

Los Angeles
World Airports

May 8, 2013

The Honorable City Council
of the City of Los Angeles
City Hall, Room 395
Los Angeles, CA 90012

Subject: APPROVE THE CONTRACT WITH V.T.P., INC. FOR CARPET AND FLOORING SUPPLY AND INSTALLATION FOR LOS ANGELES WORLD AIRPORTS

In accordance with Section 373 of the City Charter, the Board of Airport Commissioners transmits for your approval the Contract between the City of Los Angeles and V.T.P., Inc. for carpet and flooring supply and installation at Los Angeles International Airport, LA/Ontario International Airport and Van Nuys Airport.

LAX

LA/Ontario

Van Nuys

City of Los Angeles

Antonio R. Villaraigosa
Mayor

Board of Airport
Commissioners

Michael A. Lawson
President

Valeria C. Velasco
Vice President

Joseph A. Aredas
Robert D. Beyer
Ann M. Hollister
Fernando M. Torres-Gil

Gina Marie Lindsey
Executive Director

RECOMMENDATION FOR CITY COUNCIL

1. APPROVE the Contract between the City of Los Angeles and V.T.P., Inc.
2. CONCUR in the Board's action authorizing the Executive Director to execute the Contract between the City of Los Angeles and V.T.P., Inc.
3. FIND that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

The Board of Airport Commissioners, at their meeting held on May 7, 2013, by Resolution No. 25114, approved the Contract subject to the approval of your Honorable Body is attached.

MAYOR'S TRANSMITTAL

Enclosed is the approval by the Mayor and the Office of the City Administrative Officer.

There is no impact on the General Fund.

CONCLUSION

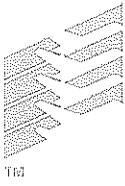
Please return the attached Contract to the Department of Airports' Board Office after City Council approval and Certification of that approval.

Very truly yours,

Sandra J. Miller – Secretary
BOARD OF AIRPORT COMMISSIONERS

cc: Trade, Commerce and Tourism Committee
Councilmember LaBonge, E-file
Councilmember Rosendahl, E-file
Councilmember Buscaino, E-file
CAO (Airport Analyst), E-file
CLA (Airport Analyst), E-file
City Clerk's Office, Enc. (one original and one copy)





RESOLUTION NO. 25114

WHEREAS, on recommendation of Management, there was presented for approval, Award of a five (5)-year Contract to V.T.P., Inc. to supply and install floor coverings and carpet materials for an overall amount not to exceed \$2,780,000 at Los Angeles International Airport (LAX), LA/Ontario International Airport (ONT), and Van Nuys Airport (VNY); and

WHEREAS, to establish a contract for supply and installation of floor coverings and carpet materials, staff posted a Request for Bid on November 28, 2012 for public review on the City of Los Angeles website www.labavn.org. Los Angeles World Airports (LAWA) received five (5) responses to Bid No. 111-165 as shown below; and

LAX
LA/Ontario
Van Nuys
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Mayor
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Executive Director

WHEREAS, two (2) of the bidders are certified Local Business Enterprises (LBE) whose bid amounts were adjusted only for purposes of evaluation, as shown below. Application of the LBE 8% adjustment had no effect on the lowest bid or award determination. LAWA will pay V.T.P., Inc.'s full bid price:

<u>Vendor</u>	<u>Bid</u> (Amount LAWA will pay)	<u>LBE Adjustment</u> (8%)	<u>Adjusted Bid</u> (For evaluation purposes only)
V.T.P., Inc.	\$ 880,862.86	\$ 71,907.17	\$ 808,955.69
Floor Covering Unlimited, Inc.	\$1,142,080.60	N/A	\$1,142,080.60
H & M Carpet	\$1,258,571.01	N/A	\$1,258,571.01
G & S Carpet Mills, Inc.	\$1,488,381.65	\$113,117.01	\$1,300,845.56
Signature Flooring, Inc.	\$1,436,124.00	N/A	\$1,436,124.00; and

WHEREAS, LAWA compared the costs for a representative sample of flooring materials and labor to identify the lowest bidder. Based on staff's bid evaluation, V.T.P., Inc. was determined to be the lowest, responsive, and responsible bidder. The requested contract amount is based on historical and anticipated costs; and

WHEREAS, funds for the contract are currently available in Fiscal Year 2012-2013 LAWA Operating Budget in LAX Cost Center 1150075 – Building Paint and Sign Shop, LAX Cost Center 1150090 – Construction Section, ONT Cost Center 1300006 – Ontario Facilities Repair and Maintenance and VNY Cost Center 1400003 – Van Nuys Maintenance Services, Commitment Item 522 – Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget process; and

WHEREAS, this action, as a continuing administrative activity, is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II Section 2(f) of the Los Angeles City CEQA Guidelines; and

WHEREAS, V.T.P., Inc. will comply with the Service Contractor Worker Retention and/or Living Wage Ordinance; and

WHEREAS, Procurement Services Division reviewed this action (File No. 5917). No specific Small Business Enterprise (SBE) levels of participation were set for the project, as no subcontracting opportunities were identified. However V.T.P., Inc. is a certified SBE so they will achieve 100% SBE participation through the contract; and



WHEREAS, V.T.P., Inc. will comply with the provisions of the Affirmative Action Program; and

WHEREAS, V.T.P., Inc. has been assigned Business Tax Registration Certificate No. 0000025395-0001-8; and

WHEREAS, V.T.P., Inc. will comply with the provisions of the Child Support Obligations Ordinance; and

WHEREAS, V.T.P., Inc. must have approved insurance documents, in the terms and amounts required, on file with LAWA prior to issuance of a Notice to Proceed; and

WHEREAS, pursuant to Charter Section 1022, staff determined the work specified on the contract can be performed more feasibly or economically by an independent contractor than by City employees; and

WHEREAS, V.T.P., Inc. has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance, and will comply with the provisions of said program; and

WHEREAS, V.T.P., Inc. must be determined by the Public Works, Office of Contract Compliance, to be in compliance with the provisions of the Equal Benefits Ordinance prior to execution of contract; and

WHEREAS, V.T.P., Inc. will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX jobs; and

WHEREAS, V.T.P., Inc. has submitted the Bidder Contributions City Ethics Commission Form 55, and will comply with its provisions; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners determined that this action is exempt from the California Environmental Quality Act requirements; adopted the Staff Report; approved Award of a five (5)-year Contract to V.T.P., Inc. to supply and install floor coverings and carpet materials for an overall amount not to exceed \$2,780,000 at Los Angeles International Airport, LA/Ontario International Airport, and Van Nuys Airport; and authorized the Executive Director to execute the Contract with V.T.P., Inc. upon approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 25114 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Tuesday, May 7, 2013.



Sandra J. Miller – Secretary
BOARD OF AIRPORT COMMISSIONERS

0150-09956-0000

TRANSMITTAL

TO
Gina Marie Lindsey, Executive Director
Department of Airports

DATE
MAY 01 2013

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
6, 11, City of
Ontario

Proposed Award of Five-Year Contract for a Maximum \$2,780,000 to V.T.P., Inc. for the Supply and Installation of Floor Coverings and Carpet Materials at the Los Angeles International, Los Angeles/Ontario International, and Van Nuys Airports

Transmitted for further processing, including Council consideration. See the City Administrative Officer report attached.

Antonio Villaraigosa by Brian Currey
MAYOR

MAS:WDC: 10130122t

REPORT FROM

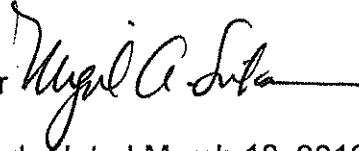
OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: April 25, 2013

CAO File No. 0150-09956-0000
Council File No.
Council District: 6, 11, City of Ontario

To: The Mayor

From: Miguel A. Santana, City Administrative Officer



Reference: Transmittal from the Los Angeles World Airports dated March 18, 2013; referred by the Mayor for report on March 19, 2013

Subject: **REQUEST TO AWARD A FIVE-YEAR CONTRACT FOR A MAXIMUM \$2,780,000 TO V.T.P., INC. FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS AND CARPET MATERIALS AT THE LOS ANGELES INTERNATIONAL, LOS ANGELES/ONTARIO INTERNATIONAL, AND VAN NUYS AIRPORTS**

SUMMARY

The Executive Director of the Los Angeles World Airports (LAWA; Department) requests approval to award a proposed contract to V.T.P., Inc. (V.T.P.; Contractor) for the supply and installation of floor coverings and carpet materials at the Los Angeles International Airport (LAX), the Los Angeles/Ontario International Airport (LA/ONT), and Van Nuys Airport (VNY). The proposed term is five years for a total not-to-exceed \$2,780,000 (for an average annual cost of \$556,000). The proposed expenditure limit is based upon a combination of the Department's historical and anticipated costs for this work and these types of materials. Estimated expenditures over the five-year term, by airport, are as follows: LAX - \$2,500,000; LA/ONT - \$250,000; and VNY - \$30,000.

Selected through a competitive process involving five respondents, V.T.P. was determined by the Department to be the lowest, responsive, and responsible bidder to supply the required materials and services in support of LAWA's airports maintenance program. Routine installation and replacement of flooring materials is important to address the airports' aesthetics considerations, as well as its responsibility to maintain a safe and sanitary environment.

Pursuant to Charter Section 373, Council approval of the proposed contract is required in that the cumulative term of the agreement will exceed three years. In addition, the contract is subject to City Attorney approval as to form. The above-referenced aspects of the proposed contract, and this report, incorporate revised information received from the Department subsequent to the initial request submittal.

Background

In 2009, the Department became a joint user of an existing City contract with V.T.P. (initiated and

managed by the Department of General Services for the period September 1, 2008 to August 31, 2013) for the supply and installation of floor coverings and carpet materials at LAX for a three-year term and a not-to-exceed \$450,000. Since the LAWA contract expired on December 22, 2012, the Department is using an "Outline Agreement" (an agreement to provide goods, equipment, or non-professional services, on an ongoing basis, for a specific time period—usually one year—for an amount not to exceed \$150,000 annually) until such time as a new, proposed contract is executed.

Funding for the proposed contract is available in the Department's 2012-13 Operating Budget in LAX Cost Center 1150075 – Building Paint and Sign Shop, LAX Cost Center 1150090 – Construction Section, Commitment Item 522, Materials and Supplies; ONT Cost Center 1300006 – Ontario Facilities Repair and Maintenance, Commitment Item 522, Materials and Supplies; and VNY Cost Center 1400003 – Van Nuys Maintenance Services, Commitment Item 522, Materials and Supplies. Future years' funding, if required, will be requested as part of the annual budget process.

Alternatives to the Proposed Contract

Alternatives to the proposed contract with V.T.P., Inc. include:

- Using LAWA staff to supply and install floor coverings and carpet. The Department does not recommend this alternative since neither the staff nor the specialized equipment are available to provide this service
- Deferring the award of a contract for these services. Deferral is not recommended in that it could lead to code violations, unhealthy and/or unsafe conditions, and the possibility of tenant relocations resulting from a lack of ready access to floor coverings, carpet supplies, and installation services, as well as favorable pricing

Compliance with City Administrative Requirements

As a result of the specialized equipment and staffing requirements discussed in the preceding section, the Board of Airport Commissioners determined, pursuant to Charter Section 1022, that the work can be performed more feasibly or economically by an independent contractor than by City employees. The proposed contract is subject to approval as to form by the City Attorney.

With respect to the proposed contract for the supply and installation of floor coverings and carpet materials, V.T.P. must comply with the provisions of the City's Living Wage and Service Contract Worker Retention Ordinances, Affirmative Action Program, Child Support Obligations Ordinance, insurance requirements (in the terms and amounts required and prior to being issued a Notice to Proceed by LAWA), Contractor Responsibility Program, the First Source Hiring Program for all non-trade airport jobs, and the Bidder Contributions CEC Form 55 provisions pertaining to the City's contract bidder campaign contribution and fundraising restrictions (Charter Amendment H) that became effective in April 2011. Additionally, V.T.P. must be determined by the Department of Public Works, Office of Contract Compliance, to be in compliance with the provisions of the Equal Benefits Ordinance prior to execution of the contract. The Department's Procurement Services Division

determined that there are no specific Small Business Enterprise levels of participation for this contract in that there were no subcontracting opportunities identified.

Compliance with California Environmental Quality Act Guidelines

With respect to the Department's compliance with applicable CEQA (California Environmental Quality Act) guidelines, "Restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment and systems to meet current standards of public health, safety and environmental protection" is exempt from the requirements of the CEQA pursuant to Article III, Class 1(4) of the Los Angeles City CEQA Guidelines.

RECOMMENDATIONS

That the Mayor:

1. Approve, subject to City Attorney approval as to form and determination by the Department of Public Works of compliance with the Equal Benefits Ordinance, the proposed contract with V.T.P., Inc. for a term of five years for a not-to-exceed \$2,780,000 for the supply and installation of floor coverings and carpet materials for the Los Angeles International Airport, Los Angeles/Ontario International Airport, and the Van Nuys Airport; and

2. Return the proposed contract to the Department for further processing, including Council consideration.

FISCAL IMPACT STATEMENT

Approval of the proposed contract will have no impact on the General Fund. Funding for this contract is available in the Department's 2012-13 Operating Budget in LAX Cost Center 1150075 – Building Paint and Sign Shop, LAX Cost Center 1150090 – Construction Section, ONT Cost Center 1300006 – Ontario Facilities Repair and Maintenance, and VNY Cost Center 1400003 – Van Nuys Maintenance Services, Commitment Item 522 – Materials and Supplies. This project complies with the Department of Airports' adopted Financial Policies.

