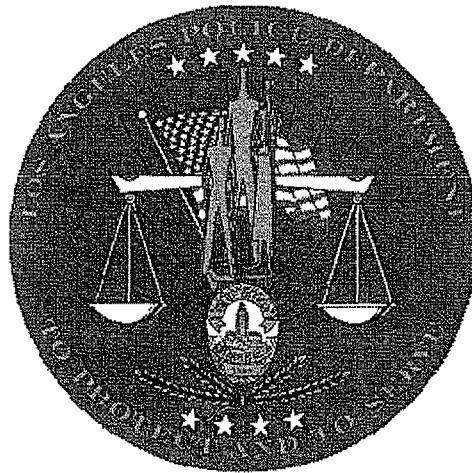


**REQUEST FOR PROPOSALS**  
**OFFICIAL POLICE GARAGE**  
**PROVIDING**  
**STANDARD DUTY**  
**TOWING AND STORAGE SERVICES**  
**IN THE**  
**[INSERT SERVICE AREA]**  
**OF THE**  
**LOS ANGELES POLICE DEPARTMENT**  
**LAPD RFP No. 13-XXX-XXX**



**ISSUED BY**  
**CITY OF LOS ANGELES**  
**LOS ANGELES POLICE COMMISSION**

**[INSERT DATE]**

REQUEST FOR PROPOSALS No. XX-XXX-XX  
OFFICIAL POLICE GARAGE  
PROVIDING  
STANDARD DUTY  
TOWING AND STORAGE SERVICES  
IN THE  
[INSERT SERVICE AREA]  
  
OF THE  
LOS ANGELES POLICE DEPARTMENT

DATE ISSUED: [INSERT DATE]

TITLE: Standard Duty Towing and Storage Services in the  
[INSERT SERVICE AREA] of the Los Angeles Police Department

DESCRIPTION: The Los Angeles Police Commission is seeking proposals from qualified vendors in order to select an Official Police Garage to provide Standard Duty Towing and Storage Services in the \*SA Area of the Los Angeles Police Department.

***IMPORTANT NOTICE:*** *No individual, partnership, closely held corporation or public corporation shall be awarded more than two contracts to operate as an Official Police Garage at any given time with the City of Los Angeles. Any contractor currently holding one Official Police Garage contract with the City would therefore only be eligible for one additional Official Police Garage contract with the City. A separate proposal is required for each contract.*

**[INSERT SERVICE AREA] is a [police geographic area] in the City of Los Angeles depicted in Appendix O and is *inclusive of any future subdivision of [INSERT SERVICE AREA].***

**MANDATORY PRE-PROPOSAL CONFERENCE:**

**[INSERT DATE]  
at 9:00 a.m. Pacific Standard Time (P.S.T.)  
Deaton Auditorium  
100 West First Street  
Los Angeles, CA 90012**

Proposers must attend and sign the attendance sheet at the mandatory pre-proposal conference.

**WHAT TO BRING TO THE MANDATORY PRE-PROPOSAL CONFERENCE:**

Please bring your copy of the Request for Proposals (RFP Number XX-XXX-XXX) with you to the Mandatory Pre-Proposal Conference. COPIES OF THE RFP WILL NOT BE AVAILABLE AT THE Mandatory Pre-Proposal Conference. The RFP may be requested by writing to the RFP Program Manager's email at: [opgrfp@lapd.lacity.org](mailto:opgrfp@lapd.lacity.org) or by calling the RFP Program Manager at (XXX) XXX-XXX. Please have your email address available when you call. The RFP will be emailed to you.

**PROPOSAL SUBMISSION DEADLINE:**

**[INSERT DATE]**

Proposals must be submitted in a sealed package or box, clearly marked with the words "Official Police Garage for the [INSERT SERVICE AREA]." Proposals must be received by the deadline at the Proposal Delivery Address. **PROPOSALS MUST BE DELIVERED IN PERSON TO THE PROPOSAL DELIVERY ADDRESS. HAND OR COURIER-DELIVERY ONLY; NO EXCEPTIONS.**

**PROPOSAL DELIVERY ADDRESS:**

Los Angeles Police Commission  
Police Administration Building  
Attention: [INSERT NAME], RFP Program Manager  
100 West First Street, Suite 134  
Los Angeles, CA 90012

**CONTACT INFORMATION FOR THE RFP PROGRAM MANAGER:**

[INSERT NAME]: (XXX) XXX-XXXX Direct: (XXX) XXX-XXXX

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**REQUEST FOR PROPOSALS No. 13-XXX-XX**

**OFFICIAL POLICE GARAGE  
PROVIDING  
STANDARD DUTY TOWING AND STORAGE SERVICES  
IN THE  
[INSERT SERVICE AREA]  
OF THE  
LOS ANGELES POLICE DEPARTMENT**

**ATTENTION: ALL PROSPECTIVE PROPOSERS**

Attached is a Request for Proposal (RFP) to provide Standard Duty towing and storage services as an "Official Police Garage" for the City of Los Angeles in the [INSERT SERVICE AREA] of the Los Angeles Police Department.

Proposers must meet the required criteria for [INSERT SERVICE AREA]. No more than two (2) OPG contracts of any kind with the City of Los Angeles may be awarded to any proposer. Any contractor currently holding one OPG contract with the City would only be eligible for one additional OPG contract with the City. A separate proposal is required for each Service Area.

**1.0 INTRODUCTION**

The City of Los Angeles (City), acting by and through the Los Angeles Police Commission, is seeking proposals from qualified vendors to provide Standard Duty Towing and Storage Services as an "Official Police Garage" for the City of Los Angeles. Proposals are sought for Service Area and any future subdivision of the [INSERT SERVICE AREA].

**1.1 Deadline and Delivery Location for Submission of Proposals**

All proposals must be in writing and submitted by **3:00 p.m.** (P.S.T.) on **[INSERT DATE]**. Proposers must supply all information requested in the format prescribed by this RFP.

The proposal shall be submitted in a 3-ring binder and shall have the name of the company submitting the proposal and the following title on the front cover of the proposal: "Official Standard Duty Official Police Garage for the Service Area."

The proposal shall be hand-delivered or courier-delivered (no exceptions) to the following address:

Los Angeles Police Commission  
Police Administration Building  
Attention: [NAME]  
100 W. First St., Suite 134  
Los Angeles, CA 90012

Any proposal or amendment thereto received after the submission deadline will not be accepted. Supplemental information or modifications to the proposal will not be accepted after the submission deadline.

Persons who deliver the proposals will be issued a "Notice of Receipt of Proposal" by the RFP Program Manager or her designee. All **original** proposals submitted will be marked with a time and date stamp. Timely submission of proposals is the sole responsibility of the Proposer. **Proposals submitted via U.S. Mail, fax, or e-mail will not be accepted.**

The deadline cannot be extended for failure on the part of a delivery or messenger service. Any proposal received after the deadline, regardless of reason, will not be accepted. **All proposals delivered after 3:00 p.m. on the due date of [INSERT DATE], will be returned unopened.**

## 1.2 Proposal Submission Requirements

1. One (1) original proposal followed by each original appendix item shall be 3-hole punched and submitted in a 3-ring binder.
2. Five (5) complete copies (in addition to the original) of the proposal with all appendix items shall be 3-hole punched and submitted in five (5) separate 3-ring binders.
3. Two sets of CD/DVD disks or flash drives containing two (2) complete copies of the proposal as well as the required appendix items (use as many disks as needed for each complete set) shall be submitted in a large protective envelope at the same time the six 3-ring binders are submitted.
4. Each CD/DVD disk or flash drive of the set shall be labeled as in the example below on the disk itself and on the disk sleeve (if any) accompanying each CD/DVD disk or flash drive.

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### **1.3 Determination of Timeliness**

The City reserves the right to determine the timeliness of all proposals, to extend the submission deadline, and to reject any or all proposals.

### **1.4 Cost of Responding to RFP**

The Proposer understands and agrees that the City is not responsible for any costs incurred by the Proposer in responding to this RFP. Proposers may also be required to attend a post-submission interview at their own expense. The City will not be responsible for any cost of preparation or delivery of proposals whether accepted or rejected by the City.

### **1.5 Mandatory Pre-Proposal Conference**

A Mandatory Pre-Proposal Conference will be held at 9:00 a.m. Pacific Standard Time (P.S.T.) on [INSERT DATE], in the Deaton Auditorium at 100 W. First Street, Los Angeles, California, 90012. Proposers will be given the opportunity to ask questions concerning the RFP.

City staff in attendance at the Mandatory Pre-Proposal Conference will answer Proposer's questions to the best of their ability. Questions received at the Mandatory Pre-Proposal Conference that are outside of the expertise of City staff present at the Conference will be referred (in writing) by the RFP Program Manager to appropriate City staff for later response (in writing).

All written responses received by the RFP Program Manager from the appropriate City staff will be forwarded by the RFP Program Manager via U.S. Certified Mail with Return Receipt to each attendee of the Mandatory Pre-Proposal Conference who signed in on the Mandatory Pre-Proposal Conference attendance sheet and provided a viable mail address. The information will also be posted on the Department website at:

[http://www.lapdonline.org/police\\_commission](http://www.lapdonline.org/police_commission)

No minutes will be taken at the Mandatory Pre-Proposal Conference. Attendees at the conference will be responsible for taking their own notes.

### **1.6 What to Bring to the Mandatory Pre-Proposal Conference:**

Please bring your copy of the Request for Proposals (RFP Number 13-XXX-XXX) with you to the Mandatory Pre-Proposal Conference. COPIES OF THE RFP WILL NOT BE AVAILABLE AT THE Mandatory Pre-Proposal Conference. The RFP may be requested by calling the RFP Program Manager at (213) XXX-XXXX or (213) XXX-XXXX. Please have your email address available when you call. The RFP (this document) will be emailed to you.

## **1.7 Section Headings**

Section headings contained in this RFP shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any division, chapter, article or section.

## **2.0 ELIGIBILITY CRITERIA FOR CONTRACT AWARD**

In order to be eligible for the award of a contract under this RFP, a Proposer must meet the following criteria:

- Shall have sufficient financial resources to perform the services required as demonstrated by a proposed business plan.
- Shall have, or be able to obtain prior to execution of any contract, the property and equipment required for operation of an Official Police Garage (OPG), as identified herein.
- Shall have, or be able to obtain prior to execution of any contract, proof of compliance with all applicable zoning requirements.
- No owner of an OPG shall have controlling ownership interest in any automobile dismantling or wrecking yard, automobile body or repair shop, used car business or any other automobile related business other than an automobile towing and related garage business. [*Los Angeles Municipal Code Section 80.77.4 (E)(5)*]
- Shall demonstrate their past and present ability to fulfill the requirements set forth in this RFP. Proposers are required to provide detailed information articulating their demonstrated ability to provide the desired services.
- No individual, partnership, closely held corporation or public corporation shall be awarded more than two contracts to operate as an OPG at any given time with the City of Los Angeles. Any contractor currently holding one OPG contract with the City would therefore only be eligible for one additional OPG contract with the City. A separate proposal is required for each Bureau or Area and a separate contract will be awarded for each Bureau or Area.

## **3.0 SCOPE OF SERVICES**

### **3.1 Priority Status & Responding to Requests for Standard Duty Tow Service**

General duties shall include responding on a first-priority basis to requests for Standard Duty towing services initiated by the City of Los Angeles Police Department or Department of Transportation. Additional requests for towing may be initiated by officers of the Port, Airport, or any Los Angeles City governmental agency representatives/officers/staff who are duly authorized to request the removal of vehicles for the purpose of storage and/or investigation.

Typical towing situations may include, but are not limited to, the removal of illegally parked Standard-duty vehicles and vehicles that are disabled as a result of traffic accidents and may be severely damaged.

- a. "Standard-duty" service is defined as relating to the towing and storage of vehicles weighing 10,000 pounds or less, or that do not otherwise constitute heavy-duty vehicles as defined below.

Official Standard-duty tow units will be requested by a law enforcement or City department communication facility when the vehicle to be towed and stored weighs 10,000 pounds or less.

The Contractor will not be required to provide heavy-duty towing services under this agreement.

- b. "Heavy-duty" service is defined as relating to vehicles possessing one or more of the following:

- Three (3) or more axels;
- A gross weight (laden or unladen) rating in excess of 10,000 Gross Vehicle Weight Rating (GVWR);
- A combination of commercial trailers;
- Vehicle is longer than thirty (30) feet in length (including tongue);
- Wider than eight (8) feet in width utilizing a fifth wheel hitch or pintle;
- The condition or position of the vehicle to be removed necessitates heavy-duty towing equipment.

- c. The determination of whether standard-duty or heavy-duty towing services are required for a given situation is solely within the discretion of the City's impounding employee.

Service must be provided on a 24-hour, 365-days-per-year basis. The following is the anticipated volume of vehicle impounds per month for [INSERT SERVICE AREA] Area (based upon data reported in [INSERT SERVICE AREA]). These are estimates only and are not guarantees of volume for the year 2012.

Standard Duty [INSERT SERVICE AREA]  
XXX

### **3.2 Equipment Requirements**

The Proposer awarded the contract, hereinafter called "Contractor," will be required to maintain adequate equipment at all times to provide the required towing service within the time frame(s) prescribed in the Los Angeles Police Commission Rules Governing Police Garages (Appendix A), incorporated herein by this reference.

### **3.3 Responsibility for Safekeeping**

An OPG is responsible for the safekeeping of all vehicles, and the contents thereof, that are entrusted to its custody until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law.

### **3.4 Reasonable Precautions & Release Instructions**

The Contractor will be required to take all reasonable precautions required by the Board of Police Commissioners to avoid damage to any evidence, such as fingerprints, fibers, or stains. Vehicles taken into custody that involve evidence shall be stored in an area protected against entry by unauthorized person(s). Vehicles impounded by the Police Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department of Transportation (DOT) and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the DOT.

