start of the City Contract.
 - ii. The most current copy of payrolls indicating the name and number of employees that are currently working for the City Contract.
 - iii. Copies of New Job Opportunity Request forms (FSHO-3) submitted by the contractor to CDD.
- c. Failure to comply with the DAA's request under this regulation will result in the Contractor, as a penalty to the City, to forfeit twenty-five dollars (\$25.00) for each calendar day, until strict compliance is effectuated.
- d. Once the DAA has received information about its current workforce on the City contract, the DAA shall compare these numbers to the information provided by the Contractor at the start of the contract.
- e. If the DAA finds discrepancies between number of Job Opportunities reported versus the current workforce numbers reported at the start and end of the contract, the DAA shall contact the Contractor to verify its records.
- f. If a contractor is unable to verify through its records that it has used the First Source Hiring Program, the contractor will be deemed to be in violation of the Ordinance.
- g. If the Contractor is deemed not to be in compliance with the FSHO, the DAA may recommend to the Awarding Authority to withhold payment for the next payment period or terminate the contract.

II. VIOLATIONS

- a. If the DAA determines that a Contractor has violated or is not in compliance with the FSHO, the DAA will notify the Contractor of the determination and the DAA may recommend that the Awarding Authority take any of the following actions:

**RULES AND REGULATIONS
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- i. Document the determination in the Awarding Authority's Contractor Evaluation required under Los Angeles Administrative Code Section 10.39 et seq.; and
 - ii. Require that the Contractor document the determination in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq.; and
 - iii. Terminate the Contract.
- b. The Awarding Authority may pursue any rights and remedies available by law.

III. INTENTIONAL VIOLATIONS

- a. If the DAA determines that a Contractor intentionally violated the ordinance or used hiring practices for the purpose of avoiding this article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq.
- b. This measure does not limit the City's authority to act under this article.

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-2****Subcontractor Information Form****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please complete this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also complete an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Attachment L Contractor Phone#: _____
 Designated Contractor Contact Person: _____ Email: _____
 Street Address: _____ BAVN Company ID: _____
 City: _____ State: _____ Zip: _____ Federal ID (FEIN)#: _____

- | | | |
|---|--|---|
| 1. I am completing this form as a:
<input type="checkbox"/> Prime Contractor
Go to Question 3.
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input type="checkbox"/> YES – Go to Question 4.
<input type="checkbox"/> NO – Go to Section III. |
|---|--|---|

4. How many Subcontractors will be working with you on the contract? _____ Go to Section II.

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #2	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #3	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #4	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #5	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #6	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #7	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____

SECTION III. CONTRACTOR SIGNATURE (To be completed & signed by contractor)

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

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

Signature of Contractor _____ Print Name/Title _____

SECTION IV. AWARDING DEPARTMENT INFORMATION (To be completed by Awarding Department)

Dept: _____ Contact Person: _____ Phone#: _____ Email: _____

BAVN ID: _____ Project Title (as listed in bid): _____

Contract Start Date: _____ Contract End Date: _____ Contract Amount: _____

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-1****Anticipated Employment Opportunities****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with **before the contract is executed**. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Attachment L Contractor Phone#: _____
 Designated Contractor Contact Person: _____ Email: _____
 Street Address: _____ BAVN Company ID: _____
 City: _____ State: _____ Zip: _____ Federal ID (FEIN): _____

- | | | | |
|--|--|---|--|
| 1. I am completing this form as a:
<input type="checkbox"/> Prime Contractor
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. How many total employees currently work for your company?

Go to Question 3. | 3. How many employees will be working directly for the City contract?

Go to Question 4. | 4. Do you anticipate any job openings as a result of this City contract?
<input type="checkbox"/> YES – Go to Question 5.
<input type="checkbox"/> NO – Go to Section III. |
|--|--|---|--|

5. How many different job classifications do you anticipate as a result of this contract? _____ Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1	Job Classification: _____ Anticipated # of Job Openings: _____
Job #2	Job Classification: _____ Anticipated # of Job Openings: _____
Job #3	Job Classification: _____ Anticipated # of Job Openings: _____

SECTION III. CONTRACTOR SIGNATURE (To be completed and signed by contractor)

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

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

Signature of Contractor

Print Name/Title

SECTION IV. AWARDING DEPARTMENT INFORMATION (To be completed by Awarding Department)

Dept: _____ Contact Person: _____ Phone#: _____ Email: _____

BAVN ID: _____ Project Title (as listed in bid): _____

Contract Start Date: _____ Contract End Date: _____ Contract Amount: _____

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-X
CITY OF LOS ANGELES****Departmental Application for Exemption**

Awarding Departments: Please complete and submit this form to Attn: EEOE, VIA FAX at (213) 847-2777 or SCAN/EMAIL to becky.balbuena@lacity.org for review and approval.