Time Limit for Council Action

In accordance with Charter Section 373, "Long Term Contracts Approved by Council," and the Los Angeles Administrative Code Section 10.5, "Limitation and Power to Make Contracts," the proposed contract must be approved by the Council before it can become effective. Unless the Council takes action disapproving a contract that is longer than three years within 60 days after submission to Council, the contract will be deemed approved.

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
V.T.P., INC. FOR CARPET AND FLOORING SUPPLY AND INSTALLATION
FOR LOS ANGELES WORLD AIRPORTS**

THIS CONTRACT, made and entered into this _____ day of _____, 2013, by and between the **CITY OF LOS ANGELES** (hereinafter referred to as "City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board"), and **V.T.P., INC.** (hereinafter referred to as "Contractor"),

RECITALS

WHEREAS, the City authorized the issuance of a Request for Bid for carpet and flooring supply and installation services for LAX,VNY and LA/ONT Airports, Bid No. 111-165 (hereinafter referred to as "Request for Bid"); and

WHEREAS, in response to said Request for Bid, Contractor submitted a bid (hereinafter referred to as "Contractor's Bid") which was found to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is engaged in the business of providing the products and services of the type sought by City; and

WHEREAS, the Board has now authorized the purchase of the products and services identified in the Request for Bid as specified;

NOW THEREFORE, that for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

Section 1.0 Scope of Work. Contractor agrees to provide carpet and flooring supply and installation to meet the requirements of Los Angeles World Airports ("LAWA") in strict compliance with the conditions and specifications contained in the aforesaid Request for Bid and the price(s) contained in Contractor's Bid.

Section 2.0 Incorporation by Reference. It is expressly understood and agreed that the Request for Bid including all bid forms, the plans and specifications, including any addenda thereto, the Contractor's Bid and its submitted Bid documents including all of the Administrative Requirements and any Bonds required under the said Request for Bid, shall constitute, and are hereby incorporated, and made a part of this Contract, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Contractor also expressly acknowledges that this Contract is based upon the performance requirements contained in the bid documents issued by City. If there is a conflict between the Request for Bid and the Contractor's Bid, the Request for

Bid will prevail. The Request for Bid and Contractor's Bid are attached hereto as Exhibit "A".

Section 3.0 Term of Contract.

3.1 Notwithstanding any other provision herein, the term of this Contract shall commence upon City's issuance of a Notice to Proceed, and shall expire no later than five (5) years thereafter; subject, however, to earlier termination pursuant to the terms of this Contract.

3.2 LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

Section 4.0 Contractor's Fee and Payment; Contractor's Payments.

4.1. For all products and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, City shall pay Contractor an overall contract amount not to exceed Two Million, Seven Hundred Eighty Thousand and 00/100 Dollars (\$2,780,000). Contractor shall submit to City requests for payment of the amount(s) due, upon completion to City's satisfaction of the work specified. City shall pay Contractor for its performance under this Contract the sum hereinabove set forth, at the times and in the manner specified, if so, in the aforesaid Specifications.

4.2. Contractor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with Section 3082) of the Civil Code of the State of California, and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

Section 5.0 City Held Harmless.

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence.

V.T.P. Inc.

Contract for carpet and flooring supply and installation
BCO-ID-3-28-2013 - Kdrv

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

5.3. In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

5.4. Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

Section 6.0 Hazardous and Other Regulated Substances.

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

6.2. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and, further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City incurs, or pays, as a result of noncompliance with the above.

6.3. In the case of any hazardous substance spill, leak, discharge or improper storage on the premises, or contamination of same, by any person, Contractor agrees to make, or cause to be made, any necessary repairs or corrective actions, as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor, or by any of its employees, agents, contractors or subcontractors which affects other property of City, or property(ies) of City's tenant(s), Contractor agrees to make, or cause to be made, any necessary repairs, or take corrective actions,

to clean-up and remove any such spill, leakage or contamination to the satisfaction of Executive Director.

6.4. If Contractor fails to repair, clean-up, properly dispose of, or take any other corrective action(s) as required herein, City may (but shall not be required to) take all steps it deems reasonably necessary to properly repair, clean-up or otherwise correct the condition(s) resulting from the spill, leak or contamination. Any such repair, clean-up or corrective action(s) taken by City shall be at Contractor's sole cost and expense, as well as shall any and all costs (including any administrative costs) which City incurs, or pays, as a result of any repair, clean-up or corrective action it takes.

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

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

6.7. This Section, and the obligation(s) contained therein, shall survive the expiration or earlier termination of this Contract.

Section 7.0 Assignment or Transfer Prohibited.

7.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of Executive Director.

7.2 For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the Executive Director is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

Section 8.0 Independent Contractor.

8.1. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City, or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

8.2. Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 9.0 Compliance With Applicable Laws.

9.1. Contractor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with such enactments. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

9.2. Should Contractor fail to comply with this Section, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 10.0 Contract Contains Entire Agreement. This Contract, the Exhibits attached hereto, and other materials referenced herein, contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

Section 11.0 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 12.0 Miscellaneous.

12.1. This Contract, and every question arising hereunder, shall be construed, and determined, according to the laws of the State of California. Venue shall be at the Torrance Branch of the Los Angeles County Superior Court.

12.2. It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void, and the other of

which would render the provision valid, then the provision shall have the meaning which renders it valid.

12.3. In the event any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

12.4. In the event either party is prevented from, or delayed in, its performance under this Contract, by war, emergency, natural disaster, injunction and/or other court order, neither party shall be liable to the other for any damages and/or expenses associated with such event(s), but either party shall have the right to terminate this Contract upon reasonable written notice.

12.5. The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

Section 13.0 Notices.

13.1. Notice to City. Written notices to City hereunder, (with a copy to the City Attorney of the City of Los Angeles, Airport Division) shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

13.2. Notice to Contractor. Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**V.T.P., INC.
3215 North Alameda Street, Suite A
Compton, CA 90222**

or to such other address as Contractor may designate by written notice to City.

13.3. The execution of any notice(s) by Executive Director of City's Department of Airports shall be effective as to Contractor as if said notice(s) were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the Executive Director to execute any such notice(s).

13.4. All such notices, except as otherwise provided herein, may either be delivered personally to Executive Director, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid, with postage fully prepaid, by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 14.0 Default and Right of Termination.

14.1 LAWA may terminate this Contract for cause and without liability for damages as follows:

A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.

B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

14.2 Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

Section 15.0 Ownership of Work Product.

15.1 Contractor agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written or contributed by Contractor specifically for this project, either individually or in collaboration with others, and paid for by City, shall belong to and be the sole property of the City.

15.2 This provision does not apply to any pre-existing intellectual property created by Contractor or its subcontractors prior to their performance of tasks under this Agreement; nor will this provision apply to any enhancement of or alteration to the pre-existing intellectual property created by Contractor or its subcontractors during their performance of tasks under this Agreement.

Section 16.0 Disabled Access.

16.1 As directly related to Contractor's responsibilities with regard to this Contract, Contractor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be

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solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

16.2 Should Contractor fail to comply with Section 6.1, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 17.0 Compliance With Los Angeles City Charter Section 470(c)(12) and 609(E).

The Contractor, other underwriting firm members of the underwriting syndicate, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Sections 470(c)(12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution #_____. Pursuant to City Charter Section 470(c)(12) and 609(e), underwriting firm, subcontractor and principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

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

Section 18.0 Prevailing Wage. Contractor shall at all times during the performance of the work hereunder pay the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract, at such rate(s) as has been determined by the Director of the Department of Industrial Relations of the State of California.

Section 19.0 Nondiscrimination and Equal Employment Practices/Affirmative

19.1. During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Contractor shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

19.2. During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

19.3. During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

19.4. All subcontracts awarded under this Contract shall contain similar provisions and Contractor shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to City.

19.5. Contractor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

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Section 20.0 Business Tax Registration.

20.1. Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

20.2. Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 21.0 Child Support Orders.

21.1. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's, or Contractor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

21.2. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

Section 22.0 Insurance.

22.1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract the standard minimum insurance requirements as set forth in the Request for Bid.

22.2 The specified insurance (except for Workers' Compensation and Professional Liability) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airport, the Board, and all of its officers, employees and agents, their successors and assigns, as insureds, against the areas of risk described in this Section as respects Contractor's acts or omissions arising out of the performance of this Contract, Contractor's acts or omissions in its operations,

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use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor at the Airport.

22.3 Waiver of Subrogation. For commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against City for Losses arising from activities and operations of Contractor insured in the performance of Services under this Contract.

22.4 Sub-contractors. Contractor shall include all of its Sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each Sub-contractor. All coverages for Sub-contractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by Executive Director and approved as to form by the City Attorney.

22.5 Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Contractor's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City of Los Angeles assumed by the Contractor under this Contract.

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

22.7 Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director, based upon the nature of Contractor's operations and the type of insurance involved.

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

22.9 In the event Contractor fails to furnish City evidence of insurance, or to maintain the insurance as required under this Section, City, upon ten (10) days' prior written notice to Contractor of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.

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

22.11 Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City prior to the Contractor performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Contractor provide actual, written notice (by Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

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

Section 23.0 Contractor Responsibility Program.

23.1. Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

23.2. Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime

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contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 24.0 Equal Benefits Ordinance (EBO).

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

24.2. During the term of this Contract, Contractor certifies and represents that the Contractor will comply with the EBO. Furthermore, Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

'During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.'

Section 25.0 First Source Hiring Program for Airport Employers (LAX Only).

Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached as Exhibit "B" and made a material term of this Agreement. Contractor shall be an "Airport Employer" under the First Source Hiring Program.

Section 27.0 Assignment of Anti-Trust Claims.

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

Section 28.0 Municipal Lobbying Ordinance. Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

Section 29.0 Living Wage and Service Contract Worker Retention Requirements.

29.1 Living Wage Ordinance

29.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose

work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall 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. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

29.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

29.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in

this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

29.1.4 Subcontractor Compliance. Contractor agrees to include in every subcontract involving this Contract entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

29.2 Service Contract Worker Retention Ordinance. This Contract may be subject to the Service Contract Worker Retention Ordinance ("SCWRO")(Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by the Executive Director and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
Carmen A. Trutanich,
City Attorney

CITY OF LOS ANGELES

Date: 5/7/13
By: [Signature]
Deputy City Attorney

By _____
Executive Director
Department of Airports

By _____
Deputy Executive Director
Comptroller

ATTEST:

V.T.P., INC.

By [Signature]
Signature (Secretary)
Sharon Phillips COO
Print Name

By [Signature]
Signature
Willie Phillips
Print Name
CEO
Print Title

[SEAL]

RETURN BID IN A SEALED
ENVELOPE to
Department of Airports
Procurement Services Division
Attention: Mr. Ricardo Perez
7301 World Way West, 4th floor
Los Angeles, CA 90045

CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS (LAWA)

REQUEST FOR BID (RFB) No. 111-165
(Show this number on envelope)
This is not an order!

If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.

E-mail address: Rperez@lawa.org
Telephone No. 424-646-7392
Fax No. 424-646-9274

Quotation must be delivered prior to:
2:00 PM Thursday, JANUARY 10TH 2013

CARPET AND FLOORING SUPPLY AND INSTALLATION

THE FOLLOWING BID MUST BE SIGNED!

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized officers in the corporate name.

Bidder understands and agrees that the bidder name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.

Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted below:

(Print) Bidder's name: V.T.P., INC. Sole proprietor Partnership
Corporation

(Bidder's name must be the same as the name on the invoice!)

by Name(s) and Title(s)

William Herman Phillips ^{CEO} Marion Estelle Rogers ^{CFO} Evans ^{Manager}
(Sign with ink or indelible pen)

Contact Person (if different from the above): Marion Estelle Rogers-Evans

Street Address: 3215 North Alameda St. Suite A

City: Compton State: CA Zip Code: 90222
Telephone No: 310-223-1766 Fax No: 310-223-1767

EXHIBIT A

E-mail Address: vtplw@msn.com

Payment Terms: 2 %25 days (minimum 25 days for net bid award consideration)

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the requirements of the City, as may be required, during a period of five (5) year from the date of award of contract, for:

CARPET AND FLOORING SUPPLY AND INSTALLATION

according to the bid conditions and attached specifications as well as bidder's findings subsequent to the inspection of the job site.

The scope of the work is described below in the attached specifications.

The contractor must conduct the work/task in a manner and with sufficient materials, equipment, labor to insure completion of the work/task assignment, subject to City authorized written extensions/modifications, commencing with the date of the Notice to Proceed or other schedule otherwise stated in the bid or specifications.

BIDDER'S RESPONSIBILITY:

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted.

BID PRICES VERIFICATION WORKSHEET:

See electronic worksheet.

The bid is requested in the form of a:

Total lump sum per defined unit of work multiplied by the estimated number of units of work, as follows:

Cost per unit of work/task	times	Estimated occurrences	equals	Extension
\$ <u>✓</u>	x	<u>2</u>	=	\$ <u>✓</u>

These total lump sum unit costs shall include full compensation for furnishing all equipment, labor, materials, tools, supplies, ~~taxes~~, inspection, travel expenses, insurance, supervision, overhead, profit, permits, if required, and doing all the work involved. The provisions entitled ~~taxes~~ on the second paragraph of the attached "General Conditions" ~~is deleted from the bid request~~.