## **4.0 FACILITIES**

### **4.1 Primary Place of Business & Storage Facility**

The proposer must have, prior to execution of the contract, a primary place of business located within the selected Service Area (as defined above in Section 1.0) for which the Proposer is applying.

The Primary Storage Facility must abide by the Los Angeles Police Commission Rules Governing Official Police Garages (Appendix A, Item 10), as follows:

**PRIMARY STORAGE FACILITY:** All Primary Storage Facilities shall be inspected and approved by the Board prior to use. The Primary Storage Facility shall be adjacent to the operation's office. A Primary Storage Facility must include an adequate business office and must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. A Primary Storage Facility shall be capable of accommodating all vehicles appraised in value at or in excess of four thousand dollars (\$4,000); all vehicles bearing modified equipment or cargo valued in excess of five hundred dollars (\$500); and vehicles being held for evidentiary examination. The location of a vehicle stored within a Primary Storage Facility shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at the Primary Storage Facility to prevent the loss or theft of personal property or vehicle parts. The Primary Storage Facility shall have a segregated and designated area for the storage of vehicles held for evidentiary examination.

### **4.2 Recommended Storage based on Needs**

The following is an approximate total storage recommendation based upon current needs of [INSERT SERVICE AREA] :



[INSERT SERVICE AREA] X Acres

#### **4.3 Secondary & Satellite Storage**

Secondary and Satellite storage areas may also be used for the accommodation of additional vehicles in accordance with Police Commission Rules governing Official Police Garages.

#### **4.4 Evidentiary Hold Vehicle Storage**

The primary facility must also include a secure area for the storage of vehicles being held for evidentiary examination (Investigative Hold Area). The capacity of the Investigative Hold Area is unique to each Service Area and is subject to approval by the Police Commission. The Investigative Hold Area's storage capacity must be sufficient to fulfill the needs of the respective detective division(s) being served within the geographic area of assignment. The Police Commission estimates the Investigative Hold Area must be large enough to simultaneously store (X) vehicles at a minimum.

#### **4.5 Zoning Requirements**

All storage facilities must be properly zoned as prescribed under Zoning Ordinance Section 165042 (Appendix M, incorporated herein by this reference).

#### **4.6 Secondary Storage Facility Use**

Secondary storage facilities shall only be used to store vehicles appraised under four thousand dollars (\$4,000) unless otherwise approved by the Board of Police Commissioners. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles, and shall be located within five (5) miles of the respective geographic area of responsibility.

#### **4.7 Compliance with Rules Governing Official Police Garages**

All storage facilities shall be in compliance with the Board of Police Commissioners' Rules Governing Official Police Garages (Appendix A, incorporated herein by this reference) related to storage facilities. In addition, landscaping is required to conform to general aesthetics and environmental concerns. If a Proposer does not have a primary place of business as described above, the Proposer, if awarded the contract, will have one hundred eighty (180) days from the date of award to obtain the required facilities within the specified Area or Bureau, and must submit to the City sufficient proof of having obtained these facilities. If the proposer is not able to obtain the required facilities and equipment within the one hundred eighty (180) days allowed, the City may opt to grant an additional three (3) month extension or select from among the remaining

qualified bidders or reopen the bid process depending on circumstances, at the City's sole discretion.

## 5.0 OPERATING EQUIPMENT

### 5.1 Equipment Requirements

Proposers shall be required to have the appropriate towing equipment prior to execution of a contract. Contractors will be required to provide two-way radio communication equipment, a minimum of two (2) Standard-duty flat-bed carrier trucks, and a minimum of ten (10) Standard-duty tow trucks per Area dedicated to OPG service. Equipment shall be state of the art to minimize damage of vehicles being towed. The adequate number of tow trucks varies according to the volume of impounds and size of the area. The current number of tow trucks in service to meet current towing needs averages (1) tow truck per (80) impounds per month.

### 5.2 Standard Duty Towing Equipment Recommendations

The following equipment is recommended:

	<u>Standard Duty</u>	<u>Flat-bed</u>
Standard Duty [INSERT SERVICE AREA]	X	X

### 5.3 Computerized Data Collection

As directed by the Board and pursuant to the Contract, the OPG shall electronically submit to the Police Commission the vehicle and financial information for all vehicles towed or stored.

If the Contractor is an active member of the Official Police Garage Association (OPGA) of Los Angeles, the Contractor shall provide the vehicle and financial information via the OPGA Vehicle Impound Information Center (VIIC) database maintained by the OPGA.

If the Contractor is not an active member of the OPGA, the Contractor shall independently and at the Contractor's own expense provide all of the same vehicle and financial information that the OPGA provides the City and the public. [REDACTED]

As directed by the Board, OPGs shall provide and maintain in operating condition, a personal computer of sufficient capacity to access any future database that becomes available to determine the "scofflaw" status of all vehicles prior to release (See "General Duties.") The system is expected to require the availability of a dedicated telephone line and personal computer.

## **6.0 AUDIT AND INSPECTION OF RECORDS**

All OPGs shall be subject to random audits to be conducted by the City. They also shall be subject to random fiscal inspections by the Board of Police Commissioners as the contract administrator.

### **6.1 Records Accessible & Available for Examination**

At any time during business hours and as often as the City may deem necessary, the successful Proposer and any subcontractors hereunder shall make available for examination all data and records with respect to matters covered by the OPG contract and shall permit the City and/or its duly authorized representatives to audit, examine and make excerpts and/or transcripts from such data and records, and to make audits of all invoices, materials, and other data relating to all contract matters and with respect to materials, payrolls, personnel records and other data relating to all matters covered by the contract. The Contractor shall maintain such data and records in an accessible location for a period of three (3) years following the termination of the contract. The Contractor and any subcontractors shall make this data available to the City at no expense to the City.

### **6.2 Subcontracts to Include Inspection & Records Clauses**

The Contractor agrees to include the above clauses (6.0 through 6.2) on the matters of inspections and records examination in all subcontracts hereunder.

## **7.0 COMPENSATION**

### **7.1 Rates Reduced for Absence of Reasonable Grounds**

If a City employee directs a vehicle to be impounded, and it is later determined at a post-storage hearing that no reasonable grounds for the impound existed, the City of Los Angeles will pay one-half of the basic towing rate and one-half of the daily storage rate. No other fees may be applied to the vehicle owner or City. This section shall not apply to special events in which the City fails to properly post signs in accordance with Los Angeles Municipal Code (LAMC) or California Vehicle Code.

### **7.2 Vehicle Holds at No Charge to the Department or the Party of Interest**

The Department may require an OPG to hold a vehicle located within 30 miles of Los Angeles County for 48 hours at no charge while the Department or an agent of the Department processes evidence. Upon the termination of 48 hours for evidence processing, the party of interest shall have the following 24 hours at no charge to pick up the vehicle without incurring any additional storage fees. The daily storage rate may then be applied after the party of interest's 24-hour waiting period has passed.

### **7.3 Establishment of Rates & Charges Payable by Vehicle Owners**

The City will not provide any compensation for towing or storage services rendered under the terms of this contract except as provided in 7.1 & 7.2. Rates and charges for towing and storage will be established by the City of Los Angeles, Board of Police Commissioners. The owners of impounded vehicles must pay such charges. These charges become a lien against such vehicles.

### **8.0 TOWING & STORAGE RATES**

The rates a Contractor may charge for towing and storage services (see Appendix N, incorporated herein by this reference) shall be in accordance with the Rules Governing Official Police Garages (Appendix A, incorporated herein by this reference) established by the Board of Police Commissioners. Rates and charges for the removal and storage of vehicles that have occurred as a result of law enforcement activity or in the performance of duties of an Official Police Garage shall not exceed the rates and charges set by the Board. Except as approved by the Board, additional charges shall not be made for special equipment or service necessary to prepare vehicles for removal. The schedule of Board-approved rates and charges (Appendix N) shall be posted in a place clearly visible to the public at the Contractor's primary place of business.

### **9.0 TOWING & STORAGE OF CITY-OWNED VEHICLES WITHOUT CHARGE**

Contractors will be required to tow and store designated City-owned emergency vehicles in need of Standard Duty Towing and/or Storage without charge to the City.

### **10.0 CONTRACT TERMS**

The duration of the agreement between the City and the successful Proposer shall be for a period of five (5) years, with an option to renew for one (1) additional five-year term. The option to renew is at the sole discretion of the City and such additional term shall be subject to City Council approval prior to the execution of the agreement.

The Proposer to whom the Contract is awarded will be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. However, the City reserves the right to further negotiate the terms and conditions of the Contract with the selected Proposer.

The document titled "Standard Provisions for City Contracts (Rev. 03/09)" is attached hereto as Appendix K and will be incorporated into and made a part of the final contract.

### **11.0 REQUIREMENT TO COLLECT & REMIT FEES**

The OPG must collect and remit to the City the Vehicle Release Fee as required by Section 80.77.1 of the Los Angeles Municipal Code, and must comply with all the requirements of Section 80.77.1. Failure of the OPG to comply with all the requirements of Los Angeles Municipal Code Section 80.77.1 shall constitute failure to comply with the terms and conditions of the Contract and may subject the OPG to discipline, suspension or termination of the Contract as provided for in Section 20.0 of the Contract.

## **12.0 LIEN SALE VEHICLES**

### **12.1 Outstanding Parking Citations**

The Contractor is required to remit to the City the balance of all outstanding parking citations from the proceeds of each lien sale vehicle. Such fees are collectable by the City as a secondary lien holder from surplus lien sale monies in the manner prescribed by State law.

## **13.0 GROSS RECEIPTS FEE**

The Contractor shall pay to the City a gross receipts fee equal to seven percent (7%) of Gross City Revenue. "Gross City Revenue" shall include all revenues obtained by the franchisee through the OPG status, including towing, storage, lien processing fees, and the sale of lien vehicles, but shall not include revenues obtained through contracts with other public agencies or through private parties. The gross receipts fee shall be made payable and remitted to the "Office of Finance, City of Los Angeles," in accordance with LAMC Section 80.77.4 (D).

## **14.0 PARKING TAX COLLECTION & PAYMENT PROCEDURE**

The Contractor will be required to collect a Parking Tax to the same extent and at the same time that the storage fees are collected from any person redeeming a vehicle stored at an OPG. Such tax shall be remitted to the "Office of Finance, City of Los Angeles," on or before the due dates fixed by the Director of Finance and is subject to penalties if delinquent.

## **15.0 LATE PAYMENTS ACCRUE INTEREST**

Any amount owed to the City more than fifteen (15) days beyond the date such amount is due shall accrue interest each day that such amount is not paid at the lower of the following rates in addition to any other penalties authorized by the LAMC:

An annual rate equal to twelve percent ~~(12%)~~ per annum;  
or the maximum rate permitted by applicable law.

## **16.0 INVESTIGATION OF EACH APPLICANT**

Prior to the execution of any contract, the Commission Investigation Division of the Los Angeles Police Commission will conduct a thorough investigation of each Proposer to verify content of each proposal as well as background of key personnel.

## **17.0 CONTENTS OF PROPOSAL**

The response to this RFP must be written and organized in the required order and format described below. Failure to adhere to the required order and format may cause the proposal to be deemed non-responsive and subject to rejection. The City intends to award a Standard-duty towing contract for [Insert Service Area] and a Standard-duty towing contract for [Insert Service Area]. The two contracts to be awarded will be in a format approved by the Office of the City Attorney. This RFP and the proposal submitted or any part thereof may be incorporated into and made a part of the final contract. Proposals accepted by the City constitute a legally binding contract offer by the Proposer.

All proposals must be submitted in writing. The Proposer must complete and return all applicable documents, including forms and appendices. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation and the required number of copies.

### **17.1 Cover Letter Requirements**

The cover letter must contain the following information:

- a. A general statement of the purpose for submitting the proposal.
- b. The name, title, address, and telephone number of the person or persons authorized to represent the Proposer in negotiations with the City with respect to this RFP and any subsequently awarded contract.
- c. A statement as to the name and title of the person authorized to execute the agreement with the City on behalf of the OPG.
- d. A statement that identifies the legal business status (e.g., individual, partnership, corporation, etc.), address, telephone number, fax number, and e-mail address of the Proposer.
- e. A statement that provides the name, title, and telephone number of the Proposer's contact person authorized to schedule and attend the site visit with the Commission Investigation Division investigator. The investigator will be calling this contact person to schedule an appointment for the site visit.
- f. The cover letter must be signed by a representative or officer of the Proposer's company who is authorized to bind the firm to all provisions of the

RFP, including any subsequent changes, and to the contract if an award is made. All signatures must be original, written in ink, and executed by the applicable party:

1. If the Proposer is a partnership, a general partner or managing partner must sign the proposal in the name of the partnership thereof.
2. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two (2) authorized officers (a Chairperson of the Board, President or Vice President, and a Secretary, Treasurer, or Chief Financial Officer) or by an officer authorized by a resolution of the Board of Directors to execute such documents on behalf of the corporation. The corporate seal must be affixed.
3. If the Proposer is a joint venture, duly authorized representatives from each corporation must sign the proposal or partnership as described above.
4. Proposals submitted by consortiums, joint ventures, or teams will not be considered responsive unless it is established in the proposal that all contractual responsibility rests solely with one member of the group or one legal entity. The proposal must identify the responsible entity.

## **17.2 Business Plan Requirements**

Proposers must submit a business plan with their proposal. The Business Plan must include, but is not limited to, the following information:

- a. Action Plan for Achieving Customer Satisfaction and Performance Excellence and addressing community concerns and complaints.
- b. Proposers must submit actual operating statements and financial information of the existing company for the past three years for the purpose of indicating the ability of the operator to withstand various market conditions. For companies in existence for less than three years, use a 3-year pro forma based on current economic trends.
- c. Financial Statement

Proposers must submit with their proposal, a financial statement verified by a Certified Public Accountant indicating that the Proposer has sufficient financial resources and ability to continue in business to perform the services required.