SECTION I. AWARDING DEPARTMENT/BID INFORMATION

Dept: _____ Contact Person: _____ Phone#: _____ Email: _____
 Project Title (as listed in bid): _____ BAVN Company ID: _____

SECTION II. CONTRACTOR INFORMATION

Name of Contractor: _____ Contractor Phone#: _____
 Designated Contractor Contact Person: _____ Email: _____
 Street Address: _____ Federal ID (FEIN): _____
 City: _____ State: _____ Zip: _____ Business Tax Registration Code (BTRC): _____

SECTION III. EXEMPTION INFORMATION

I am applying for this type of exemption (please use the same description you checked off on FSHO-D) then continue to Section IV.

Description

SECTION IV. EXPLANATION FOR EXEMPTION REQUEST

Please provide a detailed explanation of why this contract should be exempt from the FSHO. Attach additional sheets if necessary, then continue to Section V. You may also attach an Interdepartmental Memo in lieu of filling Section IV. BCA may require additional documentation to supplement this form.

SECTION V. AWARDING DEPARTMENT SIGNATURE (To be completed by Awarding Department)

Submit this request for exemption and all supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC). The OCC will make a determination within seven (7) working days of receipt of a request for exemption and all supporting documentation.

Department Contact Signature _____

Print Name/Date _____

An approved exemption is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

SECTION VI. BCA INFORMATION (To be completed by BCA/OCC) NOT APPROVED (see attached memorandum for explanation). APPROVED based on Code Sections:

OCC Analyst Signature _____

Date _____

Attachment O
Local Business Preference Program

ORDINANCE NO. 181910

An ordinance adding Article 21 to Division 10, Chapter 1 of the Los Angeles Administrative Code establishing a Local Business Preference Program for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000.00.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

CHAPTER I, ARTICLE 21

LOCAL BUSINESS PREFERENCE PROGRAM

Section 1. Article 21 is added to Division 10, Chapter 1 of the Los Angeles Administrative Code to read as follows:

Sec. 10.47. Findings and Purpose.

Pursuant to City Charter Section 371, the City Council hereby adopts a Local Business Preference Program and makes the following findings. The City has a proprietary interest in leveraging, to the greatest extent possible, the millions of dollars it spends yearly contracting with private firms for goods, equipment and services to and for the benefit of the City and its residents. The City has a proprietary interest in leveling the playing field among those entities competing for City contracts, to assure the greatest level of competition possible, to decrease local unemployment, and to increase its revenues. Significant benefits are associated with a Local Business Preference Program. These include an increase in local jobs and expenditures in the local private sector. Preference programs in other jurisdictions have been successful where the business conditions approximate the conditions currently being experienced in the Los Angeles area. For example, preference programs work best where unemployment is high. Unemployment in Los Angeles County is at an historical high. The Los Angeles area also hosts a range of local markets to manage the necessary transportation and logistical support for local contractor services.

Historically, many of the larger cities within the County, especially the City of Los Angeles itself, experience labor costs that are among the highest in the nation. Los Angeles area labor costs are more than 5% higher than the hourly wages in competing neighboring states. Business space in the Los Angeles metropolitan area is even more costly than comparable space in other counties and states. Specifically, average office rents in the Los Angeles area are 40% higher than the national average and almost 30% higher than those in neighboring counties, including San Bernardino and Riverside. On a national level, Los Angeles is one of the ten most expensive places to do business as a result of the local tax and fee structure. All corporations in California are subject to a corporate tax that is among the highest in the nation. These conditions create a very expensive climate in which local businesses must compete. The cost of doing business

in Los Angeles is more than 10% higher than other cities. Local businesses confront cost structures that are weighted much heavier, in terms of labor and costs of doing business, than competitive firms that are located in outlying counties or other states.