AWARD OF CONTRACT:

Award of the contract will be made after investigation of the responsibility of the low bidder(s). The bid will be awarded to the lowest responsive and responsible bidder(s) meeting the requirements of the specification.

BID:

The bid must be made on the bid form provided. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the plans and specifications. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Allen Phelps
Signature: *Allen Phelps*
Addendum 1 (if issued)

Signature: _____
Addendum 4 (if issued)

Signature: _____
Addendum 2 (if issued)

Signature: _____
Addendum 5 (if issued)

Signature: _____
Addendum 3 (if issued)

Signature: _____
Addendum 6 (if issued)

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the City. All bids shall be subject to acceptance by the City for three (3) months.

LISTING OF SUBCONTRACTORS:

The bid must be accompanied by a list which specifies:

- a. The name and address of each Subcontractor who will perform labor or render service to the bidder in or about the construction of the work or improvement in an amount in excess of one-half of one percent (½%) of the bidder's total bid, or \$10,000, whichever is greater.
- b. That portion of the work, as defined in the bid, which will be done by each listed Subcontractor.

COMPLETION AND ACCEPTANCE:

The work shall be under the charge and care of the Contractor until final acceptance of the work. The Contractor shall take every precaution against injury or damage to the work from the action of the elements or any other cause, whether arising from the execution of the work. The Contractor shall rebuild, restore, and make good, at the Contractor's expense, all injuries or damage to the work occurring before acceptance of the work.

Any loss or damage arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the work; or from any act or omission not authorized by these specifications, on the part of the contractor or subcontractor shall be sustained by the Contractor.

PUBLIC CONVENIENCE AND SAFETY.

General. The Contractor shall conduct all operations in a manner that will cause no interference with airplane traffic or normal operation of the Airport. In all operations the Contractor shall be governed by the regulations and rules of the Department of Airports and shall cooperate fully with the Director of Maintenance and Airport Manager.

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:

The Contractor shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, structures, and other objects on or adjacent to the work site, that are not designated for removal, shall be protected from injury or damage. When ordered by the Executive Director, the Contractor shall provide and install suitable safeguards to protect any object from injury or damage.

The Contractor shall protect existing and pavement edges against damage or marking from equipment with steel tracks and from equipment loaded in excess of the strength of the pavement or pavement edge. Areas and routes used by the Contractor or Subcontractors shall be restored to their original condition by the Contractor before final acceptance of the Work. The fact that any improvement or facility is not indicated in the specifications shall not relieve the Contractor of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The Contractor shall pay for and satisfactorily repair damage to any object which may be damaged as a result of the operations or negligence of the Contractor or Subcontractors. If it becomes necessary for the City to repair such damage, the Contractor shall be billed for and shall pay the actual cost to the City, for labor and materials plus fifteen percent (15%) administrative costs.

CONTRACTOR'S GUARANTEE

The Contractor shall guarantee all of its work, all work of its Subcontractor, and all material furnished, for a period of one (1) year after the date of final acceptance of the Work. Neither the final acceptance nor the final payment nor any provision in the contract documents shall relieve Contractor of responsibility for faulty material or quality of work. The Contractor shall have the Faithful Performance bond remain in full effect for one (1) year after final acceptance. The Engineer shall give notice of observed defects to the Contractor with reasonable promptness. Contractor shall remedy the defects and pay for any damage to other work resulting therefrom which appears within one (1) year after final acceptance. Whenever applicable, equipment furnished shall bear the Underwriter's Label.

PAYMENT AND PERFORMANCE BOND:

LAWA reserves the right to request a payment and performance bond for specific projects performed under this contract. Maintenance Services Division executive management will make that determination on a project by project basis.

CONTRACTOR'S PROBLEM LOG:

If services and/or delivery fall below an acceptable level, as determined by the Project Manager, (James Bratcher or his/her designated representative), the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service". The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by the City until corrections are made.

If unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three or more such notices, the City may cancel the contract that results from the bid upon giving the contractor a thirty (30) day written notice.

DELIVERY COSTS:

Prices quoted shall include all delivery and unloading charges to the City of Los Angeles, Department of Airports, at various locations throughout Los Angeles International Airport – 90045, Van Nuys Municipal Airport - 91406, and Ontario/LA Airport – 91761, CA. Bidder/contractor owns equipment/goods in transit and files any claim with shipper/manufacturer for any loss or damage.

ESTIMATED EXPENDITURE:

Total expenditures under this contract are estimated to be \$2,780,000. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to provide the whatever amount of service is required at the unit bid prices quoted in accordance with actual requirements throughout the contract period.

EXAMINATION OF JOB SITE

BIDDERS MUST EXAMINE AND JUDGE FOR THEMSELVES THE LOCATION, SURROUNDINGS, PHYSICAL CONDITION, AND NATURE OF ANY WORK TO BE DONE. SUBMISSION OF A BID SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE BIDDER HAS MADE SUCH AN EXAMINATION.

IF INCLUDED, PLANS AND/OR DRAWINGS FOR THE WORK SHOW CONDITIONS AS THEY ARE SUPPOSED OR BELIEVED TO EXIST. THE CONDITIONS SHOWN DO NOT CONSTITUTE A REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, BY THE CITY OR ITS OFFICERS THAT SUCH CONDITIONS ACTUALLY EXIST. NEITHER THE CITY NOR ANY OF ITS OFFICERS SHALL BE LIABLE FOR ANY LOSS SUSTAINED BY THE CONTRACTOR AS A RESULT OF ANY VARIANCE BETWEEN CONDITIONS SHOWN ON THE PLANS AND/OR DRAWINGS AND THE ACTUAL CONDITIONS.

ON DECEMBER 18TH 2012, PROSPECTIVE BIDDERS ARE INVITED TO TOUR AND EXAMINE THE SITE OF THE PROPOSED WORK. ALL BIDDERS PLANNING TO MAKE THE TOUR SHALL MEET AT 10:00 A.M. ON THIS DATE AT: 7301 World Way West, 4th Floor, Los Angeles, CA 90045. BEFORE THE TOUR, A BIDDERS' CONFERENCE WILL BE HELD. FOR ANY FURTHER INFORMATION ABOUT THE TOUR, CALL: RICHARD PEREZ AT: 424-646-7402 OR 424-646-7392.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: Larry Rolon, LAWA ADA Coordinator at (424)337-5005.

DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION

Los Angeles World Airports-7301 World Way West, 4th floor, Los Angeles, 90045
405 (South) or (North) to 105 (West)
105 (West) to the end. (Imperial Highway)
Imperial Highway (West) approx. 3 signal lights to Pershing Drive.
At Pershing Drive, make a Right turn
Approx. 1000 feet (North) where there will be a sign "World Way West"
Follow the road on to World Way West. (East)
Proceed (East) to third signal light at Administration Road, and turn LEFT into the driveway and park in the parking area in front of you or to the East or Rear of 7301. There is additional parking

across World Way West at Maintenance Road.
 The 9 story high rise building west of you is 7301—The Procurement Services Division is on the 4th floor.
 DO NOT park in the Assigned Spaces in front or side of the building.

GENERAL CONDITIONS:

The request for bid is subject to the attached "General Conditions"

INVOICE INSTRUCTIONS:

The request for bid is subject to the attached "Invoice Instructions"

PAYMENT TERMS:

Payment terms are Net 30 days, unless bidder grants the City a discount in the blank spaces after "Payment terms" on the bid signature section of the front page. These terms are considered for net bid award, for payment required by bidder within 25 days, minimum!

PREVAILING WAGE:

This contract is subject to the requirements of prevailing wage and other conditions pursuant to Labor Code, Division Two, Part Seven, Chapter One. The general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, predetermined increases if applicable, or type of workman needed to execute this Contract are available from the State of California Director of the Department of Industrial Relations at http://www.dir.ca.gov/dlsr/statistics_research.html. These rates are on file, in form of a CD, with the Procurement Services Division. Copies may be obtained at cost from this department. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor must also comply with provisions of Sections 1775, 1776, and 1813 of the Labor Code.

REFERENCES:

Bidders are required to PRINT below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

Name contact person email	Telephone	Company/agency	Address	Project
Martha Medina (213) 928-9556 martha.medina@lacity.org		City of Los Angeles	111 EAST 7 th ST L.A. CA	City wide flooring
Joyce Mar (213) 798-8963 joyce.mar@lacity.org		LA FIRE DEPARTMENT	BROADWAY 8 th Floor L.A. CA	All Fire Departments
Paul Kennedy (424) 646-7748 with LILLIAN CHOY (213) 252-1851 HOUSING lillian.choy@hacle.org		LAWA HOUSING AUTHORITY		LAWA/ONTARIO/ONTARIO AIRPORTS All City Housing Flooring Projects L.A. CA

RIGHT TO REJECT BIDS:

The City reserves the right to reject any and all bids; to waive any informality in such bids; to advertise for new bids; or to otherwise proceed to fulfill the City's needs.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the City, but the same shall be subject to acceptance by the City for a period of three (3) months.

The City reserves the right to reject a bid/proposal from any company, business, corporation, or individual who is indebted to the City.

(ONLY APPLICABLE OVER \$150,000)

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP): CERTIFIED LBE by the City of LA?

Yes

No

Companies certified as a Local Business Enterprise (LBE) with the City of Los Angeles are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on LAWA contracts in excess of \$150,000. Please see the attached LBPP document for the program rules.

In order to be given the bid preference as a certified LBE, your **Local Business Certification – Affidavit of Eligibility** must be uploaded to LABAVN and approved by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance and listed on LABAVN as such *prior* to the bid due date in order to participate in the LBPP.

Certification as an LBE is valid for two years from the date of approval. Applicant firms must be re-certified on a bi-annual basis with the Office of Contract Compliance. For questions concerning the Local Business Preference Program, contact the Office of Contract Compliance at (213) 847-2684.

STATE CONTRACTOR LICENSE/CLASS

Enter your State of California:

CONTRACTOR LICENSE NUMBER HERE: 659007

CONTRACTOR CLASS NUMBER HERE: C-15

EXPIRATION DATE HERE: 11-30-2014

The representation of this Contractor's license are made under the penalty of perjury.

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED TO BID:

The contractor's license classification required to bid on this project is: **C15 – Flooring and Floor Coverings Contractor.**

Any bid submitted by a contractor, who is not licensed as specified at the time bids are due, shall be considered non responsive and shall be rejected by LAWA, pursuant to California Business

within a reasonable time agreed upon by LAWA representative and the Contractor after receiving LAWA notification to proceed with the work

E) All mentioned provisions being equal within this document, the lowest responsive bid will be used to award the contract.

F) Any increase in rates, labor or parts, must be substantiated by corresponding increases in contractor's costs, and requested in writing to the Purchasing Office. Any increase will not be granted without prior approval from LAWA Purchasing Office.

G) Non-Stock or Backordered Items In the event the contractor needs to obtain material from outside of its inventory system or warehouse, or in the event the contractor is out of stock or the said items are on backorder, contractor shall promptly notify LAWA's Maintenance Services Division (Paint Shop) and provide an estimated time of arrival (ETA) for the goods. However, the contractor agent must demonstrate good faith effort to obtain the goods in a timely manner.

Contractor is responsible for all work done under this agreement, whether by its personnel or its subcontractors

1. Contractor will only be paid for work performed on-site and will not be paid any travel expenses.
2. Contractor shall be required to submit a written quotation describing the complete scope of work to be performed prior to the start of authorized work. Included in the quotation, shall be a detailed list of all materials and labor proposed to complete the job.

BIDDER IS REQUIRED TO SUBMIT A LIST OF CUSTOMER SERVICE REFERENCES WITH SERVICES COVERING THE LAST THREE (3) YEARS. FAILURE TO DO SO MAY NULLIFY BID.

Reference:

Please list (3) companies with contacts and phone numbers where similar projects on a large-scale were completed.

1. Mike Weaver, Montebello USD - (323) 855-1645
 2. Joyce G. Mor, LACITY FIRE DEPT - (213) 798-8963
 3. Rod Nisperos, LACITY Rec & Parks - (213) 216-3527
- PAUL KENNEDY LAWA - (310) 878-0563
or (424) 646-7748

List your 24-hour, 7-day-a-week telephone number for on-call service if Contractor provide this service (310) 877-2819. Bidder awarded contractor must respond within the next business day to requests made by the LAWA representative requesting quotes.

Insurance is required to work on LAWA property. Valid insurance must be maintained at all times. Updated documentation of valid insurance must be on file in LAWA Purchasing Division. Invoices will not be honored by LAWA Accounting without correct insurance on file.

Parking for vendor will be made available at the various job sites throughout LAWA facilities

Failure to comply with the terms of this contract shall be grounds for termination of this contract.

When submitting invoice(s) to Los Angeles World Airports (L.A.W.A.), contractor shall itemize its labor costs and material costs as indicated on cost work sheet. Upon request of LAWA personnel, contractor must provide proof of cost for material/equipment purchased.

L.A.W.A. reserves the right to request job estimates on various projects throughout the airport after the award of this contract. The contractor must provide this estimate and invoice L.A.W.A. under the terms of this contract.