- d. Business Organization Statement

State the full name and address of your organization and, if applicable, any branch or district office that will be managing the operation. State your intentions (if any) to

establish a City of Los Angeles location if you do not currently have one.

e. History & Description of the Firm

Give a brief history and description of the firm, including the date established, headquarters location(s), total number of employees, number of employees working in the City of Los Angeles, number of employees residing in the City of Los Angeles, and annual revenue of the firm for each of the past five years.

f. Individual, Partnership, or Corporation

Indicate whether the company operates as an individual, partnership, or corporation. If the entity is a corporation, include the state in which it is incorporated.

g. License to Operate in State of California & City of Los Angeles

State whether you are licensed to operate in the State of California and the City of Los Angeles. If you are licensed to operate in the City of Los Angeles, include a photocopy of the City of Los Angeles Business Tax Registration Certificate (BTRC).

The selected Proposer and all subcontractors shall be required to have and maintain a valid City of Los Angeles BTRC.

### 17.3 Key Personnel Requirements

a. Demonstrated Capability of Key Personnel

The Proposer must be able to demonstrate the capability and appropriate experience of the key employees who will be assigned to provide the services required. Key employees should be identified by name and title, and a statement should be provided in regard to the area(s) for which each key employee will be responsible.

b. Resumes of Key Employees & Others

Resumes for all key personnel are required to be submitted as well as those of other employees that the Proposer will be employing to perform the various services required. Key people are those people who will be directly involved in the day-to-day operation of the business, and must be accessible and available for solving problems if necessary.

c. Changes in Key Personnel

The City reserves the right to approve any changes in key personnel.

d. Certificate of Live Scan of all Key Personnel



A copy of the certificate of Live Scan shall be submitted with the RFP for each person identified as a key employee.

#### **17.4 Personnel Standards, Hiring, and Training**

The Proposer must provide a plan for:

- a. Hiring personnel
- b. Standards of qualification for personnel positions
- c. Training programs
- d. Policy for safe guarding unattached personal property

It is understood that these plans will be implemented upon hiring of personnel for the Contract.

#### **17.5 Experience**

The Proposer must provide a comprehensive statement of the company's prior relevant experience in the following areas of towing, storage and lien sale processing while identifying the size and volume of business.

a. Lien Sale Experience

Provide a comprehensive statement of the company's lien sale experience in terms of any resources, internal or external, personnel or systems used in the disposal of vehicles in accordance with California Civil Code mandates.

b. Government Agency Service Provider Experience

Explain the extent (if any) of your company's involvement, and the dates and duration of the services provided to a governmental agency either through written contract or other arrangement. Include client names, addresses, and phone number(s) of the responsible official(s) of the government organization for reference purposes.

c. Other Towing Service Business

Explain the extent of your company's involvement in any other towing service business, and the dates and duration of the services provided.

d. Salvage, Transport, Club Service, or Repossession Business

Explain the extent of your company's involvement (if any) in any other towing service business, salvage business, transport business, club service or repossession business, and the dates and duration of the service provided.

e. Experience Operating a Regulated or Complex Business

Explain the extent of business experience in any field, which would be indicative of your ability to successfully operate a regulated or complex business.

f. **Comparable Experience**

Explain any comparable experience. Experience should be listed in as much detail as possible, highlighting areas of similarity as well as differences in providing the services required. In addition to experience in the towing and storage of vehicles (including vehicles held for evidentiary purposes), the Proposer should detail any relevant knowledge and experience in processing liens on vehicles of all values, in the disposing of vehicles, and in the processing of the Proposer's own liens.

**17.6 Prior Regulatory and Contract Compliance**

a. **Proposer's History of Contract & Regulatory Compliance**

State the Proposer's history of contract and regulatory compliance. A review will be made of the Proposer's experience with contract compliance and regulatory control including, but not limited to, any applicable history concerning compliance with the Board of Police Commissioners' Rules Governing Official Police Garages, and any applicable history with any other governmental regulatory control.

b. **Identify and Explain Violations and Disciplinary Action**

Identify and explain, any and all violations which have been identified or disciplinary action which has ever been taken by any law enforcement agency or regulatory agency against you or your towing company related to the operation of the towing and storage services provided by your company. Please identify and explain any instances in which a contract the Proposer had was terminated for cause or in which any disciplinary action was taken. Also include instances in which a contract was not renewed due to poor performance.

c. **Contact Information for Prior Contract Administrators**

Provide the name, address, and phone number of the contract administrator for each contract the Proposer has had for the past five (5) years. By submitting this proposal, the Proposer is authorizing the City to contact previous contract administrators and to review files of regulatory agencies, as permitted by applicable law, in order to determine contract and regulatory compliance.

**17.7 Computerized Financial and Dispatch Center**

The Proposer must possess a computerized financial system that has the capability to capture all receipts, which can then be tied to charges, calls reflected in the dispatch

system, and related disbursements. Information from these systems should be adequately supported and easily reconciled.

## **18.0 STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Incorporated as part of this proposal by reference are the *Standard Provisions for City Contracts* (Rev.03/09), which includes but is not limited to nondiscrimination, affirmative action, and insurance requirements. *The Proposer awarded the Contract must abide by these provisions (Appendix K).*

## **19.0 INDEMNITY AND INSURANCE**

### **19.1 Indemnity Requirements & Acceptability of Insurance**

The Contractor is required to adhere to the indemnity requirements and the conditions governing acceptability of any insurance that may be required are set forth in detail in the *Standard Provisions for Personal Services Contracts (Rev.03/09)(Appendix K).*

### **19.2 Contractors to Maintain Satisfactory Insurance**

Rule Number 20 of the Los Angeles Police Commission Rules Governing Official Police Garages requires that such contractors maintain insurance in effect at all times in amounts satisfactory to the Board of Police Commissioners. (Appendix A)

### **19.3 Insurance Coverage for Official Police Garages**

Since OPGs provide towing and storage for all governmental vehicle impounds, they may be legally construed to be agents of the Los Angeles Police Department. Therefore, contractors are required to obtain increased insurance coverage. Accordingly, additional provisions are required by the Board of Police Commissioners for contractors that serve as Official Police Garages as defined in "Standard Provisions for City Contracts," Appendix K (Exhibit 1 Insurance Requirements), incorporated herein by this reference.

## **20.0 TERMINATION OF AGREEMENT**

The Contract will include a clause that provides that the City may terminate the agreement for cause effective as of any date upon thirty-days (30-days) prior written notification by the City.

## **21.0 CITY AFFIRMATIVE ACTION PROGRAM REQUIREMENTS**

"Standard Provisions for City Contracts," incorporated herein by this reference, defines all Affirmative Action Program Requirements (Appendix K).

### **21.1 Program Certification & Action Plan Documentation**

Los Angeles Administrative Code Section 10.8 requires that the following information be submitted with each proposal:

- A signed Affirmative Action Program Certification Form.
- A signed Affirmative Action Plan. The Proposer must submit one of the following three plans:
  - a. "Los Angeles City Affirmative Action Requirements for Non-construction Contractors."
  - b. A trade association's Affirmative Action plan, provided the contractor is a member in good standing of the association.
  - c. The Proposer's own Affirmative Action Plan.

## **21.2 Plan Review and Approval Required**

Regardless of the type of Affirmative Action Plan submitted, it must be reviewed and approved by the Department of Public Works, Bureau of Contract Administration before the contract is executed by the City.

## **22.0 MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS ENTERPRISE & OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

The Minority Business Enterprise, Women Business Enterprise, and other Business Enterprise Outreach Programs are defined in "Standard Provisions for City Contracts," incorporated herein by this reference (Appendix K).

### **22.1 Policy of the City and Proposer's Duty to Implement**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Proposer's good faith efforts to comply with the City's outreach program, as described in Appendix J, MBE/WBE/OBE Subcontractor Outreach Program, of this RFP. Participation by MBEs, WBEs, and OBEs may be in the form of subcontracting or joint venture.

Proposers must refer to Appendix J, MBE/WBE/OBE Subcontractor Outreach Program, of this RFP for additional information and instructions, and **must submit documentation of good faith outreach efforts and the required form at the time proposal is submitted.**

## **22.2 City Expectation of Participation & Good Faith Effort**

The City expects that Proposers will be able to achieve 18 percent participation for MBEs. However, such participation is not required. Failure to make good faith efforts to comply with said policy, to provide said affidavit with the proposal, or to provide documentation of good faith efforts when requested to do so by the Awarding Authority, will render the proposal non-responsive and may result in its rejection.

## **23.0 JOB TRAINING AND EMPLOYMENT POLICY**

"Standard Provisions for City Contracts," Appendix K, is incorporated herein by this reference.

The policy of the City of Los Angeles is to promote and encourage the employment of disadvantaged youth and adult City residents who have been trained for employment under the City's Job Training Partnership Act (JTPA) Program. Consistent with this policy, proposers must complete and submit a "Declaration of Contractor Compliance with City of Los Angeles Training and Employment Policy."

## **24.0 INTENTIONALLY LEFT BLANK**

## **25.0 CHILD SUPPORT OBLIGATIONS**

"Standard Provisions for City Contracts," Appendix K, is incorporated herein by this reference.

Proposers are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code, Section 10.10, Child Support Obligations. City policy also requires that all contractors performing work for the City comply with all applicable state and federal reporting requirements relative to legally mandated child support. Proposers must refer to Appendix E - Child Support Obligations for further information and instructions and must submit the required Certification of Compliance with Child Support Obligations (in Appendix E) at the time proposals are submitted.

## **26.0 LIVING WAGE AND SERVICE WORKER RETENTION ORDINANCES**

"Standard Provisions for City Contracts," Appendix K, is incorporated herein by this reference.

The Living Wage Ordinance (Los Angeles Administrative Code, Section 10.37 *et seq.*) and the Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code, Section 10.36 *et seq.*) provide that all employers (except those specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars

(\$25,000) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, must comply with provisions of said Ordinances.

Proposers must refer to Appendix F – Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) for further information and instructions.

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions must apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption. The List of Statutory Exemptions and the Application for Non-Coverage or Exemption are included in Appendix F.

### **26.1 Certification of Compliance or Request for Exemption**

This RFP and any resulting contract are subject to City Ordinance 172336, governing Living Wage Requirements (LWO) and 171004, relating to Service Contract Worker Retention (SCWRO). Proposers must complete and submit the certification regarding compliance form or the request for exemption form attached hereto as “Attachment K” with the proposal.

### **26.2 Employee Retention & Living Wage Benefits**

The Ordinances require that, unless specific exemptions apply, all employers under contracts for the furnishing of goods or services to the City and that involve an expenditure or receipt in excess of \$25,000.00 and a contract term of at least three months; lessees, licensees; or certain recipients of City financial assistance, generally, should provide the following:

Retention by a successor contractor for a 90-day transition period, the employees who have been employed for the preceding twelve months or more by the terminated contractor or subcontractor earning less than \$15.00 per hour in salary or wage, as provided for in the SCWRO.

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

### **26.3 Authority for Contract Termination due to Ordinance Violations**

Under the provisions of the SCWRO and LWO, the City shall have the authority to terminate the Contract and pursue legal remedies that may be available if the City determines that the Contractor violated the provisions of the Ordinances.

### **27.0 EQUAL BENEFITS**

"Standard Provisions for City Contracts," Appendix K, is incorporated herein by this reference.

Proposers are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of the Equal Benefits Ordinance (Los Angeles Administrative Code, Section 10.8.2.1).

This ordinance requires that the contractor certify and represent that the contractor will provide equal benefits to its employees, to its employees with spouses and its employees with domestic benefits.

Proposers must refer to Appendix G – Equal Benefits Ordinance (EBO) for additional information and instruction.

All Proposers must complete and return, with their proposal, the Certification of Compliance with Equal Benefits Ordinance form (2 pages) contained in Appendix G. The Reasonable Measures Application for Equal Benefits Ordinance (1 page) and the Provisional Compliance with Equal Benefits Ordinance (2 pages) have been included in Appendix G, but should be submitted with the proposal **only** if applicable. Supporting documentation of the benefits provided is not required to be submitted with the proposal but will be required of the Proposer selected for award of a contract.

## **28.0 COMPLIANCE WITH LAWS & PROCEDURES**

The Contractor and all subcontractors will also be required to abide by and conform to all applicable laws of the United States, of California and the ordinances and policies of the City of Los Angeles and the nondiscrimination provisions of the Los Angeles Administrative Code (Section 10.8), all as currently constituted or as amended in the future.

## **29.0 CONTRACTOR RESPONSIBILITY ORDINANCE**

Proposers are advised that any contract awarded will be subject to the provisions of the Contractor Responsibility Ordinance (Los Angeles Administrative Code, Section 10.40 *et seq.*). Proposers must refer to Appendix H – Contractor Responsibility Ordinance for additional information and instructions. All Proposers must complete and return, with their proposal, the Responsibility Questionnaire included in Appendix H. Failure to return the completed Questionnaire may result in a Proposal being deemed non-responsive.

## **30.0 SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code (See Appendix I).

### **31.0 MINORITY BUSINESS ENTERPRISE & WOMEN BUSINESS ENTERPRISE PROGRAM (MBE/WBE) & OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTOR OUTREACH PROGRAM**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Proposer's good faith efforts to comply with the City's outreach program, as described in Appendix J, MBE/WBE/OBE Subcontractor Outreach Program, of this RFP. Participation by MBEs, WBEs, and OBEs may be in the form of subcontracting or joint venture.

Proposers must refer to Appendix J, MBE/WBE/OBE Subcontractor Outreach Program, of this RFP for additional information and instructions, and **must submit documentation of good faith outreach efforts and the required form at the time proposal is submitted.**

### **32.0 NONDISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/AFFIRMATIVE ACTION**

The Proposer agrees not to discriminate during the performance of the resulting contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disabilities, marital status, or medical condition.