This narrowly tailored preference program is fashioned to encourage businesses to compete for City contracting opportunities, to locate operations in the City, and to encourage existing local businesses to refrain from relocating to different, less expensive areas.

Sec. 10.47.1. Definitions.

The following definitions shall apply to this Section:

A. **"Awarding Authority"** means any Board or Commission of the City, or any employee or officer of the City, except those of departments that control their own funds, authorized to award or enter into any Contract, as defined in this Article, on behalf of the City. The Proprietary Departments and the Departments of Recreation and Parks, Library and the Community Redevelopment Agency are strongly encouraged to adopt local preference programs consonant with the provisions in this Article.

B. **"Bid"** means any response to a City solicitation for bids pursuant to Charter Section 371.

C. **"City"** means the City of Los Angeles.

D. **"Contract"** means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.

E. **"Contractor"** means the person, business or entity awarded the Contract by the Awarding Authority.

F. **"County"** means the County of Los Angeles.

G. **"Designated Administrative Agency," or "DAA,"** means the Department of Public Works, Bureau of Contract Administration.

H. **"Local Business"** means a business entity that meets all of the criteria established under this Article.

I. **"Local Subcontractor"** means a subcontractor that meets the same criteria as a "Local Business" as defined in this Article.

J. **"Proposal"** means any response to a City solicitation for Proposals pursuant to Charter Section 372.

Sec. 10.47.2. Qualified Local Business.

A Local Business for purposes of this Article must satisfy all of the following criteria, as certified by the DAA:

A. The business occupies work space within the County. The business must submit proof of occupancy to the City by supplying evidence of a lease, deed or other sufficient evidence demonstrating that the business is located within the County.

B. The business must submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes.

C. The business must submit proof to the City demonstrating one of the following:

(1) The business must demonstrate that at least 50 of full-time employees of the business perform work within the boundaries of the County at least 60 percent of their total, regular hours worked on an annual basis, or;

(2) The business must demonstrate that at least half of the full-time employees of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis; or

(3) The business must demonstrate that it is headquartered in the County. For purposes of this Article, the term "headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the County.

Sec. 10.47.3. Provisionally Qualified Local Business.

A business that has not yet established operations in Los Angeles and therefore is unable to qualify under the terms of Section 10.47.2 may, as an alternative, qualify as a Local Business on a provisional basis if the Contractor satisfies all of the following criteria, as certified by the DAA:

A. The proposed Contract between the Contractor and the City involves consideration valued at no less than \$1,000,000 and has a term of no less than three years;

B. The Contractor can demonstrate that the Contractor is a party to an enforceable, contractual right to occupy commercial space within the County and its occupancy will commence no later than 60 days after the date on which the

Contract with the City is executed. The Contractor must demonstrate proof of occupancy or an enforceable right to occupancy in the County by submitting to the City a lease, deed or other sufficient evidence; and

C. The Contractor can demonstrate that, before the Contractor is scheduled to begin performance under the Contract with the City, the Contractor will satisfy the requirements of Subsection C of Section 10.47.2. The Contractor must demonstrate proof of ability to satisfy the requirements of Subsection C of Section 10.47.2 by submitting to the City a business plan or other evidence deemed sufficient by the DAA.

Sec. 10.47.4. Local Business Preference.

Awarding Authorities shall grant an eight percent Local Business Preference to Local Businesses for Contracts involving consideration in excess of \$150,000.00. This Article is not adopted in the City's regulatory capacity.

Sec. 10.47.5. Application of The Preference to Bids And Proposals.

The Local Business Preference shall be applied to Bids and Proposals in the Following Manner:

A. When applying the Local Business Preference to a Bid, the Awarding Authority shall apply the preference to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by eight percent of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.

B. When applying the Local Business Preference to a Proposal, the Awarding Authority shall apply the preference in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by eight percent of the total possible evaluation points.

Sec. 10.47.6. Local Subcontractor Preference.

The Awarding Authority shall provide a preference of up to five percent, to a Bid or Proposal submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7.

Sec. 10.47.7. Application of the Local Subcontractor Preference.