V.T.P., INC.

LISTING OF SUBCONTRACTORS

**111-165-111-165 CARPET AND FLOORING SUPPLY
AND INSTALLATION**

- 1. 1ST CHOICE MODULAR INSTALLATION
3540 CADILLAC AVE.
COSTA MESA, CA 92626**

**PORTION OF WORK-MOVE FURNITURE
APPROXIMATELY \$47,000.**

- 2. DCI FLOOR COVERING
7718 ½ STATE STREET
HUNTINGTON PARK, CA 90255**

**PORTION OF WORK-NOT LESS THAN \$10,000
FOR INSTALLATION OF CARPET**

**CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH ESTIMATED YEARLY USAGE VERIFICATION WORK SHEET**

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Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	ESTIMATED YEARLY USAGE	NET UNIT PRICE	EXTENDED PRICE
1	N/A	N/A	LABOR, REMOVAL, COVE BASES REG TIME: Labor for work performed in accordance with the RFB/contract specifications and requirements attached (Linear Foot)	1000	\$0.01	\$10.00
2	N/A	N/A	LABOR, REMOVAL, COVE BASES Overtime: Labor for work performed in accordance with the RFB/contract specifications and requirements attached (Linear Foot)	1000	\$0.02	\$20.00
3	N/A	N/A	LABOR, REPAIR, PREPARATION OF FLOOR REG TIME: REPAIR AND PREPARATION OF FLOOR PRIOR TO INSTALLING FLOOR COVERING (Square Foot)	100000	\$0.10	\$10,000.00
4	N/A	N/A	LABOR, REPAIR, PREPARATION OF FLOOR OVERTIME: REPAIR AND PREPARATION OF FLOOR PRIOR TO INSTALLING FLOOR COVERING (Square Foot)	100000	\$0.10	\$10,000.00
5	N/A	N/A	LABOR CUSTOM PREP OF FLOOR REG TIME: Custom Vinyl Floor Preparation other than standard preparation covered in Line item 4 and 5 ALL CUSTOM WORK MUST BE APPROVED BY JOB SUPERVISOR PRIOR TO COMMENCEMENT OF WORK (Hourly)	100	\$45.00	\$4,500.00
6	N/A	N/A	LABOR CUSTOM PREP OF FLOOR OVERTIME: Custom Vinyl Floor Preparation other than standard preparation covered in Line item 4 and 5 ALL CUSTOM WORK MUST BE APPROVED BY JOB SUPERVISOR PRIOR TO COMMENCEMENT OF WORK (Hourly)	100	\$60.00	\$6,000.00

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7	N/A	N/A	LABOR, INSTALL SHEET VINYL, REG TIME: Labor for work performed in accordance with the RFB/Contract specifications and requirements (Square yard)	5000	\$1.75	\$8,750.00
8	N/A	N/A	LABOR, INSTALL SHEET VINYL, OVERTIME TIME: Labor for work performed in accordance with the RFB/Contract specifications and requirements (Square yard)	5000	\$1.90	\$9,500.00
9	N/A	N/A	LABOR, INSTALLATION SUBFLOOR REG TIME: Labor for work performed in accordance with the RFB/Contract specifications and requirements (Square Foot)	1000	\$0.60	\$600.00
10	N/A	N/A	LABOR, INSTALLATION SUBFLOOR Overtime: Labor for work performed in accordance with the RFB/Contract specifications and requirements (Square Foot)	1000	\$0.80	\$800.00
11	N/A	N/A	LABOR, INSTALL WOOD STRIP FLOORING REG TIME: Labor for work performed in accordance with the RFB/Contract specifications and requirements (Square Foot)	3000	\$1.00	\$3,000.00
12	N/A	N/A	LABOR, INSTALL WOOD STRIP FLOORING OVERTIME: Labor for work performed in accordance with the RFB/Contract specifications and requirements (Square Foot)	3000	\$1.38	\$4,140.00

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Item#	MANUFACTURER NAME	PRODUCER CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	ESTIMATED YEARLY USAGE	NET UNIT PRICE	EXTENDED PRICE
13	N/A	N/A	LABOR INSTALL CARPET VINYL/RUBBERBACKING REG. TIME: Installation of rubber or Vinyl backed caret and cement directly to floor using "HENRY'S NO. 25" (or equal) (Square Yards)	12000	\$5.00	\$60,000.00
14	N/A	N/A	LABOR INSTALL CARPET VINYL/RUBBERBACKING OVERTIME Installation of rubber or Vinyl backed caret and cement directly to floor using "HENRY'S NO. 25" (or equal)(Square Yards)	10	\$8.00	\$80.00
	N/A	N/A	SERVICE SCRAPING REG. TIME: Hand/Machine scrape cement residue from floor for preparation of flooring installation (Square Foot)	1000	\$0.90	\$900.00
	N/A	N/A	SERVICE SCRAPING OVERTIME: Hand/Machine scrape cement residue from floor for preparation of flooring installation (Square Foot)	0	\$0.00	\$0.00
16	N/A	N/A	LABOR REPAIR CARPET, REG TIME: Labor repair carpet	5000	\$0.70	\$3,500.00
17	N/A	N/A	LABOR REPAIR CARPET, OVERTIME: Labor repair carpet	3500	\$26.00	\$91,000.00
18	N/A	N/A	LABOR REPAIR CARPET, OVERTIME: Labor repair carpet	800	\$57.00	\$45,600.00
19	N/A	N/A	SERVICE REMOVE/DEMOLISH CARPET, OLD TACKLESS CARPET Regular Time:(Square Yard)	50	\$6.00	\$300.00
				0	\$0.00	\$0.00

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20	N/A	N/A	SERVICE REMOVE/DEMOLISH CARPET, OLD TACKLESS CARPET Overtime: (Square Yard)	50	\$8.00	\$400.00
21	N/A	N/A	SERVICE REMOVE/DEMOLISH CARPET, OLD GLUEDOWN REG TIME (Square Yard)	1100	\$4.00	\$4,400.00
22	N/A	N/A	SERVICE REMOVE/DEMOLISH CARPET, OLD GLUEDOWN OVERTIME (Square Yard)	10	\$8.00	\$80.00
23	N/A	N/A	SERVICE REMOVE/DEMOLISH CARPET, VINYL/RUBBER BACK REG. TIME (Square Yard)	10000	\$1.50	\$15,000.00
24	N/A	N/A	SERVICE REMOVE/DEMOLISH CARPET, VINYL/RUBBER BACK Overtime: (Square Yard)	10000	\$1.50	\$15,000.00
25	N/A	N/A	SERVICE FLOORING RELATED REG TIME: Work associated with installation such as moving of furniture, equipment, books, personal items and other related items. (Hourly)	500	\$41.61	\$20,805.00
26	N/A	N/A	SERVICE FLOORING RELATED Overtime: Work associated with installation such as moving of furniture, equipment, books, personal items and other related items. (Hourly)	100	\$67.00	\$5,700.00
27	N/A	N/A	SERVICE, INSTALL, LINOLEUM REG TIME (Square Foot)	100	\$1.75	\$175.00
28	N/A	N/A	SERVICE, INSTALL, LINOLEUM OVERTIME (Square Foot)	1	\$2.40	\$2.40

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29	N/A	N/A	SERVICE INSTALLATION OF VINYL CHLORIDE TILE (VCT) Regular Time: (Square Foot)	55000	\$0.68	\$37,400.00
30	N/A	N/A	SERVICE INSTALLATION OF VINYL CHLORIDE TILE (VCT) Overtime: (Square Foot)	3000	\$0.93	\$2,790.00
31	N/A	N/A	SERVICE, LABOR REMOVAL OF VCT (NON-ASBESTOS TILE) Regular time: (Square Foot)	7500	\$0.45	\$3,375.00
32	N/A	N/A	SERVICE, LABOR REMOVAL OF VCT (NON-ASBESTOS TILE) Overtime: (Square Foot)	100	\$0.95	\$95.00
33	N/A	N/A	SERVICE INSTALLATION, STAIR TREADS/RISERS, REG. TIME (HOURLY)	25	\$41.61	\$1,040.25
34	N/A	N/A	SERVICE INSTALLATION, STAIR TREADS/RISERS, OVER TIME (HOURLY)	10	\$65.00	\$650.00
35	N/A	N/A	SERVICE INSTALL RUBBER TILE (SQUARE FOOT)	3000	\$1.00	\$3,000.00
36	N/A	N/A	SERVICE INSTALL REDUCER/METAL (LINEAR FOOT)	10	\$9.00	\$90.00
37	N/A	N/A	STANDBY TIME, Standing Time (Non-Taxable) (HOURLY)	100	\$2.00	\$200.00
38	BUJKE	BASE	BASE COVE 4" RUBBERIZED VINYL 707P (LINEAR FOOT)	500	\$0.50	\$250.00
or/ equal				0	\$0.00	\$0.00

**CITY OF LOS ANGELES
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39	BURKE	BASE	BASE COVE 4" RUBBERIZED VINYL 502 (LINEAR FOOT)	500	\$0.41	\$205.00
or equal				0	\$0.00	\$0.00
40	BURKE	BASE	BASE COVE 4" RUBBERIZED VINYL ASSORTED COLORS (LINEAR FOOT)	500	\$0.45	\$225.00
or equal				0	\$0.00	\$0.00
41	BURKE	BASE	BASE COVE 6" RUBBERIZED VINYL 701P BLACK (LINEAR FOOT)	1000	\$0.60	\$600.00
or equal				0	\$0.00	\$0.00
42	BURKE	BASE	BASE COVE 6" RUBBERIZED VINYL, 502 "BURKE" (LINEAR FOOT)	100	\$0.60	\$60.00
or equal				0	\$0.00	\$0.00
	BURKE	BASE	BASE COVE 6" RUBBERIZED VINYL ASSORTED COLORS "BURKE" (LINEAR FOOT)	15000	\$0.40	\$6,000.00
or equal				0	\$0.00	\$0.00
44	ARMSTRONG	STANDARD EXLC	VINYL COMPOSITE TILE"ARMSTRONG STANDARD EXLON" SIZE 1/8"X12"X12" COLOR : ALL COLORS NOT LISTED IN STANDARD), 51839,51899,51903,51904,51925,51928, AND 51940 (SQUARE FOOT)	4500	\$0.82	\$3,690.00
or equal				0	\$0.00	\$0.00
45	ARMSTRONG	STANDARD EXLC	VINYL COMPOSITE TILE"ARMSTRONG STANDARD EXLON" SIZE 1/8"X12"X12" COLOR : ALL COLORS NOT LISTED IN LINE 44 (SQUARE FOOT)	6000	\$0.77	\$4,620.00
or equal				0	\$0.00	\$0.00
46	ARMSTRONG	ARMSTRONG ST	VINYL COMPOSITE TILE"ARMSTRONG STONEX "SIZE 1/8"X12"X12" COLOR: 52139,52143 (CITY STANDARD) (SQUARE FOOT)	10	\$2.50	\$25.00
or equal				0	\$0.00	\$0.00

**CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH ESTIMATED YEARLY USAGE VERIFICATION WORK SHEET**

BIDDER MUST ENTI V.T.P., INC.

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47	ARMSTRONG	ARMSTRONG ST 46	VINYL COMPOSITE TILE/ARMSTRONG STONEX "SIZE 1/8"X12"X12" COLOR: ALL COLORS NOT LISTED IN LINE ITEM (SQUARE FOOT)	1000	\$1.60	\$1,600.00
48	ARDEX		UNDERLAYMENT, FLOOR PREP, "ARDEX" BAG	0	\$0.00	\$0.00
	OREQUAL		UNDERLAYMENT, PLYWOOD 1/4"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	100	\$25.00	\$2,500.00
49	N/A	N/A	UNDERLAYMENT, PLYWOOD 1/4"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	0	\$0.00	\$0.00
	N/A	N/A	UNDERLAYMENT, PLYWOOD 3/8"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	10	\$15.00	\$150.00
	N/A	N/A	UNDERLAYMENT, PLYWOOD 1/2"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	0	\$0.00	\$0.00
	N/A	N/A	UNDERLAYMENT, PLYWOOD 1/2"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	10	\$16.00	\$160.00
51	N/A	N/A	UNDERLAYMENT, PLYWOOD 3/4"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	0	\$0.00	\$0.00
	N/A	N/A	UNDERLAYMENT, PLYWOOD 3/4"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	10	\$20.00	\$200.00
52	N/A	N/A	UNDERLAYMENT, PLYWOOD 3/4"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	0	\$0.00	\$0.00
	N/A	N/A	UNDERLAYMENT, PLYWOOD 3/4"X4'X4' APA UNDERLAYMENT GRADE, FULLY SANDED FACE, MUST HAVE APA STAMP (EACH)	10	\$30.00	\$300.00
53	DURATEX		COMPOUND, UNDERLAYMENT, 4 GAL. CONTAINER (QSI CAN)	0	\$0.00	\$0.00
	OREQUAL		ADHESIVE, TILE IN 4 GAL CONTAINER (ADHESIVE TO BE ABESTOS FREE) (CAN)	10	\$1.00	\$10.00
54	HENRY'S	#430	ADHESIVE, TILE IN 4 GAL CONTAINER (ADHESIVE TO BE ABESTOS FREE) (CAN)	0	\$0.00	\$0.00
				100	\$50.00	\$5,000.00

**CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH ESTIMATED YEARLY USAGE VERIFICATION WORK SHEET**

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55	HENRYS	#251 STICKER	ADHESIVE CARPET TILE IN 5 GAL CONTAINER (ADHESIVE TO BE ABESTOS FREE) (CAN)	400	\$25.00	\$10,000.00
or equal				0	\$0.00	\$0.00
56	HENRYS	#170	ADHESIVE, GLUEDOWN CARPET (ABESTOS FREE) (CAN)	10	\$49.00	\$490.00
or equal				0	\$0.00	\$0.00
57	PARABOND	#4263	ADHESIVE SEAM SEALER (QUART CAN)	10	\$20.00	\$200.00
or equal				0	\$0.00	\$0.00
58	PARABOND	M60	ADHESIVE, SUPPLY PRIMER (5 GAL CONTAINER)	10	\$135.00	\$1,350.00
or equal				0	\$0.00	\$0.00
59	MANNINTON		ADHESIVE SLIP RETARDANT (CAN)	50	\$1.00	\$50.00
or equal				0	\$0.00	\$0.00
60	JOHNSONITE		ADHESIVE RUBBER TILE 4 GAL CONTAINER (CAN)	10	\$150.00	\$1,500.00
or equal				0	\$0.00	\$0.00
61	DURABOND		ADHESIVE, COVE BASE 4 GAL CONTAINER	10	\$55.00	\$550.00
or equal				0	\$0.00	\$0.00
62	BURKE		ADHESIVE, COVE BASE 12-30 OZ TUBE PER CASE	125	\$48.00	\$6,000.00
or equal				0	\$0.00	\$0.00
63	ENDURA	#700	EPOXY FOR INSTALLATION OF RUBBER TILES 2 GAL PAIL (CAN)	100	\$55.00	\$5,500.00
or equal				0	\$0.00	\$0.00
64	ARMSTRONG	SDT	TILE, SDT, 12" X 12" ARMSTRONG (SQUARE FOOT)	1000	\$4.60	\$4,600.00
or equal				0	\$0.00	\$0.00
65	ARMSTRONG	SAFETY	TILE SAFETY 12"X12" (SQUARE FOOT)	600	\$3.00	\$1,800.00
or equal				0	\$0.00	\$0.00
66	MANNINGTON	ESSENTIAL	TILE VCT, 12"X12" (SQUARE FOOT)	10	\$1.00	\$10.00

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LOS ANGELES WORLD AIRPORTS
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67	MANNINGTON	SLIP RESISTANT	TILE, SLIP RESISTANT 18"X18" (Square Foot)	2000	\$0.10	\$200.00
68	JOHNSONITE		TILE, RUBBER, 24"X24" (Square Foot)	2000	\$4.85	\$9,700.00
69	ENDURA	FLECKSIBLES	TILE, RUBBER, 18.125X18.125, ANY COLOR	5000	\$2.60	\$13,000.00
70	ARMSTRONG		RODS WELDING, RUBBER/VINYL PRODUCTS (ROLL)	100	\$48.00	\$4,800.00
71	ENDURA		RISERS, STAIR, (LINEAR FOOT)	500	\$3.18	\$1,590.00
	N/A	N/A	REDUCER/METAL, UNIVERSAL POWERHOUSE (LINEAR FOOT)	1000	\$0.75	\$750.00
73	N/A	N/A	METAL, STAIRNOSE, UNIVERSAL/POWERHOUSE (LINEAR FOOT)	100	\$1.00	\$100.00
74	ENDURA	N/A	TREAD, STAIR, RUBBER (LINEAR FOOT)	600	\$8.00	\$4,800.00
75	FORBO	WARMOLEUM	FLOORING, ROLLED, LINDOLEUM 67" (2 METERS WIDE) 2.5 MM THICK, VIVANCE, REAL, FRESCO (LINEAR FOOT)	100	\$13.92	\$1,392.00
76	FORBO	MARMOLEUM	FLOORING, ROLLED, LINDOLEUM 67" (2 METERS WIDE) 2.5 MM THICK, GRAPHIC, MINERAL, PRISMA, PIANO, STRIATO (LINEAR FOOT)	100	\$15.10	\$1,510.00

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77	FORBO	MARMOLEUM	FLOORING ROLLED LINOLEUM "CONTRACTORS PLUS MARMOLEUM" 2.0MM THICK (LINEAR FOOT)	100	\$11.20	\$1,120.00
78	FORBO	MARMOLEUM	FLOORING LINOLEUM TILES 20"X20" OR 13"X13" 2.5MM THICK DUAL TILE (30 COLOR ASSORTMENT) (SQUARE FOOT)	1000	\$3.42	\$3,420.00
79	FORBO	MARMOLEUM	FLOORING, MCT LINOLEUM TILES 13"X13" 2.0MM THICK (SQUARE Foot)	1000	\$2.30	\$2,300.00
80	FORBO	MARMOLEUM	ADHESIVE, SHEET ADHESIVE, "FORBO MARMOLEUM L-910" 4 GAL CONTAINER (CAN)	10	\$134.00	\$1,340.00
81	FORBO	MARMOLEUM	ADHESIVE, SHEET ADHESIVE, "FORBO MARMOLEUM T-940" 4 GAL CONTAINER (CAN)	10	\$120.00	\$1,200.00
82	FORBO	MARMOLEUM	ADHESIVE, SHEET ADHESIVE, "FORBO MARMOLEUM V-920" 4 GAL CONTAINER (CAN)	10	\$141.00	\$1,410.00
83	FORBO	MARMOLEUM	ADHESIVE, NEOFLOOR SHEET ADHESIVE, "FORBO FR5-920" 4 GAL CONTAINER (CAN)	10	\$141.00	\$1,410.00
84	FORBO	MARMOLEUM	ADHESIVE, NEOFLOOR TILE ADHESIVE, "FORBO FRT-950" 4 GAL CONTAINER (CAN)	10	\$141.00	\$1,410.00
85	BURKE	BASE	BASE, COVE 4" RUBBER, BLACK 701P (LINEAR FOOT)	1000	\$0.68	\$680.00

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86	BURKE	BASE	BASE COVE 4" RUBBER, ASSORTED COLORS (LINEAR FOOT)	1000	\$0.89	\$890.00
or equal	BURKE	BASE	BASE COVE 6" RUBBER, BLACK 701P (LINEAR FOOT)	0	\$0.00	\$0.00
87	BURKE	BASE	BASE COVE 4" RUBBER, ASSORTED COLORS (LINEAR FOOT)	1000	\$1.09	\$1,090.00
	BURKE	BASE	BASE COVE 6" RUBBER, ASSORTED COLORS (LINEAR FOOT)	0	\$0.00	\$0.00
88	BURKE	BASE	BASE COVE 6" RUBBER, ASSORTED COLORS (LINEAR FOOT)	1000	\$1.22	\$1,220.00
				0	\$0.00	\$0.00
89	TANDUS FLOORING	HAPHAZARD	CARPET COLLINS AND AIKMAN 24" ER3RS CARPET TILE, COLOR: ARABIAN (SQUARE YARD)	10000	\$27.50	\$275,000.00
				0	\$0.00	\$0.00
	TANDUS FLOORING	HAPHAZARD	CARPET, COLLINS AND AIKMAN, 6' WIDE POWERBOND CUSHION RS ROLL GOODS (SQUARE Yard)	1000	\$24.63	\$24,630.00
				0	\$0.00	\$0.00
91	TANDUS FLOORING	ABRASIVE ACTION	CARPET COLLINS AND AIKMAN 24" ER3 DRYBACK CARPET TILE, COLOR: TBD (SQUARE YARD)	1000	\$49.25	\$49,250.00
				0	\$0.00	\$0.00
92	TANDUS FLOORING	ABRASIVE ACTION	CARPET, COLLINS AND AIKMAN, 6' WIDE POWERBOND CUSHION DRY BACK ROLL GOODS COLOR: TBD (SQUARE Yard)	1000	\$43.00	\$43,000.00
				0	\$0.00	\$0.00
93	TANDUS FLOORING	C56E	FLOOR PRIMER 4 GAL PAIL (120-130 SY SPREAD) (PER Pail)	100	\$85.00	\$8,500.00
				0	\$0.00	\$0.00
94	TANDUS FLOORING	C14E	ADHESIVE FLOORING PRESSURE SENSITIVE 4 GAL PAIL (PER PAIL)	100	\$85.00	\$8,500.00
				0	\$0.00	\$0.00

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LOS ANGELES WORLD AIRPORTS
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95	TANDUS FLOORING	C16E	ADHESIVE FLOORING (44-55 SY SPREAD RATE) 4 GAL PAIL (PER PAIL)	100	\$65.00	\$6,500.00
or equal	TANDUS FLOORING	CXL	FLOORING SEAM WELD QUART CAN (PER CAN)	10	\$18.00	\$180.00
or equal	J&J INDUSTRIES	MODULAR ADHESIVE	COMMERCIAL ON PREMIUM MODULAR ADHESIVE 4 GAL PAIL (PER PAIL)	10	\$140.00	\$1,400.00
or equal				0	\$0.00	\$0.00

TOTAL BID PRICE:

\$898,839.65

SPECIFICATIONS FOR MATERIAL AND LABOR

Scope of work

Bids are requested by the City of Los Angeles; Los Angeles World Airports (LAWA) to perform nonprofessional services, Labor and materials for floor covering, Carpet, carpet tile, Linoleum, VCT, Cove Base, Fritz Epoxy Tile at LAWA Airport Facilities. LAWA facilities consist of Van Nuys Airport, Los Angeles World Airport and Ontario International Airport. The locations are as follow, Van Nuys Airport 16813 Stagg Street Van Nuys CA, 91406. Ontario Airport located at 2132 East Avión St Ontario CA, 91761 and LAX 7411 World Way West Los Angeles, CA 90045.

In addition to purchasing materials LAWA will require labor services to be performed within the scope during the installation of materials. Labor rate information for this type of services will be required to be disclosed in the Work Sheet Section provided.

Labor and materials for floor covering, Carpet, carpet tile, Linoleum, VCT, Cove Base, Fritz Epoxy Tile

Calculate the total of the quotation, price costs. The quotation price is calculated by adding all the extended price fields. **These costs are for calculating the lowest contractor only. Actual costs will be determined in accordance with the specifications**

General Specification Provision

A) The part numbers and items listed in the work sheets represent only a portion of the actual items that may be required. LAWA may add or delete manufacturer lines that are not currently covered under this bid, due in part to technological advances and new state of the art equipment used during the contract terms.

B) Any reference in the worksheet section to brand names, trade names, model numbers or other descriptions to specific brand products is made to establish a required level of quality and functional capabilities; it is not intended to exclude other products of that level.

C) Substitute products of other brands and manufacturers will only be considered if the bidders can establish that the substitute is of equal or better quality. It shall be the responsibility of the bidder, for a product that is referenced, to furnish with the bid specifications, catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data will be considered valid justification for rejection of a bid.

D) The contracted vendor shall be required to perform and complete all work

within a reasonable time agreed upon by LAWA representative and the Contractor after receiving LAWA notification to proceed with the work

E) All mentioned provisions being equal within this document, the lowest responsive bid will be used to award the contract.

F) Any increase in rates, labor or parts, must be substantiated by corresponding increases in contractor's costs, and requested in writing to the Purchasing Office. Any increase will not be granted without prior approval from LAWA Purchasing Office.

G) Non-Stock or Backordered Items In the event the contractor needs to obtain material from outside of its inventory system or warehouse, or in the event the contractor is out of stock or the said items are on backorder, contractor shall promptly notify LAWA's Maintenance Services Division (Paint Shop) and provide an estimated time of arrival (ETA) for the goods. However, the contractor agent must demonstrate good faith effort to obtain the goods in a timely manner.

Contractor is responsible for all work done under this agreement, whether by its personnel or its subcontractors

1. Contractor will only be paid for work performed on-site and will not be paid any travel expenses.
2. Contractor shall be required to submit a written quotation describing the complete scope of work to be performed prior to the start of authorized work. Included in the quotation, shall be a detailed list of all materials and labor proposed to complete the job.

BIDDER IS REQUIRED TO SUBMIT A LIST OF CUSTOMER SERVICE REFERENCES WITH SERVICES COVERING THE LAST THREE (3) YEARS. FAILURE TO DO SO MAY NULLIFY BID.

Reference:

Please list (3) companies with contacts and phone numbers where similar projects on a large scale were completed.

1. _____
2. _____
3. _____

List your 24-hour, 7-day-a-week telephone number for on-call service if Contractor provide this service () _____ . Bidder awarded contractor must respond within the next business day to requests made by the LAWA representative requesting quotes.

Insurance is required to work on LAWA property. Valid insurance must be maintained at all times. Updated documentation of valid insurance must be on file in LAWA Purchasing Division. Invoices will not be honored by LAWA Accounting without correct insurance on file.

Parking for vendor will be made available at the various job sites throughout LAWA facilities

Failure to comply with the terms of this contract shall be grounds for termination of this contract.

When submitting invoice(s) to Los Angeles World Airports (L.A.W.A.), contractor shall itemize its labor costs and material costs as indicated on cost work sheet. Upon request of LAWA personnel, contractor must provide proof of cost for material/equipment purchased.