For every contract or subcontract with or on behalf of the City for which consideration is in excess of Five Thousand Dollars (\$5,000), the Proposer must sign and submit with the proposal a signed Affirmative Action Practices Certification Form and a signed Affirmative Action Plan. Proposers must refer to Appendix D – City of Los Angeles Nondiscrimination/Equal Employment Practices/Affirmative Action plan for additional information and instructions and must submit the required forms at the time proposals are submitted.

### **33.0 CONTRACTOR EVALUATION ORDINANCE**

Proposers are advised that any contract awarded as a result of this RFP process will be subject to the provisions of Los Angeles Administrative Code Section 10.39 et seq., Contractor Evaluation Ordinance (CEO). In accordance with this Ordinance, the City will conduct an evaluation of a contractor's performance at the end of the contract.

The City may also conduct evaluations of the contractor's performance during the term of the contract. Evaluations will be based on a number of criteria, including the quality



of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the contractor assigns to the contract. Information from the evaluations will be kept in a centralized database, and City departments will consider that information when awarding future service contracts.

### **34.0 CONFIDENTIALITY & RESTRICTIONS ON DISCLOSURE**

All Proposers are advised that any contract awarded as a result of this RFP process will be subject to the following provisions:

- a. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of the Contract will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of the Contract, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.
- b. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of the Contract, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- c. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- d. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Contract, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of the Contract, or at the request of the City, promptly return any and all Confidential Information and all other written

materials, notes, documents, or other information obtained by the Contractor during the course of work under the Contract to the City. The Contractor will not make or retain copies of any such information, materials, or documents.

- e. Any reports, findings, Deliverables, analyses, studies, notes, information, or data generated as a result of the Contract are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in the Contract or as required by law.
- f. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of the Contract, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

### **35.0 OFFICIAL POLICE GARAGE ASSOCIATION AND VEHICLE IMPOUND INFORMATION CENTER**

If the Contractor is an active member of the Official Police Garage Association (OPGA) of Los Angeles, the Contractor shall provide timely information to the OPGA Vehicle Impound Information Center (VIIC) database maintained by the OPGA.

If the Contractor is not an active member of the OPGA, the Contractor shall independently and at the Contractor's own expense provide all of the same systems and services the OPGA provides its active members and the public to locate vehicles impounded by an OPG in the City of Los Angeles and determine the fees or liens chargeable for towing and storage. (VIIC Appendix)

### **36.0 DOCUMENT CONTROL SYSTEM**

If the Contractor is an active member of the Official Police Garage Association (OPGA) of Los Angeles, the Contractor shall participate in the OPGA Document Control System maintained by the OPGA.

If the Contractor is not an active member of the OPGA, the Contractor shall independently and at the Contractor's own expense maintain a Document Control system acceptable to the City of Los Angeles and provide all of the same systems and services the OPGA Document Control system provides the City and the public.

### **37.0 WORKFORCE INFORMATION REQUIREMENT**

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the City Council requires (per Council File Number 92-0021) all City

departments to gather information on the headquarters address and certain information on the employees of the firms contracting with the City.

If the Proposer is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit such a list. The form to use to provide this information is in Appendix B.

## **38.0 DISPOSITION OF PROPOSALS**

### **38.1 Contractor's Defense of City Refusal To Disclose Information (California Public Records Act)**

In accord with the California Public Records Act (CPRA), the Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose trade secrets or other technical, financial or other information to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 *et seq.*). Contractor's obligations herein included, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Contractor's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Contractor of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

### **38.2 Proposer's Written Statement to Claim Exemption from Disclosure**

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 *et seq.*). Proposers must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the Proposer claims is exempt from disclosure under the California Public Records Act (California Government Code Sections 6250 *et seq.*). Any Proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under said Act.

Any Proposer claiming such an exemption must also state in the proposal the following: "The Proposer will indemnify the City and its officers, employees, and agents, and hold them harmless from any claim or liability and will defend any action brought against them for their refusal to

disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore.”

Failure to include such a statement shall constitute a waiver of the Proposer’s right to exemption from disclosure and shall be the authority for the City to provide a copy of the proposal or any part thereof to the requester.

### **39.0 PROPOSER’S ADDITIONAL INFORMATION OR CONTRARY STATEMENT**

Any other information that you believe will be essential to a complete evaluation of your proposal should be clearly stated. If you have no additional information, this section of the proposal should consist of the following statement: “There is no additional information that we wish to present.”

### **40.0 CITY’S RIGHT TO WITHDRAW THE RFP, REJECT PROPOSALS, & WAIVE INFORMALITIES**

The City reserves the right to withdraw this RFP at any time without prior notice. The City reserves the right to reject any and all proposals submitted and to waive any informality in any proposal received, when to do so is to the advantage of the City or its taxpayers.

### **41.0 VERIFICATION OF INFORMATION IN RFP**

#### **41.1 City’s Right to Verify Information and Reduce Points Awarded**

The City reserves the right to verify the information in the proposal. If the information in the proposal cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points awarded in the affected category of evaluation.

#### **41.2 City’s Right to Reject the Proposal or Terminate the Contract for False Information**

If a Proposer knowingly and willfully submits false performance or other data, the City reserves the right to reject that proposal. If it is determined that a contract was awarded as a result of false performance or other data submitted in response to this RFP, the City reserves the right to terminate that contract.

### **42.0 AUTHORIZED OFFICER SIGNATURE & REQUIRED DECLARATION**

The proposal must be signed on behalf of the Proposer by an officer authorized to bind the Proposer, and must include the following declaration:

“This proposal is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any

other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure for himself an advantage over any other Proposer.”

#### **43.0 SITE VISITS**

The site visits will be conducted by appointment. Investigators from the Police Commission’s Commission Investigation Division will be conducting the site visits. The investigators will contact the proposer’s site visit contact person as noted in the Proposer’s proposal cover letter to schedule an appointment for the site visit.

#### **44.0 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend a mandatory Pre-Proposal Conference or other on-site visit, please contact the RFP Program Manager at least five (5) working days prior to the scheduled event.

#### **45.0 SELECTION CRITERIA**

The proposals will be evaluated according to the criteria and relative weighting set forth below. An Evaluation Committee comprised of City employees will evaluate the proposals. The Evaluation Committee will submit a recommendation to the Board of Police Commissioners for selection of a contractor. Award of a contract is subject to the approval of the City Council.

Contractor selection will be based on the professional and demonstrated qualifications of those firms submitting proposals. Recent and significant experience in the operation of a towing service business and adequate financial ability to provide the services and facilities required of the Proposer will be considered a minimum qualification for contractors.

When making its final selection, the Evaluation Committee is not bound by the numerical score of the proposals. The numerical scores are a strong guideline, but the Evaluation Committee must weigh all facets of the service the City requires and must select the proposal that best meets the needs of the City.

#### **46.0 PROPOSAL QUALITY & RESPONSIVENESS**

Written proposals will be evaluated for adherence to the RFP requirements, clarity of content, and the Proposer’s experience, resources, and ability to provide the best service to the geographic police area. Proposals should demonstrate an understanding of the services and responsibilities required and the ability to accomplish them. Proposers will be evaluated in terms of their ability to operate primarily as an OPG for

the City of Los Angeles and their ability and willingness to abide by the Los Angeles Police Commission Board Rules Governing Official Police Garages.

#### **47.0 ACCEPTANCE OF TERMS & CONDITIONS**

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all the terms, conditions, and content set forth in this RFP unless otherwise expressly stated in the last attachment to the proposal. Proposers will either affirm their acceptance or state their reasons for objecting to any requirement.

A statement of acceptance or a statement of specific objections to specific requirements shall be provided in writing in the last attachment. The specified objections shall include the item number (as found in this RFP) of the requirement that is objectionable to the Proposer and shall state the reason for each objection. Following the statement(s), provide the name, title, telephone number and signature of the Proposer. This item will be date-stamped at the Police Commission at the time the entire proposal is received. No late attachments will be accepted.

#### **48.0 EVALUATION PROCESS AND CRITERIA**

##### **48.1 Evaluation Process**

An Evaluation Committee comprised of city employees will evaluate the proposals. In addition, the Evaluation Committee may utilize the services of appropriate experts to assist in the evaluation process.

After receipt of a proposal, but prior to award of any contract, the City, at its sole discretion, may require any or all Proposers to submit additional information and/or to meet in person with City personnel.

Failure of a Proposer to specifically respond to each RFP item, or any other information requested by the City, will be grounds for rejecting that Proposer's proposal.

The City, at its option, may reject any and all proposals submitted in response to this RFP, or waive any informality in a proposal when to do so would be to the advantage of the City or its taxpayers.

All proposals will be reviewed to determine that the minimum eligibility requirements have been met. Ineligible Proposers will be informed in writing. All eligible proposals will be reviewed, scored, and ranked.

At the City's sole discretion, oral interviews/presentations to the Evaluation Committee may be held with top scoring Proposers. The Proposers on the short list will be informed of the time and the place for the oral interview/presentation, not less than five (5) calendar days prior to the interview/presentation. The interview/presentation will include a discussion of the services required under this RFP. The successful Proposer will be named after the proposals and interviews/presentations are evaluated.

Using the evaluation criteria described below, the Evaluation Committee will determine which Proposer, if any, will be placed on a short list for further consideration.

The City reserves the right to reject any and all proposals, seek additional candidates, or to further negotiate the terms, price and conditions submitted by a Proposer.

#### **48.2 Prohibition of Communication During RFP Evaluation Period**

After the submission of proposal and continuing until a contract has been awarded, all City personnel involved in the project will be specifically directed against holding any meetings, conferences or technical discussions with any Proposer except as provided in the RFP. Proposers shall not initiate communication in any manner with City personnel (including Commissioners) in regard to this RFP or the proposals during this period of time, unless authorized, in advance, by the City. Failure to comply with this requirement may terminate further consideration of that Proposer's proposal(s).

#### **48.3 Evaluation Criteria**

The City's evaluation of proposals submitted in response to this RFP will be based on the following criteria:

The Evaluation Committee will use the following criteria and weighting to evaluate proposals:

Formal Business Plan	30 points
Experience	30 points
History of Contract Compliance	30 points
Customer Service, Honesty & Integrity	<u>10 points</u>
Total	100 points

#### **49.0 APPEAL PROCESS**

Any protest to a proposal award must be:

1. In writing.
2. Received by the Contract Administrator by the date stated in the Contract Recommendation of Award correspondence sent to the Proposer.

The protest statement must include:

1. The specific section and requirement of the RFP appealed.
2. A description of how the Proposer's proposal met the requirements of the appealed section(s).
3. Copies of any pertinent documentation.

Protest must be addressed to:

Los Angeles Police Commission  
100 West 1<sup>st</sup> Street, Suite 134  
Los Angeles, California 90012  
Attention: OPG Request for Proposal Coordinator

Upon receipt of a protest, the RFP Coordinator will respond with a written statement setting forth the reasons for the proposed award. An informal administrative hearing will be held within ten (10) days after receiving the protest, unless waived by the Proposer.

At or prior to the administrative hearing, the protester may present arguments and documentation as to why the award should not be made according to the City's plans. After the close of the administrative hearing, City staff will make a determination and submit an award recommendation to the Board of Police Commissioners (Board). The Proposer may appear before the Board of Police Commissioners when the award recommendation is scheduled to be considered by the Board. The Board's decision regarding the award recommendation will be final.

#### **50.0 CONTRACT TERMS**

The City anticipates issuing a contract for five (5) years. The Proposer to whom the contract is awarded will be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. However, the City reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer.

The document titled "Standard Provisions for City Contracts (Rev. 03/09)" is attached hereto as Appendix K and will be incorporated into and made a part of the final contract.

#### **51.0 PROPOSAL SUBMISSION REQUIREMENTS**

1. One (1) original proposal and each required original appendix item shall be 3-hole punched and submitted in a 3-ring binder.
2. Proposer will also submit five (5) complete copies of the proposal and the required appendix items and each copy shall be 3-hole punched and submitted in a separate 3-ring binder.
3. Two (2) complete copies of the proposal as well as the required appendix items shall be saved to CD/DVD disks or flash drives (as many as needed for each complete set). The two sets of disks shall be submitted in a large protective envelope at the same time the 3-ring binders (described above) are submitted.