The Local Subcontractor Preference shall be applied to Bids and Proposals in the following manner:

A. When applying the preference to a Bid, the Awarding Authority shall provide a one percent preference, up to a maximum of five percent, to the Bid price for every ten percent of the cost of the proposed work to be performed by the Local Subcontractor or Local Subcontractors.

B. When applying the Local Subcontractor Preference to a Proposal, the score awarded by the Awarding Authority to the Proposal submitted shall be increased by one percent of the total possible evaluation points, up to a maximum of five percent, for every ten 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.

Sec. 10.47.8. Additional Requirements.

The preferences authorized under this Article shall be subject to the following additional requirements:

(1) The preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County;

(2) The preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials, at a business location in Los Angeles County. As used in this Section, "substantially" means not less than two thirds of the work performed under the Contract must be performed, respectively, by the Local Business or Local Subcontractor;

(3) The maximum Bid or Proposal preference shall not exceed one million dollars for any Bid or Proposal;

(4) The preferences applied pursuant to this Article shall be utilized solely for the purpose of evaluating and selecting the Contractor to be awarded the corresponding Contract. Except as provided pursuant to Section 10.47.9, the preference points shall in no way lower or alter the Contract price, which shall in the case of a Bid reflect the amount Bid by

the successful Local Business before the application of preference points or, in the case of a Proposal, reflect the amount proposed by the Local Business in the Proposal before the application of preference points;

(5) This Article neither creates a right to receive a Bid or Proposal preference, nor the duty to grant a Bid or Proposal preference;

(6) An Awarding Authority may, at anytime before the award of a Contract, determine that it is not in the City's best interest to grant a Bid or Proposal preference and award the Contract to the bidder or proposer eligible for the award without consideration of the provisions of this Article; and

(7) This Article applies only to contracts that involve the expenditure of funds entirely within the City's control and shall not apply to contracts that involve the expenditure of funds that are not entirely within the City's control, such as state and federal grant funds, that due to legal restrictions prohibit its application.

Sec. 10.47.9. Effect of Failure to Maintain Status as Local Business.

A. If for any reason the Contractor fails to qualify as a Local Business for more than 60 days during the entire term of the Contract, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Bid or Proposal Preference.

B. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Bid or Proposal Preference.

C. For purposes of determining the value of the Bid or Proposal Preference in Subsections A and B herein, the Awarding Authority may withhold or recover the difference in Bid or Proposal price between the Contractor's Bid or Proposal and the Bid or Proposal of the next most competitive Bid or Proposal that did not receive the award of the Contract by the Awarding Authority. In addition, the Awarding Authority may withhold or recover the amount representing any other additional cost or detriment to the City from the Contractor's failure to maintain the Contractor's status as a Local Business for more than 60 days during the term of the Contract.

D. If a Contractor fails to maintain the Contractor's status as a Local Business for more than 60 days during the term of the Contract, as specified in Subsection A and B herein, the failure is subject to recording and reporting requirements as specified under Articles 13 and 14, Chapter 1, Division 10 of the Los Angeles Administrative Code (Contractor Performance Evaluation and Contractor Responsibility Ordinance.)

E. The remedies available to the City under this Subsection are cumulative to all other rights and remedies available to the City.

Sec. 10.47.10. Administration.

The Department of Public Works, Bureau of Contract Administration is the Designated Administrative Agency (DAA) with regard to this Article and shall have the authority to coordinate the administration of this Article. The DAA shall make determinations regarding whether a business qualifies as a Local Business, a Provisionally Qualified Local Business or Local Subcontractor. The DAA shall have broad discretion to promulgate rules to implement and supplement this Article. The DAA may audit Contractors and Subcontractors and monitor compliance, including the investigation of claimed violations.


Sec. 10.47.11. Timing of Application.

The provisions of this Article shall apply to all competitive Bid or Proposal contracts for which solicitations are issued after the effective date of the ordinance adopting this Article.


Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of OCT 14 2011.

JUNE LAGMAY, City Clerk

By  Deputy

~~OCT 19 2011~~
Approved _____


Mayor

Approved as to Form and Legality:

CARMEN A. TRUTANICH, City Attorney

By 
LAUREL L. LIGHTNER
Assistant City Attorney

Date October 4, 2011

File No. 11-1673