L.A.W.A. reserves the right to request job estimates on various projects throughout the airport after the award of this contract. The contractor must provide this estimate and invoice L.A.W.A. under the terms of this contract.

General Conditions
(In the general conditions listed below, the City of Los Angeles,
Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

FORM OF BID AND SIGNATURE. All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental Purchasing Officer. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized corporate officers. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

TAXES. Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Other taxes must be included in the bid prices.

AWARD. Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

BRAND NAMES AND SPECIFICATIONS. Unless otherwise stated the detailed specification and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.

PATENTS. Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

SPECIFICATION CHANGES. If provisions of the Specifications restrict bidder from bidding, he or she may request in writing that the specifications be modified. Such request must be received by the Purchasing Manager at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

CITY HELD HARMLESS

Except for the City's sole negligence, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the Administrative Requirements includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements.

PURCHASE AGREEMENT DOCUMENTS. A copy of the Notice Inviting Bids, the bid and a copy of these General Conditions and the Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

DEFAULT BY SUPPLIER. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs

occasioned the City thereby.

PAYMENTS. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

SAFETY APPROVAL. Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

PATENT RIGHTS. The supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell.

ASSIGNMENT. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

ATTORNEY'S FEES. If City shall, without any fault be made a party to any litigation commenced by or against Supplier arising out of Supplier's performance of this Agreement or incident to such performance and as a result of which Supplier is finally adjudicated to be liable, then Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

BID PROTEST.

Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of bid opening. The day after bid opening shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90008-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- a. The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- b. The protest must refer to the specific portion of the document which forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- e. The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the protesting party may be determined to be irresponsible and may be determined to be ineligible for future contract award.
- f. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

Revised 01/24/11

Administrative Requirements

Administrative Requirements

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

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

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

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: www.lawa.org -> About LAWA -> Business Opportunities
-> Administrative Requirements

1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutoprograms.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> LAWA Payment Terms to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

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

- **List of Other City of Los Angeles Contracts (during previous ten years)**

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

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements.

2. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

3. AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Attachment:

- Non-discrimination, Equal Employment Practices, and Affirmative Action Program Provisions

4. ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 - 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

Attachment:

- California Government Code Section 4550—4554

5. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents 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/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' 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/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. 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/Proposers/Respondents 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/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

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

Attachment:

- Los Angeles City Ethics Commission Special Bulletin, available at http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf

6. CHILD SUPPORT OBLIGATIONS

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

Attachment:

- Child Support Obligations Provisions

7. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

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

Attachments:

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

8. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), Contractor agrees to comply with the applicable provisions of EBO Section 10.8.2.1 of the Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by City, including Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration.

As used above, the term "*Non-ERISA Benefits*" (*ERISA - The Employee Retirement Income Security Act of 1974*) shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension benefit plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA.

Required EBO forms and instructions will be provided at a later time to the selected bidder/proposer or can be found at the web address provided below. The selected bidder/proposer must complete and return the EBO Compliance Form, along with any supporting documentation, to LAWA for approval. If the selected bidder/proposer does not currently offer equal benefits to employees with spouses and employees with domestic partners, the selected bidder/proposer must select from one of the following:

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

The selected bidder/proposer must submit the required forms and documentation within five (5) working days upon receipt of selection notification. Should the selected bidder/proposer fail to submit the required forms and documentation within the time allowed, LAWA maintains the option to cancel the selection and choose the next responsive bidder/proposer.

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

For additional information regarding the EBO, as well as forms, ordinances, please contact Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922 or Procurement Services at (424) 646-5380 or visit our website at <http://www.lawa.org> -> About LAWA -> Business Opportunities -> Administrative Requirements.

9. FIRST SOURCE HIRING PROGRAM

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

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

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

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

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6053 W. Century Blvd., 3rd Floor, Los Angeles, CA 90045, (424) 646-7300, (424) 646-9257 fax., web: www.lawa.org/bjrc.

10. INSURANCE

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

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

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

11. LIVING WAGE AND SERVICE CONTRACT WORKER RETENTION ORDINANCES

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service 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, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements are as follows: (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

Unless otherwise exempt in accordance with the provisions of the Service Contractor Worker Retention Ordinance Section 10.36 et seq., as amended from time to time (the "SCWRO"), contractors under service contracts primarily for the furnishing of services to or for the City or financial assistance recipients and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall comply with the provisions of the SCWRO.

Generally, for SCWRO compliance, the successor contractor shall agree to retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer and who were earning less than Fifteen Dollars (\$15.00) per hour.

Compliance with LWO and SCWRO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business, for lessees and licensees only), or SCWRO Exemption (City Financial Assistance Recipient), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- Employee Information Form
- Subcontractor Information Form

All the forms as well as the draft contract language pertaining to LWO and SCWRO compliance are available at: http://www.lawa.org/welcome_LAWA.aspx?id=596. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO and SCWRO compliance at LAWA, please contact us at 424-646-5380 or procurementrequirements@lawa.org.

For the most current LWO/SCWRO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

12. MUNICIPAL LOBBYING ORDINANCE

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal

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

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

Additional information regarding this requirement may be obtained at:

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

Attachments:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586.

Checklist

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. VENDOR IDENTIFICATION FORM

- Is the required Vendor Identification Form completed and signed?
- Is the BTRC/VRN number provided?
- Is the EEOO contact information provided?
- Is the list of previous City contracts attached? (If applicable)
- Is the Form enclosed in the Packet?

2. AFFIDAVIT OF NON-COLLUSION

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

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

3. BIDDER CONTRIBUTIONS

- Is the required Bidder Contribution CEC Form 55 completed and signed?
- Is the Form enclosed in the Packet?

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

4. CONTRACTOR RESPONSIBILITY PROGRAM

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

5. MUNICIPAL LOBBYING ORDINANCE

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

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS
BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

6. AFFIRMATIVE ACTION

- Have you read and agreed with the City of Los Angeles' Non-discrimination, Equal Employment and Affirmative Action provisions?

7. ASSIGNMENT OF ANTI-TRUST CLAIMS

- Have you read and agreed with California Government Code Sections 4550 – 4554?

8. CHILD SUPPORT OBLIGATIONS

- Have you read and agreed with Child Support Obligations provisions?

9. FIRST SOURCE HIRING PROGRAM

- Have you read and agreed with First Source Hiring Program provisions?

10. LIVING WAGE AND SERVICE CONTRACT WORKER RETENTION ORDINANCES

If you are claiming exemption from said Ordinances:

- Is the appropriate Exemption form completed and signed?
 Is the Exemption form enclosed in the Packet?

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

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

- Equal Benefits Ordinance
- Insurance

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

- Business Tax Registration Certificate
- Contractor Responsibility Program Pledge of Compliance
- Insurance
- Living Wage Ordinance (exception form, if applicable)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

9th day of January, 2013, by
Date Month Year

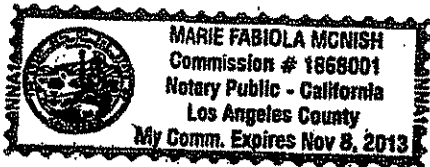
(1) William Herman Phillips
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and)
(2) Marian Estella Rogers Evans
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Marie McNish
Signature of Notary Public



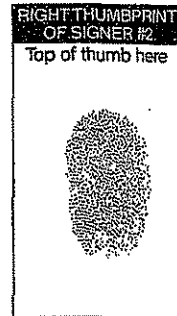
Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Local Business Certification Affidavit of Eligibility
 Document Date: 01-10-2013 Number of Pages: 1
02-28-2012
 Signer(s) Other Than Named Above: N/A



THIS FORM MUST BE OBTAINED FROM WEBSITE TO BECOME ELIGIBLE



AND UPLOADED TO THE WWW.LABAVN.ORG DO NOT SUBMIT THIS FORM WITH YOUR BID.

LOCAL BUSINESS CERTIFICATION AFFIDAVIT OF ELIGIBILITY

Name of Firm V.T.P., INC BAVN Company ID Number 635
Business Address 3215 N. Alameda St Suite A
City, State, Zip Code Compton, CA 90222
Telephone Number (310) 223-1766 Fax Number (310) 223-1767 E-mail Address vtpinc8@msn.com

I declare that V.T.P., INC (Firm's Name)

- 1. Occupies work space within Los Angeles County...
2. Is in compliance with all applicable laws relating to licensing...
3. Can demonstrate compliance to one of the following:
a. at least 50 of its full-time employees perform work within the boundaries...
b. at least half of its full-time employees work within the boundaries...
c. Is headquartered in Los Angeles County.

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

SIGNATURE Willie Phillips Marion Rojas Title CEO MANAGER
Printed Name Willie Phillips Marion Rojas Date 1/09/13

Certified Local Businesses are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every two (2) years.

1 Knowingly and willfully providing false information is a violation of the City Ordinance #181910 and could subject you to fines, contract termination or debarment from transacting business with the City.

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. IF REQUIRED; INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

GENERAL INFORMATION

Legal Name: VTP INC Doing Business As: VTP INC
 Are you an independent contractor eligible to receive a 1099-MISC? No Yes EIN or SSN: 95-4380609 License or Registration Number (if applicable): 659007
 (A TIN (SSN or EIN) and W-9 are required) Payment Terms* (code): 0016
 Seller's Permit Number* (if applicable): SRAS99-102047
 BTRC/VRN application pending (please attach the application)
 Are you subject to non-resident withholding under California Revenue and Taxation Code Section 18662? No Yes

Ownership:

- Individual / Sole Proprietor
- Corporation
- Partnership
- Governmental Entity
- Other (specify): _____

BUSINESS ADDRESS

Street: 3215 WALNUT STREET Suite #: A Contact Person: MARIAN ROGAS-EDWARDS
 City: COMPTON Contact Person's Title: OFFICE ADMINISTRATOR/MANAGER
 State: CA Zip Code: 90222 Fax: (310) 223-1767 Phone: (310) 223-1766
 Website: www.vtpinc.com Email: vtpinc@msn.com
 Remittance address (if required and different from the above): N/A SAME

BUSINESS INFORMATION

Service Area: International National Regional Local Years in Business: 21 Number of Employees: 18

BUSINESS CERTIFICATION (Check all that apply)

- Woman-Owned Business Enterprise (WBE)
 - Minority Business Enterprise (MBE)
 - Small Business Enterprise (according to SBA criteria)
 - Minority Women Business Enterprise (MWBE)
 - Disadvantaged Business Enterprise (DBE)
 - Airport Concessions Disadvantaged Business Enterprise
 - Small and Local Business Enterprise (SLB)
- If required, please attach copies of all applicable certifications.

NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

EEO Officer (name): MARIAN ROGAS-EDWARDS Phone Number: (310) 223-1766
 EEO Officer's Title: Manager Email: vtpinc@msn.com
 Have you had contracts with the City of Los Angeles in the last 10 years? No Yes . If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature: Willie Phillips Date: 1-02-13
 Print Name: Willie Phillips Title: CEO

For LAWA use only
 Project Name: _____ Project No: _____
 Requesting Division: _____ Contact Person: _____
 SAP Action: send the form to FAWS Support base on: Create | Change | Block | Delete | New Grading Address

* For instructions and additional information, please go to <http://www.lawa.org> -> About LAWA -> Business Opportunities -> Administrative Requirements, call us at 424-546-5380 or write to procurementrequirements@lawa.org.
 Los Angeles World Airports, Procurement Services Division, April 2010.