4. Each CD/DVD disk or flash drive of the set shall be labeled with the following or similar titles on the disk itself and/or on the disk sleeve accompanying each CD-DVD disk or flash drive.
5. The required 3-ring binders and CD-ROM disks must be delivered in person or by courier service and received by **3:00 p.m. P.S.T.**, [insert date] at the following address:

Los Angeles Police Commission  
Police Administrative Building  
Attention:  
100 W. First Street, Room 134  
Los Angeles, CA 90012

## 52.0 PROPOSER CHECKLIST

- Attend the Mandatory Pre-proposal Conference and sign the Pre-Proposal attendance sheet to note attendance on record. (Section 1.5)
- One (1) original proposal with original appendices (Section 1.2)
- Five (5) complete copies with appendices in 3-ring binders (Section 1.2)
- Two numbered sets of CD-ROM disk(s), DVD, or flash drive containing a copy of the Proposal and appendix items (Section 1.2)
- Cover Letter (17.1)
  - Signed by a representative authorized to bind the firm (17.1 f)
  - General Statement of Purpose (17.1 a)
  - Name, title, address, telephone of those authorized to negotiate (17.1 b)
  - Name, title, address, telephone of person(s) authorized to sign (17.1 c)
  - Statement of legal business status (17.1 d)
  - Statement of contact information to set site visit appointment (17.1 e)
  - Signed by representative(s) authorized to bind the firm (17.1 f)
- Business Plan Requirements (17.2)
  - Action Plan for Customer Satisfaction & Performance Excellence (17.2 a)
  - Operating Statements & Financial Information for past 3 years (17.2 b)
  - Financial Statement verified by a CPA (17.2 c)
  - Business Organization Statement & Statement of Intention (17.2 d)
  - History & Description of the Firm with required details (17.2 e)
  - Statement of corporation type & state of incorporation (17. f)
  - State and City licenses (BTRC) to operate (17.g)
- Key Personnel Requirements (17.3)
  - Demonstrated Capability & Experience of Key personnel (17.3 a)
  - Identified employee names and titles of each (17.3 a)
  - Areas of Responsibility Statement for each Key employee (17.3 a)
  - Resumes of Key Employees and others (17.3 b)
- Personnel Standards, Hiring & Training Plans (17.4)
  - Plan for hiring of personnel (17.4 a)
  - Standards of qualification for positions (17.4 b)
  - Plan for training program(s) (17.4 c)
- Experience Statements (17.5)
  - Lien Sale Experience (17.5 a)
  - Government Agency Service Provider Experience (17.5 b)

- \_\_\_\_\_ Other Towing Service Business Experience (17.5 c)
- \_\_\_\_\_ Salvage, Transport, Club Service, or Repossession Business Experience (17.5 d)
- \_\_\_\_\_ Experience Operating a Regulated or Complex Business (17.5 e)
- \_\_\_\_\_ Comparable Experience (17.5 f)

- \_\_\_\_\_ Prior Regulatory and Contract Compliance Statements (17.6)
  - \_\_\_\_\_ Proposer's History of Contract & Regulatory Compliance (17.6 a)
  - \_\_\_\_\_ Identify and Explain Violations and Disciplinary Action (17.6 b)
  - \_\_\_\_\_ Contact Information for Prior Contract Administrators (17.6 c)

- \_\_\_\_\_ Additional Items (Required and Optional)
  - \_\_\_\_\_ Proposer's Option to Claim Exemption from Disclosure (30.2)
  - \_\_\_\_\_ Proposer's Required Positive or Contrary Statement on Presence of any Additional Info (31.0)
  - \_\_\_\_\_ Authorized Officer Signature & Required Declaration Statement of Genuine Proposal (35.0)
  - \_\_\_\_\_ Statement of Acceptance or Specific Objections to Terms & Conditions (Last Attachment) (39.0)

\_\_\_\_\_ Appendices Requiring Statements / Declarations / Attachments to the Proposal

- \_\_\_\_\_ Appendix B: Proposer Workforce Information
- \_\_\_\_\_ Appendix C: Statement of Non-Collusion
- \_\_\_\_\_ Appendix D: Nondiscrimination/Equal Employment Practices/Affirmative Action
- \_\_\_\_\_ Appendix E: Child Support Obligations
- \_\_\_\_\_ Appendix F: Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- \_\_\_\_\_ Appendix G: Equal Benefits Ordinance
- \_\_\_\_\_ Appendix H: Contractor Responsibility Ordinance
- \_\_\_\_\_ Appendix I: Slavery Disclosure Ordinance
- \_\_\_\_\_ Appendix J: Minority Business Enterprise and Women Business Enterprise Program and Other Business Enterprise Subcontractor Outreach Program
- \_\_\_\_\_ Appendix K: Standard Provisions for City Contracts
- \_\_\_\_\_ Appendix L: Instructions and Information on Complying with City Insurance Requirements

May 14, 2009

**APPENDIX A**

**LOS ANGELES POLICE COMMISSION  
RULES GOVERNING OFFICIAL POLICE GARAGES**

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## **LOS ANGELES POLICE COMMISSION RULES GOVERNING OFFICIAL POLICE GARAGES**

**1. RULES AND CONDUCT:** The Official Police Garage shall conduct business in an ethical and orderly manner so as to maintain the confidence of the community. While an Official Police Garage is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, an Official Police Garage designee and his employee must maintain a fair, impartial, and reasonable attitude, and perform his duties in a courteous manner. The designee's and his employee's statements and actions must be the result of considered judgement and absent of personal opinion or bias.

The Official Police Garage designee, when notified by the Board or the Board's designee of any complaint of discourtesy by an Official Police Garage employee, shall investigate and respond in writing to the Board within ten (10) calendar days of receipt of notification of the complaint. The designee's response shall include the results of his investigation and, if the complaint is found to be true, what measures the designee took to prevent future complaints.

**2. SUPERVISION:** An Official Police Garage is subject by law to the regulatory powers of the Board, and all relevant records, equipment and storage facilities are subject to periodic inspection by the Board or its designee to determine if the garage is in compliance with the rules and regulations of the Board.

**3. REGULATION:** An Official Police Garage shall comply with all laws, ordinances and rules that regulate tow units, tow unit operators, and the impound, towing, removal, storage, and disposal of vehicles. An Official Police Garage shall post the Los Angeles Police Commission Rules Governing Official Police Garages and the Rules Governing Tow Operations and Tow Unit Operators in their entirety in a conspicuous place, clearly visible to the public.

**4. COOPERATION:** Tow unit operators shall abide by the lawful decisions of all peace officers and law enforcement employees of the City of Los Angeles and shall cooperate in removing and/or in impounding vehicles.

**5. AREA OF RESPONSE:** Each Official Police Garage shall operate within its designated Area(s) and shall exceed this/these Area(s) only when responding to a request from another Official Police Garage or a law enforcement or city communication facility.

**6. DISPATCHER:** A dispatcher shall be on duty in the office of the Official Police Garage seven (7) days a week, twenty-four (24) hours a day, every day of the year. A

dispatcher shall receive calls from law enforcement and City communication's facilities, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the Board. A dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his discretion, release vehicles between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Board or the Board's designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event. A dispatcher and/or other Official Police Garage employees providing service to the public shall wear their first name and the initial of their surname conspicuously on their clothing.

**7. TIMEKEEPING AND DELAYS:** An Official Police Garage shall record the following times pertaining to law enforcement and City agency tow service requests by means of a time clock:

- The time that the request for tow service is received
- The time that a tow unit is assigned the call for service and given the location of the requested service,
- The time that a tow unit arrives at the location of requested service, and
- The time that a tow unit returns to the Official Police Garage Facility with the vehicle.

An Official Police Garage shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all law enforcement and City agencies that rely upon it for tow service. Within ten (10) minutes of the receipt of a request for tow service from a law enforcement or City agency communications facility, an available, unassigned, tow unit and operator shall be dispatched and shall immediately proceed to the location of the requested service. An Official Police Garage shall advise the concerned communications facility when a tow unit cannot be dispatched within ten (10) minutes and shall give the reason why the tow unit cannot be dispatched and an estimated time of dispatch. Once dispatched, a tow unit operator shall respond to an assigned call by the most direct and expeditious route.

EXCEPTION: Department of Building and Safety orders to remove abated vehicles or vehicle parts from private property shall be executed by the ordered Official Police Garage within forty-eight (48) hours of receiving such notifications.

**8. RADIO COMMUNICATIONS:** The dispatcher's office of an Official Police Garage shall be equipped to receive "police calls." Priority shall be given to calls from law enforcement or City communication facilities. In the event that multiple agency requests for services are received at the same proximate time, the Official Police Garage dispatcher shall assign response priority to the request of the most urgent nature based upon information the dispatcher has received. Official Police Garage tow units may be equipped to monitor "police calls" while acting within the course and scope of their designated responsibilities after obtaining a permit from the Chief of Police.

**9. UNIFORM AND EQUIPMENT REQUIREMENTS:** Each tow unit shall be painted and marked as prescribed by the Board in addition to markings required by the California Vehicle Code. Each tow unit shall have the capability of communicating by radio with the dispatcher. Tow unit operators shall be required to wear a Board approved uniform when acting within the scope of their Official Police Garage employment.

**10. PRIMARY STORAGE FACILITY:** All Primary Storage Facilities shall be inspected and approved by the Board prior to use. The Primary Storage Facility shall be adjacent to the operations office. A Primary Storage Facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. A Primary Storage Facility shall be capable of accommodating all vehicles appraised in value in excess of one thousand dollars (\$4,000); all vehicles bearing modified equipment or cargo valued in excess of five hundred dollars (\$500); and vehicles being held for criminalistic and/or evidentiary examinations. The location where a vehicle is stored within a Primary Storage Facility shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at the Primary Storage Facility to prevent the loss or theft of personal property or vehicle parts. The Primary Storage Facility shall have a segregated and designated area for the storage of vehicles held for criminalistic and/or evidentiary examination.

**11. SECONDARY STORAGE FACILITIES:** All Secondary Storage Facilities shall be inspected and approved by the Board or its designee prior to use. A Secondary Storage Facility is a designated location used by an Official Police Garage as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of the respective geographic Area(s) boundaries of responsibility of the Official Police Garage unless waived by the Board or its designee. Any Secondary Storage Facility located beyond five (5) miles of the Official Police garage's respective geographic Area(s) boundaries shall be referred to as a Satellite Secondary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall be used to store vehicles appraised under one thousand dollars (\$4,000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles appraised over one thousand dollars (\$4,000.00) with the prior approval of the Board or its designee, but in such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored within a Secondary Storage Facility shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to all stored vehicles. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at all Secondary Storage Facilities to prevent the loss or theft of personal property or vehicle parts.

**SATELLITE SECONDARY STORAGE FACILITIES:** Official Police Garages utilizing an approved Satellite Secondary Storage Facility beyond five (5) miles of its respective Area(s) boundaries of responsibility shall additionally comply with the following:

- Take two photographs of a vehicle prior to its transportation to a Satellite Secondary Storage Facility. One photo will be of the vehicle's front and driver's side, and the other, the vehicle's rear and passenger's side.
- Offer the vehicle photographs for viewing to the vehicle's properly interested person(s).
- Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.
- Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within twenty-four (24) hours, excluding weekends and holidays, of such a request when the vehicle is stored in a Satellite Secondary Storage facility. The notice shall be approved by the Board or its designee.
- Systematically segregate stored vehicles by the respective Official Police Garage when a Satellite Secondary Storage Facility is shared by two or more Official Police Garages.
- Distinctly sequester Official Police Garage stored vehicles from other activities at the facility when the facility conducts business other than the storage of Official Police Garage vehicles and insure that access to the stored vehicles is separate from that of the other business operation(s).
- Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a Vehicle Investigation Report, Form 3.7, in addition to unattached personal property.
- Return any stored vehicle to the Primary Storage Facility within twenty-four (24) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the Satellite Secondary Storage Facility, the Official Police Garage shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

The Board or the Board's designee may, upon written application showing cause, waive any of the requirements of this rule.

**12. INVESTIGATIVE HOLD AREA AND VEHICLES:** Each Official Police Garage shall maintain an area at its Primary Storage Facility for vehicles held for criminalistic and/or evidentiary examinations. This Investigation Hold Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The Investigative Hold Area's storage capacity shall be capable of fulfilling the maximum expectations of the respective geographic detective division(s) being served. The Board or its designee shall determine the maximum storage capacity. The Investigative Hold Area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Board or its designee. The only persons authorized to enter an Investigative Hold Area are Official Police Garage employees and concerned law enforcement employees. Garage employees shall not remove property from vehicles being held for criminalistic and/or evidentiary purposes. Vehicles



stored in an investigative Hold Area shall not be removed from the area until authorized by the responsible investigator or the Area Vehicle Coordinator. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area. The date and time of removal and the removing employee's identity shall be recorded on Official Police Garage records.

Vehicles being held for Vehicle Code ("V.C.") 22651(o) (No Current Registration); V.C. 22651 (p) (Unlicensed Driver); V.C. 22651(i) (Unpaid Parking Citations); or V.C. 10751 (o) (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistic or evidentiary examinations. Garage employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Area Vehicle coordinator.

**13. PROTECTION AND HANDLING OF VEHICLES:** It is the responsibility of the Official Police Garage to protect all vehicles, vehicle parts and/or attached accessories impounded by peace officers or city law enforcement employees until such time the vehicles have either been released to properly interested persons or have been disposed of through legal process.

Vehicle parts and/or attached accessories shall not be removed from an impounded vehicle with a criminalistic/evidentiary hold on the vehicle without the prior approval of the concerned law enforcement employee. Vehicle parts and/or attached accessories may be removed for safekeeping by garage employees from other impounded vehicles. When an Official Police Garage removes vehicle parts and/or attached accessories for safekeeping from a vehicle it shall:

- Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report
- Implement controls to inform office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.
- Cause the vehicle parts and/or attached accessories to be individually packaged and identified.
- Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.
- Inform properly interested persons that parts and/or attached accessories have been removed and how they may obtain possession of that property.

The release of impounded vehicles which are available for release, shall be the responsibility of an Official Police garage. Criminalistic/evidentiary or statutorily held vehicles shall not be available for release until authorization has been given to the Official Police garage by the concerned governmental agency employee or the area Vehicle coordinator.

An Official Police Garage, at its Primary Storage Facility, shall prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures and the required documentation necessary for properly interested persons to obtain possession or remove unattached personal property from a stored vehicle and/or to view or photograph a stored vehicle within twenty-four (24) hours of making such a request.

Vehicle inventories, when conducted by Official Police garage employees, shall only be conducted within the confines of a storage facility and in the presence of a witnessing employee.

**14. PROPERTY IN VEHICLES:** An Official Police Garage has the responsibility of safeguarding all articles in impounded vehicles. An Official Police garage shall maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record shall also include the date of entry and a description of any property removed. Unattached personal property may be removed for safekeeping by garage employees, but only from available for release and statutorily held vehicles. When an Official Police garage removes unattached personal property for safekeeping from a vehicle it shall:

- Record a description of the removed property on the corresponding copy of the garage impound report.
- Implement controls to inform office personnel responding to public inquiries that personal property has been removed from a vehicle.
- Cause the property to be individually packaged and identified.
- Provide a secure location for the storage of the property to preclude loss, theft, or damage.
- Inform properly interested persons that property has been removed and how they may obtain possession of that property.