Current and Prior City of Los Angeles Contracts

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

Contract number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
56634	Department of General Services	Gita PA (213) 473-7870	9/2009	9/2007	Floor Covering Materials & Installation	Cost to exceed \$1,789,000
58905	Dept. of General Services	Marta Medina (213) 928-9556	9/2007	8/2013	Floor Covering Materials & Installation	Not to exceed \$4,280,000
DA-4397	LAWA	Sandra Miller (310) 646-5252	12/22/09	12/20/12	Tile/Linoleum Replacement/Carpet Materials & Installation	\$450,000
60005866 MAY	LAWA	Terrell Harrison (424) 646-5393	12/12 12/23/31	8/31/13	Floor Covering Materials & Installation	\$150,000
HA 2011-071	Housing Authority City of Los Angeles	Lillian Choy (213) 252-4851	7/11	8/13	Floor Covering Installations	\$675,000

VIP INC

ENG. 3-1M-459-(R)

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)
) ss.:
COUNTY OF Los Angeles)

Marie Fabiola McNish being first duly sworn, deposes and says:
(Type or print name)
that he or she is the CEO William Herman Phillips and Marian E. Rodgers Evans
(Type or print title) of
VTP INC
(Type or print name of company/firm), who submits herewith

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

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

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

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

Signed:

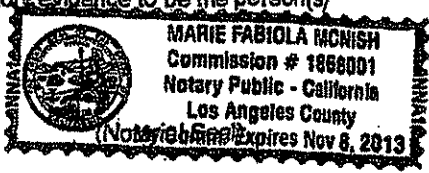
Marian Rodgers Evans Willie Phillips
Name: Willie Phillips
Title: CEO
MANAGER



Subscribed and sworn to (or affirmed) before me on this 9th day of January, 2013, by

Marie Fabiola McNish, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Marie Fabiola McNish
Notary Public



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

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

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

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

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

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

VTP INC 3215 N. Alameda St. STE A CA 90222 (310) 923-1766
Company Name, Address and Phone Number

Willie Phillips Sharon Phillips 1-02-13
Signature of Officer or Authorized Representative Date

Willie Phillips CEO Sharon Phillips CFO 1-05-13
Print Name and Title of Officer or Authorized Representative



City Ethics Commission
200 N. Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 125
(213) 971-1361

Bidder Contributions CEC Form 55

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

Bid/Contract Number (or other identifying information if no number): 111-165	Date Bid Submitted: 1-10-13
--	---------------------------------------

Description of Contract:
CARPET AND FLOORING SUPPLY AND INSTALLATION

Awarding Authority (Department):
LAWA

BIDDER

Name: **UTP INC**

Address: **3215 NORTH ALAMEDA Street STE A**

Email (optional): **utpinc8@msn.com** Phone: **310)223-1766**

State Contractor I.D.: **659007**

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

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: **Willie Phillips** Title: **CEO**
Address: **1204 Hassett Ave Shreveport, LA 71109**

Name: **Sharon Phillipc** Title: **CFD/COO**
Address: **1204 Hassett Ave Shreveport LA 71109**

Name: **TDRAH Williams** Title: **VICE PRESIDENT/Treasurer**
Address: **17211 Bolsera Ave Bellflower CA 90706**

Name: **Marian Rogers-Evans** Title: **PRESIDENT/Manager**
Address: **1442 Wooster St Apt #5 LA CA 90035**

Name: **Willie Reston Phillipc** Title: **Field Operations Administrator**
Address: **15350 Sequoia Ave Apt B Hesperia CA 92345**

Name: **Kevin THOMAS** Title: **SENIOR ESTIMATOR**
Address: **3209 W. 75th St LOS Angeles CA 90043**

N/A additional sheets are attached. Bidder is an individual with no principals. **N/A**

Willie Phillips
CEO
1/5/13
Willie Phillips

Sharon Phillipc
CFD
1/5/13
Sharon Phillipc

City Ethics Commission
 200 N. Spring Street
 City Hall - 24th Floor
 Los Angeles, CA 90012
 (213) 918-1960

Bidder Contributions
CEC Form 55

SUBCONTRACTORS

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

Subcontractor: 1st Choice Modular Installation
 Address: 3540 Cadillac Ave Costa Mesa CA 92626
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): 806261

Subcontractor: DCI Floor Covering
 Address: 7718 1/2 State Street Hunting Park, CA 90255
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): U/A

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

U/A additional sheets are attached.

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

Bidder Contributions CES Form 59

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: George Ayala Title: President

Address: 1530 W. Flora St. Santa Ana, CA 92704

Subcontractor: 1st Choice Modular Installation

Name: Jesus Tellez Title: Vice President

Address: 2023 Federal Ave., Costa Mesa, CA 92627

Subcontractor: 1st Choice Modular Installation

Name: Eileen Merz Title: Office Manager

Address: 12851 Haster St., Garden Grove, CA 92840

Subcontractor: 1st Choice Modular Installation

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

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

Subcontractor: _____

Subcontractor: _____

NA additional sheets are attached.

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

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(e)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: Jan 2, 2013

Signature: _____

Name: George Ayala

Title: President

Willie Phillips

CEO of U.T.P., INC.

Under Los Angeles City Charter § 470(e)(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 59 will be deemed nonresponsive.



City Ethics Commission
 200 N. Spring Street
 City Hall - 24th Floor
 Los Angeles, CA 90012
 Mail Stop 124
 (213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Maria Damian Title: President
 Address: 3332 Broadway Huntington Park CA 90255
 Subcontractor: _____

Name: Robert Damian Title: Manager
 Address: 3332 Broadway Huntington Park CA 90255
 Subcontractor: _____

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

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

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

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

Subcontractor: _____
 Subcontractor: _____

N/A additional sheets are attached.

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

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: Jan. 3, 2013 Signature: Maria Damian Willie Phillips
 Name: Maria Damian Willie Phillips
 Title: Owner/President CEO V.T.P., INC

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.

	City Ethics Commission 200 N Spring Street City Hall - 24th Floor Los Angeles, CA 90012 Main Stn 129 (213) 372-1860	<h2 style="margin: 0;">Bidder Certification</h2> <h3 style="margin: 0;">CEC Form 50</h3>

Bid/Contract Number: <u>111-165</u>	Department: <u>LAWA</u>
--	----------------------------

Name of Bidder: <u>VTP INC</u>	Phone: <u>(818) 223-1766</u>
-----------------------------------	---------------------------------

Address:
3215 NORTH ALAMEDA St. Suite A

Email:
Vtpinc@msu.com

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: 1-02-13

Signature: Willie Phillips Sheron Phillips

Name: Willie Phillips Sheron Phillips

Title: CEO CFO

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

GENERAL REGULATING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE SECT. 7, CHAPTER 2, ARTICLES 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DRUGGING INDUSTRIES

LOCALITY: LOS ANGELES COUNTY
 DETERMINATION: LOS-2012-2

#	JOB TITLE	SUCCESSION DATE	EXPIRATION DATE	EMPLOYER PAYMENTS				STRAIGHT-TIME			OVERTIME HOURLY RATE			
				BASE HOURLY RATE	TRAINING PAYMENTS	ADDITIONAL HOLIDAY	OVERSEAS PAYMENTS	HOURS	TOTAL HOURLY RATE	1.5X	2.0X	3.0X	4.0X	
Z	INDUSTRIAL REPAIR PAINTER	8/22/2012	08/30/2013*	H 26.050	3.040	1.050	0.550	8.0	37.260	AB 50.270	AB 50.270	AB 50.270	AB 50.270	
#	PLASTERER	8/22/2012	08/06/2013**	AG 32.650	4.210	3.010	0.500	8.0	49.200	AF 64.460	AF 64.460	AF 64.460	AF 64.460	
#	PLASTER TENDER	8/22/2012	08/06/2013**	AG 30.000	5.400	4.500	0.800	8.0	48.450	AI 63.450	AI 63.450	AI 63.450	AI 63.450	
#	PLASTER CLEAN-UP LABORER	8/22/2012	08/06/2013**	27.450	5.400	4.500	0.800	8.0	45.900	AI 59.830	AI 59.830	AI 59.830	AI 59.830	
#	PLUMBER:													
AN	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2012	08/30/2013**	U 38.570	AJ 10.520	AK 3.030	1.500	9.0	61.900	AM 81.900	AM 81.900	AM 81.900	AM 100.360	
AN	SEWER AND STORM DRAIN PIPELAYER	8/22/2012	08/30/2013**	U 30.000	AJ 7.620	AK 1.000	1.230	8.0	47.650	Y 62.330	Y 62.330	Y 62.330	Y 76.530	
AN	SEWER AND STORM DRAIN PIPE TRADESMAN	8/22/2012	08/30/2013**	U 16.020	0.390	-	0.660	8.0	24.680	V 31.900	V 31.900	V 31.900	V 38.110	
AN	LANDSCAPE/IRRIGATION FITTER	8/22/2012	12/31/2012**	U 24.860	AJ 8.530	AK 2.490	0.600	8.0	44.810	58.480	58.480	58.480	70.910	
AR	LANDSCAPE/IRRIGATION TRADESMAN	8/22/2012	12/31/2012**	U 12.430	AJ 0.860	-	0.180	8.0	15.760	22.000	22.000	22.000	28.210	
AR	REFRIGERATION SERVICE AND REPAIR (HVAC)	8/22/2012	08/30/2012*	A 39.940	AG 6.690	M -	1.300	8.0	56.960	AD 76.830	AD 76.830	AD 76.830	Y 98.750	
AR	REFRIGERATION SERVICE AND REPAIR TRADESMAN (HVAC)	8/22/2012	08/30/2012*	A 10.900	1.260	M -	0.500	8.0	19.570	AD 25.020	AD 25.020	AD 25.020	Y 30.020	
AR	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2012	12/31/2012**	33.030	AS 8.420	-	0.450	8.0	52.500	69.010	69.010	69.010	85.530	
AT	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2012	12/31/2013**	40.560	8.670	-	1.350	8.0	64.660	AV 84.960	AV 84.960	AV 84.960	105.240	
#	ROOFER	8/22/2011	07/31/2012*	AW 34.950	AX 4.410	B -	0.300	8.0	45.670	AM 61.110	AM 61.110	AM 61.110	76.640	
#	PITCH WORK	8/22/2011	07/31/2012*	AW 35.400	AX 4.410	B -	0.300	8.0	47.320	AM 63.730	AM 63.730	AM 63.730	80.140	
#	PREPARER	8/22/2011	07/31/2012*	AW 35.650	AX 4.410	B -	0.300	8.0	46.570	AM 62.660	AM 62.660	AM 62.660	76.640	
#	SHEET METAL WORKER	8/22/2012	12/31/2012**	H 41.450	10.860	-	1.120	8.0	62.260	AZ 82.990	AZ 82.990	AZ 82.990	103.710	
#	SHEET METAL WORKER LIGHT COMMERCIAL SHEET METAL WORKER UP TO AND INCLUDING 70,000 SQUARE FEET	2/22/2012	08/30/2012*	32.860	BB 9.280	-	1.720	8.0	52.130	BC 66.610	BC 66.610	BC 66.610	85.080	
#	TERRAZZO WORKER	2/22/2012	08/30/2012*	26.380	BB 9.280	-	1.720	8.0	45.640	58.720	58.720	58.720	68.720	
#	TERRAZZO FINISHER	8/22/2008	08/30/2009*	A 33.830	0.960	-	0.570	8.0	44.230	W 61.160	X 61.160	X 61.160	77.960	
#	TILE FINISHER	8/22/2008	08/30/2009*	A 26.580	5.200	M -	0.360	8.0	36.420	W 49.720	X 49.720	X 49.720	63.010	
#	TILE FINISHER	8/22/2012	08/31/2013**	U 22.370	1.800	-	0.520	8.0	32.020	W 43.210	X 43.210	X 43.210	54.360	
#	TILE LAYER	8/22/2012	08/31/2013**	U 33.660	7.660	-	0.880	8.0	47.720	W 64.480	X 64.480	X 64.480	81.270	

STATE OF CALIFORNIA

Edmund G. Brown Jr., Governor

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603
San Francisco, CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

CARPET, LINOLEUM, RESILIENT TILE LAYER (ALL SHIFTS)

IN

**INYO, LOS ANGELES, KERN, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

AND

MATERIAL HANDLER (ALL SHIFTS)

IN

**LOS ANGELES, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

200-1247-1

**MASTER LABOR AGREEMENT
AS AMENDED**

Between

**FLOOR COVERING ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.**

And

**PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES AFL-CIO-CLC
ON BEHALF OF
RESILIENT FLOOR AND DECORATIVE COVERING
LOCAL UNION NO. 1247**

2007 - 2010

RECEIVED
Department of Industrial Relations

JUL 25 2007

Div. of Labor Statistics & Research
Chief's Office

AGREEMENT

This Agreement entered into as of May 1, 2007 (the "Agreement") is by and between the Floor Covering Association of Southern California, Inc. (the "Association"), which is signatory to this Agreement on its own behalf and on behalf of the Employers who authorize the Association to be their sole and exclusive bargaining representative, and Employers who have executed this Agreement or a counterpart of this Agreement (collectively referred to as the "Employers"), and the Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247 (the "Union").

ARTICLE II - SCOPE OF AGREEMENT

Section 2. Work Covered by This Agreement. Floor and decorative covering workers' work will include, but not be limited to: (1) measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base and/or underlayment(s) wherever it may be, all materials whether used either as a decorative covering, topping or as an acoustical appliance such as carpets of

all types and designs, sheet rubber, sheet linoleum, sheet vinyl, laminate floors and laminate floor systems, cork carpet, rubber tile, linoleum tile, asphalt tile, cork tile, interlocking tile, vinyl tile, vinyl composition tile, composition in sheet or tile form, top set base, and all derivatives of above; artificial turf and derivatives thereof, all resilient seamless materials such as epoxy, polyurethane, plastics and their derivatives whether poured on, sprayed on or troweled on components and systems; installation of solid wood and solid glue down wood; (2) the fitting of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base and/or underlayment(s) where the above materials are to be installed or applied, such as drilling, plugging and slating for installing or fastening of carpet, the installing of all nosings, cap strips, corner beads and edgings of any material and the preparatory work of the craft for all of the aforesaid, which includes but is not limited to, sanding, substrate preparation and the application of all self-leveling, trowelable and board underlayments; (3) the removal of the aforementioned installed material from its base and/or underlayments as required; (4) the cleaning of rugs or carpets and all drapery, make-up and the installation of drapes and window treatments; (5) the application of moisture barrier and/or membrane in connection with the installation and flooring covered in this Agreement.

Section 3. Apprentice. The job classification Apprentice shall include only those workers who are registered with Local Union No. 1247 and are being trained in accordance with the Southern California Carpet, Linoleum & Soft Tile Crafts Apprenticeship & Training Standards, as amended from time to time, and registered and approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards. Apprentices may perform all the duties of a Journeyman and may work alone after the fifth (5th) period of apprenticeship but without the responsibility of performing their work in a Workmanlike Manner.

Section 4. Material Handler. Pick-up and delivery of material, shop tools, demolition of and removal of existing floor covering, moving of furniture, fixtures or equipment, cleaning or waxing of floors before and after installation. Material handler may not perform bargaining unit work as defined in Article II, Section 2 of this Agreement.