**15. IMPOUND REPORTS:** An Official Garage Tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report. The original copy of the Impound Report shall be retained by the impounding employee. A copy of the Impound Report shall be retained by an Official Police Garage for two (2) years. The garage's copy of the Impound Report shall be used to record the vehicle release information in the appropriate space provided in the Impound Report.

**16. NOTIFICATIONS:** Official Police Garage employees while acting within the course of their employment shall cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel.

An Official Police Garage shall notify in writing its respective Area(s) Vehicle Coordinator(s) on a weekly basis of the following:

- All vehicles originally impounded by a public agency, but that have remained in storage beyond seven (7) calendar days.
- All vehicles originally impounded with a criminalistic/evidentiary hold, but that have remained in storage with a hold beyond seven (7) calendar days.

An Official Police Garage shall notify its respective City Department of Transportation Geographic Area(s) supervisor(s) on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily approved lien procedures.

**17. STANDARD-DUTY TOW:** Official Standard-duty tow units will be requested by a law enforcement or City department communication facility when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or unladen, in excess of 10,000 pounds; or a combination of commercial trailers.

**18. RATES AND CHARGES:** Rates and charges for the removal and storage of vehicles which have occurred as the result of law enforcement activity or in the performance of duties of an Official Police garage shall not exceed the rates and charges set by the Board. Except as provided by the Board, additional charges shall not be made for special equipment or service necessary to prepare vehicles for removal. Board approved rates and charges shall be posted in a conspicuous place, clearly visible to the public.

All bills shall be itemized.

An Official Police Garage shall not enter into an agreement with a City employee to diminish or eliminate legally assessed vehicle removal and/or storage fees caused by an error committed by a member of the impounding City agency.

**REMOVAL:** Charges shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. Vehicles shall not be taken directly to any Satellite Secondary Storage Facility without previous written approval by the Board or the Board's designee. The first hour or fraction thereof shall be at the rate specified by the Board and at half of that hourly rate, for each additional half hour or fraction thereof over the first hour.

**STORAGE:** Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate.

Exceptions:

- When a release request is made within the first hour of storage, the storage fee shall be waived.
- When a release request is made within the second hour of storage, the storage fee shall be one-half of the regular fee.
- When a release request is made within eight hours, only one day's storage shall be charged regardless of the calendar date.
- When a release request is made between 7 p.m. and 12 a.m. (midnight), one day's storage fee shall be waived providing such release occurs within the mandatory release hours (7 a.m. to 7 p.m.) of the following day.

**19. MONTHLY REPORTS:** The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Board or the Board's designee. An explanation of each tow requiring in excess of one hour shall be provided. The report shall also contain a list of the tow unit operators that were employed by the Official Police Garage during any period of that reporting month. The list shall contain the tow unit operator's name, police permit number, operator's license number, classification and its expiration date. The monthly report shall be signed by the designee. The designee shall notify the Board or its designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Official Police Garage designee or his employees as a City employee.

**20: INSURANCE:** Each Official Police Garage shall maintain insurance in effect at all times in amounts satisfactory to the Board, and the policies of insurance, in duplicate, shall be approved by and filed with the Chief Administrative Officer of Risk Management Division. This insurance shall protect the Official Police Garage and the City against any and all damages resulting from all operations as designated Official Police Garage and in picking up and towing any automobiles or other vehicle to a garage or other location.

Said policy shall indemnify any person or organization who suffers damage as result of picking up, removal or storage of a motor vehicle against any damage to the automobile or motor vehicle, or theft of any part of the vehicle or from the contents thereof, upon any such person or organization obtaining a final judgement covering such loss or damage.

**21. IMPOUND HEARINGS:** Every Official Police Garage has the responsibility for posting and maintaining the Vehicle Impound Hearing Rights Sign, Form 16.27.3, in a conspicuous location, clearly visible to the public. An Official Police Garage shall distribute a Vehicle Impound Hearing Rights Notice, Form 16.27.4, and written directions indicating the location of the appropriate law enforcement agency facility at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

**22. LIEN ON STORED VEHICLES:** The employee of the City of Los Angeles who is requesting the impound shall be responsible for establishing that "probable cause" exists to conduct the impound. When "probable cause" is lost prior to a vehicle being removed to an Official Police Garage storage facility, no lien shall attach and no fee shall be charged to the field release of a vehicle to a properly interested person.

**23. DISPUTES AND INQUIRIES:** The Board of Police Commissioners and persons dedicated by the Board, have the authority to settle all disputes arising from actions by the Official Police Garages. The decision of the Board, or persons designated by the Board, shall be binding on all parties involved. Inquiries pertaining to the conduct, practices, and regulation of the Official Police Garages may be referred to the Los Angeles Police Department, Commission

Investigation Division, 150 N. Los Angeles street, Room 144, Los Angeles, California, 90012; (213) 485-2102; Monday through Friday, 7 a.m. to 5 p.m. .

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**APPENDIX B**

**PROPOSER WORKFORCE INFORMATION**

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**PROPOSER WORKFORCE INFORMATION**

Proposer's Name (legal name of entity): \_\_\_\_\_

Headquarters of Firm (Street Address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Total Workforce: \_\_\_\_\_

Address of any Branch Office(s) Located Within the City of Los Angeles: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Workforce in Each Los Angeles Branch Office(s): \_\_\_\_\_

Percentage of Workforce in Each Los Angeles Branch Office(s) Residing in the City of Los Angeles: \_\_\_\_\_

Total Workforce Residing in the City of Los Angeles: \_\_\_\_\_

Percentage of Total Workforce Residing in the City of Los Angeles: \_\_\_\_\_

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**APPENDIX C**

**STATEMENT OF NON-COLLUSION**

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**STATEMENT OF NON-COLLUSION**

I, \_\_\_\_\_ (name of proposer), declare:

1. That I am authorized to submit this bid or proposal on behalf of \_\_\_\_\_ (name of contractor), and,
2. That the bid is genuine, not a sham or collusive, nor is it made in the interest of, or on behalf of, any person not herein named; and no one has directly or indirectly induced or solicited any other bidder or proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding; and no one has in any manner sought by collusion to secure for himself/herself an advantage over any other bidder or proposer.

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

\_\_\_\_\_  
Signature

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at  
(Month) (Year)

\_\_\_\_\_, \_\_\_\_\_  
(Print Name of City) (State)

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**APPENDIX D**

**NONDISCRIMINATION  
EQUAL EMPLOYMENT PRACTICES  
AFFIRMATIVE ACTION**

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CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NON-CONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

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

E. Equal Employment Opportunity Officer:

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

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

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

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

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

COMPANY NAME
ADDRESS
CITY, COUNTY, STATE, ZIP

AUTHORIZED SIGNATURE
NAME AND TITLE (TYPE OR PRINT)
TELEPHONE DATE

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

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

FOR CONSTRUCTION PROJECTS (L.A. County Only)																		
CRAFT	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN/PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER			
	J	A	J	A	J	A	J	A	J	A	J	A	T	R	A	T	M	F
Brick Layers																		
Carpenters																		
Electricians																		
Gumite Workers																		
Iron Workers																		
Laborers																		
Operator																		
Engineers																		
Painters																		
Pipe Trades																		
Plasters/Cement																		
Masons																		
Sheet Metal Workers																		
Teamsters																		
Clerical Supervisory																		
TOTAL																		

**FOR NON-CONSTRUCTION PROJECTS**

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

Employment Statistics Were Obtained From:  Available Records  Visual Check  Other (Specify) \_\_\_\_\_

## EQUAL EMPLOYMENT PRACTICES PROVISIONS

### Construction Contracts in excess of \$1,000 or more but less than \$5,000 and Non-Construction Contracts of \$1,000 or more but less than \$100,000

#### Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

#### Sec. 10.8.4. Affirmative Action Program Provisions.

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

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act that is prohibited by law.
- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

#### Sec. 10.8.4. Affirmative Action Program Provisions cont.

1. Every contract of \$5,000 or more that may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation.
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

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

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

approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance. which shall be subject to approval before the contract may be awarded.

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

**1. Construction Contracts Included.**

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

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

**2. Anticipated Utilization.**

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

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

**3. An Affirmative Action Plan.**

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

- a. Recruit and make efforts to obtain such employees through:
  - 1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
  - 2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
  - 3) Encouraging present minority, women and other employees to refer their friends and relatives.
  - 4) Promoting after school and vacation employment opportunities for minority, women and other youth.
  - 5) Validating all job specifications, selection requirements, tests, etc.
  - 6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
  - 7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.
- b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.



**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS (CONT.)**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Officer's Signature**

\_\_\_\_\_  
**Firm Name**

\_\_\_\_\_  
**Officer's Name and Title (Type or Print)**

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**APPENDIX E**

**CHILD SUPPORT OBLIGATIONS**

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## CHILD SUPPORT OBLIGATIONS

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

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

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

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

**City of Los Angeles**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

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

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

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

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

Date \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

Title \_\_\_\_\_

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

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**APPENDIX F**

**LIVING WAGE ORDINANCE (LWO)**  
**AND**  
**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**  
**(SCWRO)**

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

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

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

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

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

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

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

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.



- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$415,488 (effective July 1, 2006). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

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

**LWO EXEMPTION APPLICATION**

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway Street, 3<sup>rd</sup> Floor  
 Los Angeles, CA 90015  
 Phone: (213) 847-1922 – Fax: (213) 847-2777

**LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. **Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.**

**SECTION 1: CONTRACTOR INFORMATION**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION 2: DEPARTMENT AND CONTRACT INFORMATION**

Department Awarding Contract: \_\_\_\_\_ Contract # (if any): \_\_\_\_\_

Name of Department Contact: \_\_\_\_\_ Department Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Purpose/ Service Provided: \_\_\_\_\_

**SECTION 3: EXEMPTION BASIS** (Check one of the options below and submit supporting documentation as requested.)

**Collective Bargaining Agreements (LAAC 10.37.12):** Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.

Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.

**Occupational License (LAAC 10.37.1(f)):** Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.

Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.

**Other – Cite the LWO code section:** \_\_\_\_\_

Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.

**SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY**

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

Name of Signatory	Signature	Title	Date
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**Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.**

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

**CITY OF LOS ANGELES**  
**Service Contractor Worker Retention Ordinance**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

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

**2. What is a successor contractor?**

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**APPENDIX G**

**EQUAL BENEFITS ORDINANCE (EBO)**

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

**1. What is the Equal Benefits Ordinance?**

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

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

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

**3. When does the Ordinance become applicable?**

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

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

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

**5. Who is covered by the Ordinance?**

The Ordinance applies to the following:

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

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

The Ordinance requires the contractor to:

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

## **7. Are subcontractors also covered?**

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

## **8. What benefits are included?**

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

**9. How does the Ordinance define a “domestic partner”?**

“Domestic partner” means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the Domestic Partners.

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

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

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

The City may take the following steps:

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

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

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

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

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

- The contractor is the only provider of a needed good or service.
- The contractor is the only bidder or contractor willing to enter into an agreement with the City for use of City property.



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

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

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

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

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

## **16. Where can a domestic partnership be registered?**

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

### **Los Angeles County**

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

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

### **City of West Hollywood**

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

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

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
 Phone: (213) 847-1922 -Fax: (213) 847-2777

**INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS**

1. **Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

- a. **Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.
  - b. **Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
  - c. **Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.
2. **Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).

**Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.**

3. **Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
4. **The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
 Phone: (213) 847-1922 - Fax: (213) 847-2744

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

**City Dept. Awarding Contract:** \_\_\_\_\_ **Contact/Phone:** \_\_\_\_\_

**SECTION 1. CONTACT INFORMATION**

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

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I am a one-person contractor, and I have no employees.  Yes  No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: \_\_\_\_\_

Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No

**SECTION 2. COMPLIANCE QUESTIONS**

Has your company previously submitted a Compliance Form and all supporting documentation?  Yes  No  
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	<b>BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS</b>	<b>This Benefit is Not Offered to Employees</b>	<b>This Benefit is Available to Employees</b>	<b>Available/Applies to Spouses of Employees</b>	<b>Available/Applies to Domestic Partners of Employees</b>
1	<b>Health Insurance (List Name of Carrier(s))</b>				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	<b>Dental Insurance (List Name of Carrier(s))</b>				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	<b>Vision Plan (List Name of Carrier(s))</b>				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities &	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# COMPLIANCE

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED.** Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

### SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

#### DECLARATION UNDER PENALTY OF PERJURY

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2744

**DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE**

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

**Health, Dental, Vision Insurance:** A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

**Pension/401(k) Plans:** Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

**Bereavement Leave:** Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

**Family Leave:** Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

**Parental Leave:** Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

**Employee Assistance Program (EAP):** The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

**Relocation & Travel:** Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

**Company Discounts, Facilities & Events:** Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

**Credit Union:** Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

**Child Care:** Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

**Other Benefits:** Documentation of any other benefits listed to indicate that they are offered equally.

REASONABLE MEASURES

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2744

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company Federal ID Number
Street Address City, State Zip
Contact Person/Title Telephone Number Fax Number

Before the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). To apply, contractors must submit:

- 1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

ACKNOWLEDGEMENT REGARDING APPLICATION

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (City) (State)

Name of Signatory (Print) Signature Title Date

**PROVISIONAL COMPLIANCE**

**CITY OF LOS ANGELES**

Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance

1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2744

**APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

**COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE.** Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance ("OCC"). (This form must be submitted with the EBO Compliance Form OCC/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

**A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS**

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

\_\_\_\_\_ - Date domestic partner (same and different sex) coverage will become effective.

**You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.**

**B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION**

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. **Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.**

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If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

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PROVISIONAL COMPLIANCE

C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if all of the following conditions are met.

- 1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

Required Information: Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

Name of Bargaining Unit: \_\_\_\_\_ Start date: \_\_\_\_\_ End date: \_\_\_\_\_
Name of Bargaining Unit: \_\_\_\_\_ Start date: \_\_\_\_\_ End date: \_\_\_\_\_
Name of Bargaining Unit: \_\_\_\_\_ Start date: \_\_\_\_\_ End date: \_\_\_\_\_

- 2. The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

By the end of negotiations, we agree to notify the OCC of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.

Name of Signatory (Print) Signature Title Date

- 3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the OCC for review.

DECLARATION UNDER PENALTY OF PERJURY

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

Name of Company Name of Signatory (Print) Signature Title

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## APPENDIX H

### CONTRACTOR RESPONSIBILITY ORDINANCE

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**The following two forms that comprise Appendix H are provided for your convenience. They are also available at these City web addresses:**

<http://bca.lacity.org/site/pdf/cro/CROO%20Service.PDF> (9 pages)

**and**

<http://bca.lacity.org/site/pdf/cro/CRO%20Pledge%20of%20Compliance.PDF> (1 page)

**Both forms must be printed, completed, and returned with the proposal.**



**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

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

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

**A. CONTACT INFORMATION**

## CITY DEPARTMENT INFORMATION

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 City Department/Division Awarding Contract

---

 City Contact Person

---

 Phone

---

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

## BIDDER/CONTRACTOR INFORMATION

---

 Bidder/Proposer Business Name

---

 Street Address

---

 City

---

 State

---

 Zip

---

 Contact Person, Title

---

 Phone

---

 Fax
**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

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

---

 Print Name, Title

---

 Signature

---

 Date

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

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

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

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

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes  No

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

6. Is your company in the process of, or in negotiations toward, being sold?

Yes  No

If Yes, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

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

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes  No

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

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

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

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

Yes  No

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

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes  No

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

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

Yes  No

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

**F. DISPUTES**

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

(a) Payment to subcontractors?

Yes     No

(b) Work performance on a contract?

Yes     No

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

Yes     No

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

Yes     No

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

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

Yes     No

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

**G. COMPLIANCE**

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

Yes     No

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

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

Yes     No

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



SERVICE

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

Yes     No

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

**H. BUSINESS INTEGRITY**

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

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

Yes     No

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

Yes     No

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

Yes     No

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

Yes     No

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

**CERTIFICATION UNDER PENALTY OF PERJURY**

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

\_\_\_\_\_  
Print Name, Title

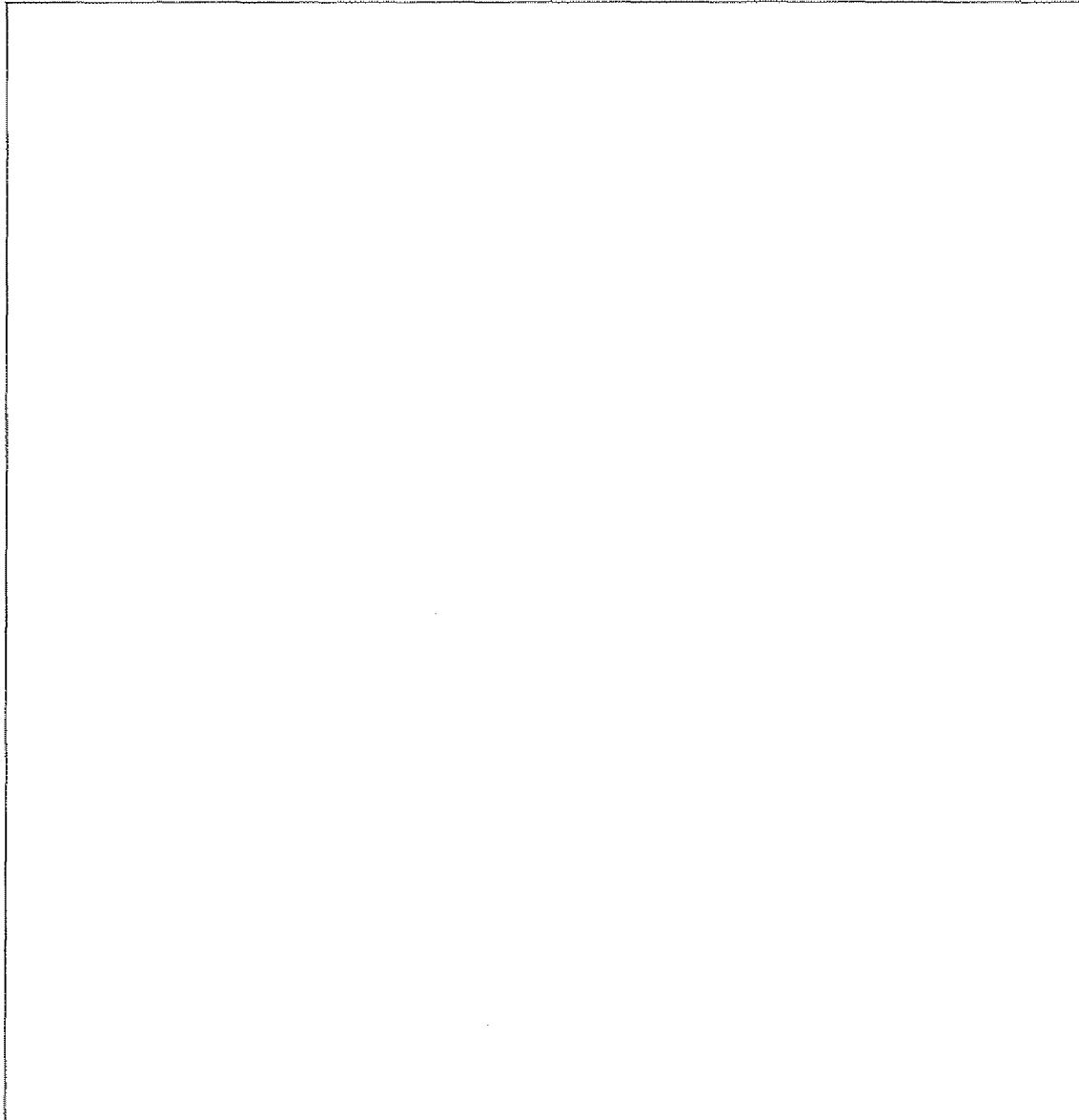
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT A FOR SECTIONS A THROUGH C**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the Internet for public review. Make copies of this Attachment if additional pages are needed.

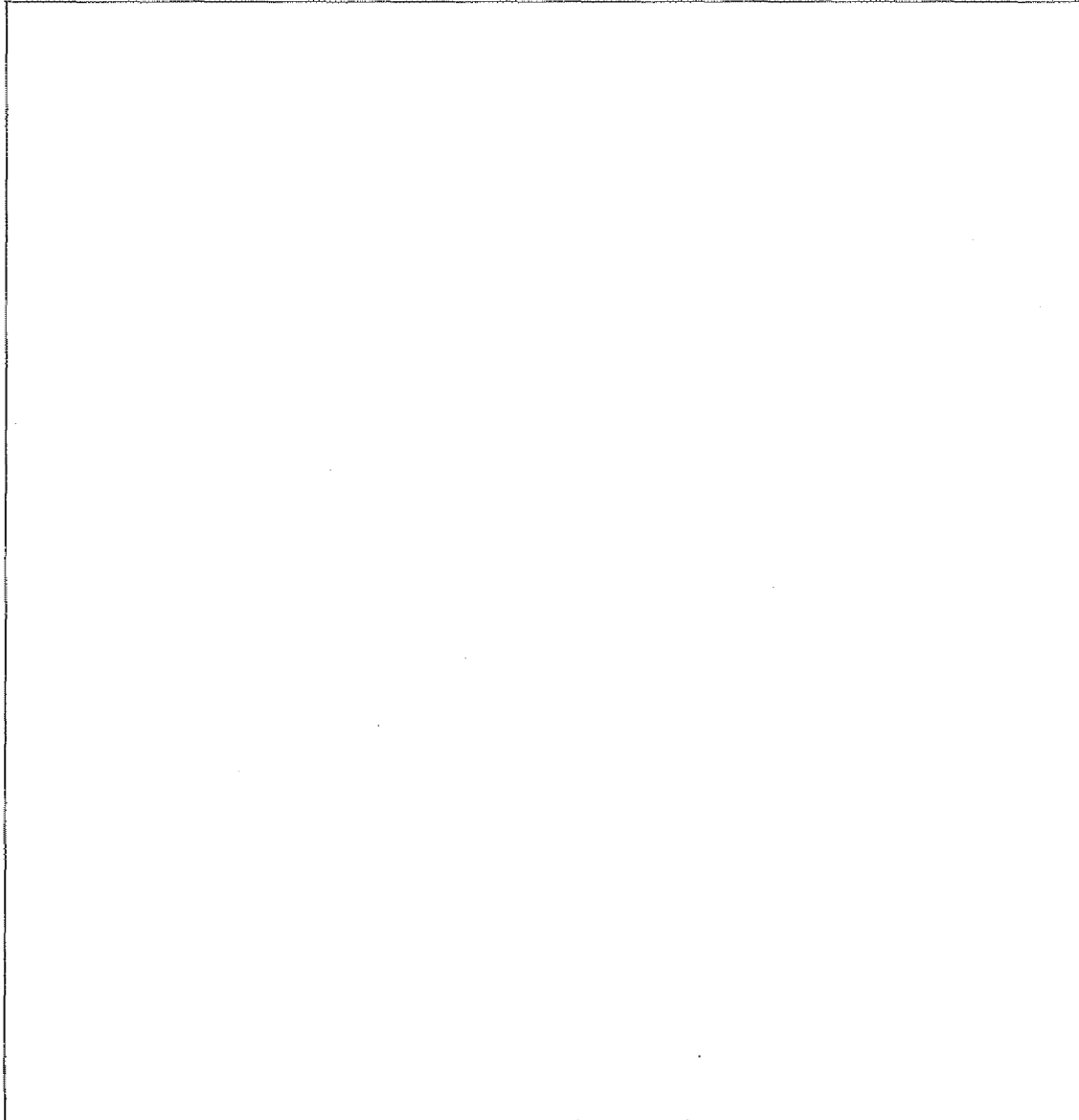
Page \_\_\_\_\_



**ATTACHMENT B FOR SECTIONS D THROUGH H**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_



## ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

**FEDERAL ENTITIES****Federal Department of Labor**

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

**Federal Department of Justice**

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

**Federal Department of Housing and Urban Development (HUD)**

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

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

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

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

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

**California's Department of Fair Employment and Housing**

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

**California Department of Consumer Affairs**

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

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

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

**OTHERS**

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

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

---

Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

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Awarding City Department

Contract Number

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APPENDIX I

SLAVERY DISCLOSURE ORDINANCE

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## CITY OF LOS ANGELES – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2744.

City Department Awarding Agreement: LAPD Department Contact Person: Karen Hysell

### AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, \_\_\_\_\_, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #	
Street Address	City	State	Zip

3. Has the Company submitted the SDO Affidavit previously?  NO  YES Date of prior submission: \_\_\_\_\_  
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in \_\_\_\_\_ (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

\_\_\_\_\_ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

\_\_\_\_\_ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

\_\_\_\_\_ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on \_\_\_\_\_ at \_\_\_\_\_,  
(Date) (City) (State)

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

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Awarding Authority** means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.



# SDO EXEMPTION

## CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 Fax: (213) 847-2744

### **SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION**

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. **The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.**

Name of contact person:	Title:
Department	Phone:
Signature	Date:

#### **Section 1: Awarding Department**

#### **Section 2: Contractor and Contract Information**

Company Name:	Federal ID #:	
Company		
City:	State	Zip
Purpose	Contract # (if any)	
Start Date:	End	Amount:

#### **Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.**

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

### **OCC USE ONLY**

**Approved:** \_\_\_\_\_ **Not Approved. (See attached memorandum.)** \_\_\_\_\_

**OCC Analyst:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### **THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL**

\_\_\_ Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

\_\_\_ Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

\_\_\_ Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

\_\_\_ Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

\_\_\_ Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

\_\_\_ Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

\_\_\_ Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

\_\_\_ Contracts entered into pursuant to Charter Section 371(e)(7).

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## APPENDIX J

### MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISE (WBE), AND OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTOR OUTREACH PROGRAM

The proposer attended the mandatory pre-proposal conference scheduled by the Police Department Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement will be waived if the proposer certifies in writing prior to the mandatory pre-proposal conference that it is informed as to those project requirements.

**Required Documentation:** a) Attend mandatory pre-proposal conference and be listed on the attendance sheet; or b) Submit a letter prior to the mandatory pre-proposal conference either by fax or by mail to the Project Manager listed for the direction of questions.

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## PERSONAL SERVICE CONTRACTS

### **MINORITY BUSINESS ENTERPRISE (MBE) WOMEN BUSINESS ENTERPRISE (WBE) AND OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTOR OUTREACH PROGRAM**

#### **A. POLICY AND GOOD FAITH EFFORT DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts greater than \$100,000. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in contracts. A proposer's good faith efforts to reach out to MBEs, WBEs and OBEs shall be determined by the level of effort put into achieving the following indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection. *Good Faith Effort is required even if the proposer has achieved the anticipated MBE/WBE participation levels.*

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

Each indicator (2-10) is evaluated on a pass/fail basis, i.e. either full or zero points can be achieved for compliance with each item (Partial credit will not be granted).

1	<b>LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION</b>	<b>No Points</b>
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The proposer made a good faith effort to obtain participation by MBEs, WBEs and OBEs that could reasonably be expected by the Police Department to produce a level of participation by interested sub-consultants, including a level of 5% MBE and 3% WBE.

2	<b>ATTENDED MANDATORY PRE-PROPOSAL CONFERENCE</b>	<b>10 Points</b>
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The proposer attended the mandatory pre-proposal conference scheduled by the Police Department Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement will be waived if the proposer certifies in writing prior to the mandatory pre-proposal conference that it is informed as to those project requirements.