NOTICE: IMPORTANT INVOICING REVISIONS

Los Angeles World Airports

Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for Los Angeles World Airports pertaining to materials and/or services must be mailed to:

LAX or Van Nuys Airports

Los Angeles World Airports
Attn: Account Payable
PO BOX 92882
Los Angeles, CA 90009

Ontario International Airport

Los Angeles World Airports
Attn: ONT Construction & Maintenance
2132 E. Avion Avenue
Ontario, CA 91761

2. All invoices must have: 1.) Purchase Order Number; 2.) the LAWA division name; and 3.) the name of the LAWA employee ordering the materials and/or services. Note: LAWA's Purchase Order Number is a ten-digit number that begins with '45'.

Note: Invoices without this information will experience delays in processing.

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS;**

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all requirements, the date that all requirements have been met by the vendor will be the date to be used for invoice processing and discount computation.**
6. Important invoice instructions and requirements:

- **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in excess of \$75.
- **TAXES:** *Sales taxes* must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION:** Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS:** The original invoice number must appear on any credit memo.

NOTE: Your firm must be in full compliance with all Administrative Requirement listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay prompt invoice payment.

If you have questions regarding the Invoice Instructions, please contact your LAWA contract manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys) or (909) 544-5264 (Ontario).

General Conditions
(In the general conditions listed below, the City of Los Angeles,
Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

FORM OF BID AND SIGNATURE. All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental Purchasing Officer. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized corporate officers. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

TAXES. Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Other taxes must be included in the bid prices.

AWARD. Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

BRAND NAMES AND SPECIFICATIONS. Unless otherwise stated the detailed specification and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.

PATENTS. Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

SPECIFICATION CHANGES. If provisions of the Specifications restrict bidder from bidding, he or she may request in writing that the specifications be modified. Such request must be received by the Purchasing Manager at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

CITY HELD HARMLESS

Except for the City's sole negligence, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the Administrative Requirements includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements.

PURCHASE AGREEMENT DOCUMENTS. A copy of the Notice Inviting Bids, the bid and a copy of these General Conditions and the Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

DEFAULT BY SUPPLIER. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs

occasioned the City thereby.

PAYMENTS. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

SAFETY APPROVAL. Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

PATENT RIGHTS. The supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell.

ASSIGNMENT. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

ATTORNEY'S FEES. If City shall, without any fault be made a party to any litigation commenced by or against Supplier arising out of Supplier's performance of this Agreement or incident to such performance and as a result of which Supplier is finally adjudicated to be liable, then Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

BID PROTEST.

Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of bid opening. The day after bid opening shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90009-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- a. The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- b. The protest must refer to the specific portion of the document which forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- e. The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the protesting party may be determined to be irresponsible and may be determined to be ineligible for future contract award.
- f. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

BIDS

(Pages LBPP-1 through LBPP-5)

**LOS ANGELES WORLD AIRPORTS (LAWA)
REQUEST FOR BIDS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
Board of Airport Commissioners Resolution No. 24781**

Effective July 1, 2012

Local Business Prime	8%
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Or

Local Business Subcontractor (s)	Up to 5%
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MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON LAWA-FUNDED CONTRACTS GREATER THAN \$150,000.00

A. General

This program is subject to the policies and requirements established by the Board of Airport Commissioners (BOAC). LAWA established the LBPP as part of its commitment to help local businesses participation in LAWA contracts. The LBPP seeks to leverage funds expended under contracts to stimulate local business activities, encourage businesses to set up operations locally, and to augment local job creation efforts. It will also lay a foundation for a sustainable local economic development by promoting the creation, expansion, and retention of local businesses. **LAWA shall opt out when the contract is funded by a grant or is federally-funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. Secondly, LAWA can opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Failure to comply shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency. However, LAWA is entitled to determine at anytime that it is not in LAWA's best interest to grant a Bid preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business.**

B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, LAWA requires that the prospective local business submit an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. An affidavit form is attached and is also available to be downloaded on the LABAVN website at <http://www.labavn.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on LABAVN as such prior to the bid due date in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA/OCC and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted.

C. Definitions

1. "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 LAWA.
2. "Contractor" means the person, business or entity awarded the Contract by LAWA.
3. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts, this may include, but not be limited to Cash Discount, or Combined Award Discount.
4. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
5. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders

offering such a discount. CADs are applicable if the specification or bidding document includes the CAD provision clause, it is applicable to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.

6. "Local Business" means a business entity that is in compliance with all applicable City or county licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at a minimum of 60 percent of their total, regular hours worked on an annual basis.

- (a) A business entity with multiple locations within the County can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
- (b) A business entity awarded a LAWA contract under the LBPP must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.

7. "Local Subcontractor" means a contractor that meets the same qualification as a local business.
8. "Provisionally Qualified Local Business" means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 60 days after the date on which the Contract with LAWA is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive an 8% preference credit to their bid in excess of \$150,000.00 or bids in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.
2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% preference credit to their bids.
 - (a) LAWA shall provide a 1% preference, up to a maximum of 5%, to the proposal price for every 10% of the cost of the proposed work to be performed by the local subcontractor. This rule applies to a local subcontractor or local subcontractors; provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose

primary work location is in Los Angeles. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the City.

4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive an 8% preference credit to its bids, as long as the proposed contract between the business and LAWA involves consideration no less than \$1,000,000.00 and has duration of no less than three (3) years.

(a) To participate in the program a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at http://bca.lacity.org/site/pdf/general/PQLBP_Affidavit.pdf which it shall attach and submit with its bid documents to LAWA.

5. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with LAWA is awarded. LAWA shall notify the Provisionally Qualified Local Business thirty (30) days to the anniversary of the second month notifying the business that it comply as a local business or contract award will be rescinded. Loss of status as a Provisionally Qualified Local Business is permanent; closure forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on LAWA Contracts.
6. Once a Provisionally Qualified Local Business is notified by LAWA of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following; (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2) a business plan on its ability to become a Local business; (3) any other sufficient documentation required by LAWA.

All required supporting documentation/ evidence demonstrating qualification as a Provisionally Qualified Local Business must be submitted to LAWA within 30 days of request.

(a) If LAWA is satisfied with documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the business the contract, LAWA prior to the execution of the contract shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business, the memo shall also list the documents received by LAWA, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.

7. The maximum preference for all qualifying local businesses, local subcontractor(s), and provisionally qualified local businesses shall not exceed \$1,000,000.00 for any bid.
8. A bid preference does not reduce the contract amount.
9. In the event where a certified Local business bids on a LAWA contract, and is determined by LAWA after the bid deadline to not qualify as a Local Business, the business will be eligible for a Local Subcontractor Preference of up to 5 percent, if it has

identified a qualifying Local Subcontractor(s) to perform work under the contract.

- a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
 - b. It is the responsibility of the business registered on LABAVN as a certified Local Business to inform BCA via email at bca.certifications@lacity.org, that it no longer meets the certification criteria within seven days of the change. Failure to do so shall be construed as a misleading and/or false statement.
10. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
 11. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Subcontractor (s) no longer qualifies as a Local Business, providing the basis for a Local Subcontractor Preference and the Prime Contractor fails to replace the Subcontractor (s) with another Local Subcontractor (s) within 60 days of notification by LAWA. LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
 12. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall lose its status as such for up to five years. This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

E. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses, provisionally qualified local businesses, and local subcontractors claiming non-compliance by LAWA or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates complainant's allegations.
2. Any complaints that meet the criteria of No. 1 shall be investigated by BCA, OCC in its role as the Designated Administrative Agency.

Submit complaints to:

By Mail **Office of Contract Compliance
Bureau of Contract Administration
Department of Public works
1149 South Broadway, Suite 300
Los Angeles, CA 90015**

By Email **bca.biphelp@lacity.org**

THIS FORM MUST BE OBTAINED FROM
WEBSITE TO BECOME ELIGIBLE



AND UPLOADED TO THE WWW.LABAVN.ORG
DO NOT SUBMIT THIS FORM WITH YOUR BID.

**LOCAL BUSINESS CERTIFICATION
AFFIDAVIT OF ELIGIBILITY**

Name of Firm _____ BAVN Company ID Number _____

Business Address _____

City, State, Zip Code _____

Telephone Number _____ Fax Number _____ E-mail Address _____

I declare that _____ (Firm's Name)

1. Occupies work space within Los Angeles County, and can submit proof of occupancy to the City of Los Angeles by supplying evidence of a lease, deed or other sufficient evidence demonstrating that it is located within Los Angeles County.
2. Is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Los Angeles or Los Angeles County taxes.
3. Can demonstrate compliance to one of the following:
 - a. at least 50 of its full-time employees perform work within the boundaries of the Los Angeles County at least 60 percent of their total regular hours worked on annual basis; or
 - b. at least half of its full-time employees work within the boundaries of the Los Angeles County at a minimum of 60 percent of their total regular hours worked on annual basis; or
 - c. Is headquartered in Los Angeles County. Headquartered means that the business physically conducts and manages all of its operations from a location in the County.

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

SIGNATURE _____ Title _____

Printed Name _____ Date _____

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

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

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

Administrative Requirements

Administrative Requirements

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

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

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

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: www.lawa.org -> About LAWA -> Business Opportunities
-> Administrative Requirements

1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutoprograms.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> LAWA Payment Terms to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

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

- **List of Other City of Los Angeles Contracts (during previous ten years)**

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

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements.

2. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

3. AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Attachment:

- Non-discrimination, Equal Employment Practices, and Affirmative Action Program Provisions

4. ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

Attachment:

- California Government Code Section 4550—4554

5. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents 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/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' 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/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. 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/Proposers/Respondents 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/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

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

Attachment:

- Los Angeles City Ethics Commission Special Bulletin, available at http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf

6. CHILD SUPPORT OBLIGATIONS

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

Attachment:

- Child Support Obligations Provisions

7. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

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

Attachments:

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

8. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), Contractor agrees to comply with the applicable provisions of EBO Section 10.8.2.1 of the Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by City, including Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration.

As used above, the term "Non-ERISA Benefits" (ERISA - *The Employee Retirement Income Security Act of 1974*) shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension benefit plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA.

Required EBO forms and instructions will be provided at a later time to the selected bidder/proposer or can be found at the web address provided below. The selected bidder/proposer must complete and return the EBO Compliance Form, along with any supporting documentation, to LAWA for approval. If the selected bidder/proposer does not currently offer equal benefits to employees with spouses and employees with domestic partners, the selected bidder/proposer must select from one of the following:

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

The selected bidder/proposer must submit the required forms and documentation within five (5) working days upon receipt of selection notification. Should the selected bidder/proposer fail to submit the required forms and documentation within the time allowed, LAWA maintains the option to cancel the selection and choose the next responsive bidder/proposer.

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

For additional information regarding the EBO, as well as forms, ordinances, please contact Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922 or Procurement Services at (424) 646-5380 or visit our website at <http://www.lawa.org> - > About LAWA -> Business Opportunities - > Administrative Requirements.

9. FIRST SOURCE HIRING PROGRAM

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

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

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

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

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6053 W. Century Blvd., 3rd Floor, Los Angeles, CA 90045, (424) 646-7300, (424) 646-9257 fax., web: www.lawa.org/birc.

10. INSURANCE

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

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

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

11. LIVING WAGE AND SERVICE CONTRACT WORKER RETENTION ORDINANCES

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service 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, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements are as follows: (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

Unless otherwise exempt in accordance with the provisions of the Service Contractor Worker Retention Ordinance Section 10.36 et seq., as amended from time to time (the "SCWRO"), contractors under service contracts primarily for the furnishing of services to or for the City or financial assistance recipients and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall comply with the provisions of the SCWRO.

Generally, for SCWRO compliance, the successor contractor shall agree to retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer and who were earning less than Fifteen Dollars (\$15.00) per hour.

Compliance with LWO and SCWRO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business, for lessees and licensees only), or SCWRO Exemption (City Financial Assistance Recipient), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- Employee Information Form
- Subcontractor Information Form

All the forms as well as the draft contract language pertaining to LWO and SCWRO compliance are available at: http://www.lawa.org/welcome_LAWA.aspx?id=596. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO and SCWRO compliance at LAWA, please contact us at 424-646-5380 or procurementrequirements@lawa.org.

For the most current LWO/SCWRO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

12. MUNICIPAL LOBBYING ORDINANCE

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal

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

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

Additional information regarding this requirement may be obtained at:

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

Attachments:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586.

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS

ADDENDUM # 001 BID NO. 111-165

PROJECT TITLE: Carpet and Flooring Supply and Installation

OLD DUE DATE: Thursday, January 10, 2013, 2:00 PM

NEW DUE DATE: SAME

IXX

The above mentioned bid is hereby amended per the following:

1. The Bid Bond (Contract Bond) has been removed as a requirement for this bid. No Bid/Contract bond is required.
2. A new worksheet replacing the previous worksheet is now posted. The unit of measure for line items (13 thru 18) on page three have been changed. Use revised worksheet 12/27/2012.



Richard P. Perez
Procurement Analyst LAWA
December 27, 2012

EXHIBIT "B"

FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement.

The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and

Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

- A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.
- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including 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. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
 - 1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
 - 2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a

five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.

3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.
4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.

- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.
- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate

any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.

- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.
- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.