**Required Documentation:** a) Attend mandatory pre-proposal conference and be listed on the attendance sheet; or b) Submit a letter prior to the mandatory pre-proposal conference either by fax or by mail to the Project Manager listed for the direction of questions.

3	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>	<b>10 Points</b>
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The proposer identified and selected specific items of the project to be performed by subconsultants in order to provide an opportunity for participation by MBEs, WBEs, and OBEs. The proposer shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs, and OBEs. The proposer shall provide a worksheet showing the estimated dollar amount of each of the elements identified and selected for subcontracting.

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

4	<b>ADVERTISEMENT</b>	<b>9 Points</b>
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The proposer advertised for subproposals or bids from interested business enterprises not less than ten (10) calendar days prior to the submission of proposal in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Police Department.

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

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

<b>5</b>	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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<b>15 Points</b>
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The proposer provided written notice\* of its interest in receiving subconsultant proposals to those business enterprises, including MBEs, WBEs and OBEs, having an interest in participating in such selected work. The notice shall include the work elements identified in the worksheet prepared for Indicator 3. All notices of interest shall be provided not less than **ten (10) calendar days** prior to the date the proposals are required to be submitted. In all instances, proposer is to document that information concerning its interest in sub-proposer work was sent to available MBEs, WBEs, and OBEs for each item of work to be performed.

**Required Documentation:** A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, Los Angeles Police Department project name, name of the proposer, and contact person's name, address, and telephone number.

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

### CERTIFICATION AGENCIES

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

City of Los Angeles

Bureau of Contract Administration	(213) 847-6480
Office of Contract Compliance	(213) 847-5566 FAX
600 S. Spring St., Suite 1300	
Los Angeles, CA 90014	

Caltrans

State of California, Department of Transportation	(916) 445-3520 directory orders
Civil Rights Group	<a href="http://www.dot.ca.gov/hq/bep/">http://www.dot.ca.gov/hq/bep/</a>
120 S. Spring Street	(916) 227-9691 electronic access
Los Angeles, CA 90012	

Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department	(213) 922-2600
1 Gateway Plaza	(213) 922-7660 FAX
Los Angeles, CA 90012	
	<a href="http://www.mta.net">http://www.mta.net</a>

<b>6</b>	<b>FOLLOW-UP ON INITIAL SOLICITATION</b>
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<b>10 Points</b>
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The proposer documented efforts to follow-up initial solicitations of interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project not less than **three (3) calendar days** prior to the date the bids were required to be submitted.

**Required Documentation:** A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Proposer must follow-up with all subconsultants to whom they sent letters (Indicator No. 5).

<b>7</b>	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>	<b>5 Points</b>
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The proposer provided interested subconsultants with information about the project scope, services requested, and other requirements for the selected subconsulting work.

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

<b>8</b>	<b>CONTACTED RECRUITMENT PLACEMENT ORGANIZATIONS</b>	<b>10 Points</b>
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The proposer requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and OBEs not less than **15 calendar days** prior to the submission of the proposals. Any legitimate association concerning MBE, WBE or OBE activities not on the following list may also be contacted for this purpose.

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

#### RECRUITMENT/PLACEMENT ORGANIZATIONS

Mayor's Office of Economic Development L.A. Opportunities For Procurement And Services (LA OPS) 200 N. Spring Street, Room M-175A Los Angeles, CA 90012 Attn: David Mora, Director	(213) 978-0686 (213) 978-0700 FAX <a href="http://www.lamboc.org">http://www.lamboc.org</a>
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National Center for American Indian Enterprise Development 11138 Valley Mall, Suite 200 El Monte, CA 91731 Attn: Dan Lucero, Management Consultant	(626) 442-3701 (626) 442-7115 FAX <a href="http://www.ncaied.org">http://www.ncaied.org</a>
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Latin Business Association (LBA) 5400 E. Olympic Blvd., Suite 130 Los Angeles, CA 90022 Attn: Belzi Palencia, Membership Director	(323) 721-4000 (323) 722-5050 FAX <a href="http://www.lbausa.com">http://www.lbausa.com</a>
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Black Business Association (BBA) 5444 Crenshaw Blvd., 2 <sup>nd</sup> Floor Los Angeles, CA 90043 Attn: Earl "Skip" Cooper II	(323) 291-9334 (323) 291-9234 FAX <a href="http://www.bbala.org">http://www.bbala.org</a>
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Asian Business Association (ABA) 988 N. Hill Street, Suite 119 Los Angeles, CA 90012 Attn: Jonathan Hou, President	(213) 625-2221 (213) 625-2087 FAX <a href="http://www.asiabiz.com">http://www.asiabiz.com</a>
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National Association of Women Business Owners (NAWBO) 404 S. Figueroa St., Suite 204 Los Angeles, CA 90071 Attn: Sonya Levy Wayne, Executive Director	(800) 266-8762 (213) 622-6659 FAX <a href="http://www.nawbola.org">http://www.nawbola.org</a>
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Although e-mail addresses have been provided, it should be noted that no credit will be awarded for Indicator Number 8 if the letters are sent to the organizations via e-mail.

<b>9</b>	<b>NEGOTIATED IN GOOD FAITH</b>	<b>26 Points</b>
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The proposer negotiated in good faith with interested MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory proposals prepared by any enterprise.

**Required Documentation:** a) Copies of all MBE/WBE/OBE proposals or quotes received; and b) Summary sheet organized by work area, listing proposals received and the subconsultant selected for that work area. If the proposer elects to perform a listed work area with its own staff, include an explanation

<b>10</b>	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>	<b>5 Points</b>
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The proposer documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines of credit, or insurance required by the City or proposer.

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

## **B. SUBMITTAL DOCUMENTS**

### 1. MBE/WBE/OBE Subcontractors Information Form (Schedule A)

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

### 2. Final Report of Subcontracting (Schedule B)

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

## **C. DEFINITIONS**

### 1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:

- a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and



- b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise that does not otherwise qualify as a Minority or Women Business Enterprise.
3. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
4. Certification as a Minority or Women Business Enterprise: a MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration, Office of Contract Compliance; 2) State of California Department of Transportation (Caltrans); or 3) Los Angeles County Metropolitan Transportation Authority prior to the Awarding Authority's approval to negotiate a contract if credit is to be allowed towards the anticipated levels of MBE/WBE participation on this project.

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

- a. City of Los Angeles  
The Office of Contract Compliance, Room 1300, 600 S. Spring St., Los Angeles, CA 90014, Telephone: (213) 847-6480 FAX: (213) 847-5566
- b. Caltrans  
State of California, Department of Transportation, Civil Rights Group,  
120 S. Spring Street, Los Angeles, CA 90012, Telephone: (213) 897-0606  
To order a directory, call (916) 445-3520.  
For more information regarding electronic access, call (916) 227-9591  
Internet address: <http://www.dot.ca.gov/hq/bep/>
- c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department, 1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
5. Good Faith Effort Documentation: *Prior to proposal submittal* the proposer must take affirmative steps to assure that minority and women owned and controlled businesses are considered along with other business enterprises whenever possible as sources of supplies and services. The Good Faith Effort Documentation, as specified for each indicator herein, must be submitted with the proposal. Failure to submit the Good Faith Effort Documentation will result in the proposal to be found non-responsive.



Personal Services Contracts: Contracts for professional services whose consultant selection is based on technical proposals and/or qualifications rather than through the competitive bid process.

6. Subconsultant: For the purpose of this program, the term "Subconsultant" denotes an agreement between the prime consultant and the individual, firm or corporation (MBE/WBE/OBE) for the performance of a particular portion(s) of the work and the completion of which the consultant is obligating itself.
7. Participation Recognition:
  - a. Work performed by a prime consultant will not be considered for credit in computing the anticipated levels of MBE/WBE participation established by the Awarding Authority for this project. The prime consultant will be required to make good faith efforts to obtain reasonable expected participation levels through subconsulting or materials and supplies acquisition.
  - b. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the anticipated levels of MBE/WBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - c. MBE/WBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
  - d. A firm that qualified as both a MBE and a WBE will be credited as MBE participation or as WBE participation, but will not be credited for both.

#### **D. SUBCONTRACTS**

Substitution: The contract document requires that the proposer's levels of MBE/WBE/OBE participation, if any, shall be maintained throughout the duration of the contract. If the substitution of a subconsultant lowers the pledged levels of MBE/WBE/OBE participation, the Los Angeles Police Department requires the consultant to demonstrate a good faith effort to provide MBE, WBE, and OBE firms an equal opportunity to compete for the subcontracting work being substituted.

#### **E. NON-COMPLIANCE**

The City will, when deemed appropriate, provide contract provisions relating to consultant's failure to comply with their pledged levels of MBE/WBE;/OBE participation. Under these provisions:

1. Retainage of five percent (5%) of the monthly payment(s) shall be withheld when it is determined that the submitted MBE/WBE/OBE utilization (verified by City staff) are not being met. Retainage would be released upon compliance with the utilization plan.
2. In the event of non-compliance, i.e., a consultant is not achieving the contractually agreed upon MBE/WBE/OBE levels of participation, the "retainage", or part thereof, shall be assessed by the City as a penalty and/or the contract terminated.

#### **F. FINAL SUBCONTRACTING REPORT**

Upon completion of the contract, but prior to contract acceptance or release of any retention money owed to the consultant, the consultant must submit the final subcontracting report, Schedule B. The Police Department Contract Coordinator shall contact all subconsultants to verify the amounts paid by the contractor.

#### **G. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Police Department to reject all proposals in accordance with Charter Section 386.

**LOS ANGELES POLICE DEPARTMENT**

**MBE/WBE/OBE SUBCONTRACTORS INFORMATION FORM  
SCHEDULE A**

RFP/RFQ Title
---------------

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE /OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE PARTICIPATION			Signature of Person Completing This Form
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	Title                      Date
TOTAL WBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED WITH PROPOSAL**

**LOS ANGELES POLICE DEPARTMENT**

**FINAL REPORT OF SUBCONTRACTING AND PURCHASES  
SCHEDULE B**

RFP/RFQ Title	Contract No.
---------------	--------------

Proposer	Address
Contact Person	Phone/Fax

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE	WBE	DOLLAR VALUE OF SUBCONTRACT

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
<b>MBE Participation</b>				<b>WBE Participation</b>			

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Title Date  
**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

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**APPENDIX K**

**STANDARD PROVISIONS FOR CITY CONTRACTS  
(REV. 3/09)**

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# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

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

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

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

**PSC-6. AMENDMENT**

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

**PSC-7. EXCUSABLE DELAYS**

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

**PSC-8. BREACH**

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

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

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

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

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

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

**PSC-11. INDEPENDENT CONTRACTOR**

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

**PSC-12. CONTRACTOR'S PERSONNEL**

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

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

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

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

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

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

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

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

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

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

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

#### **PSC-18. FALSE CLAIMS ACT**

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

#### **PSC-19. BONDS**

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

#### **PSC-20. INDEMNIFICATION**

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

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

**PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

**PSC-23. OWNERSHIP AND LICENSE**

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

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



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

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

**PSC-24. INSURANCE**

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

**PSC-25. DISCOUNT TERMS**

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

**PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

**PSC-27. NON-DISCRIMINATION**

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

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

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

**PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

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

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

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

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

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

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

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

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

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

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

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

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

**PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

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

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

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

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



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

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

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

**PSC-32. AMERICANS WITH DISABILITIES ACT**

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

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

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

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

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

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

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

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

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

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

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

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

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

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

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

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

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

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

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

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

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

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

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

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

**Exhibit 1 (Continued)  
Required Insurance and Minimum Limits**

Name: Official Police Garage for Standard Date: \_\_\_\_\_  
**Towing & Storage in [INSERT SERVICE AREA]**

Agreement/Reference: RFP No. 09-980-003

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation (Statutory Limit/Employer's Liability)	WC <u>Statutory</u> EL _____
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	\$1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$2,000,000
____ Professional Liability (Errors and Omissions)	
<input checked="" type="checkbox"/> Garage Keepers Liability	\$ 500,000
<input checked="" type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	\$ 100,000
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake <input checked="" type="checkbox"/> <u>Cargo/Property and Theft</u>	
<input checked="" type="checkbox"/> Onhook Liability	\$ 150,000
<input type="checkbox"/> _____	
____ Surety Bond - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
____ Crime Insurance	

Other: *"Instructions and Information on Complying with City Insurance Requirements"* (Appendix L) is attached.

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**APPENDIX L**

**INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS  
(REV. 9/06)**

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CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the types of coverage and minimum dollar amounts specified on the Required Insurance and Minimum Limits sheet (Form Gen. 148) included in your CITY documents.

2. **When to submit** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For As-needed Contracts, insurance need not be submitted until a specific job has been awarded. Design Professionals coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** An Insurance Industry Certificate of Insurance (such as an ACORD Certificate) containing a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**Acceptable Alternatives to Insurance Industry Certificates of Insurance:**

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval.

**Additional Insured Endorsements DO NOT apply to the following:**

- Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability insurance.

Completed Insurance Industry Certificates of Insurance can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management ((213) 978-7615 or (213) 978-7618). Electronic submission is the preferred method of submitting your documents. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://www.lacity.org/cao/risk/index.htm>.

4. **Renewal** When an existing policy is renewed, submit an Insurance Industry Certificate of Insurance or a renewal endorsement. If your policy number changes, you must submit a new Additional Insured Endorsement.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://www.lacity.org/cao/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability insurance** covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. Sexual Misconduct coverage is a required coverage when the work performed involves minors. Fire Legal Liability is required for persons occupying a portion of CITY premises. (Information on two City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability insurance** is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions coverage** will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability insurance** are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of CONTRACTOR/CONSULTANT.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Builder's Risk/Course of Construction is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety coverage** may be required to guarantee performance of work. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the Bond Assistance Program Los Angeles at <http://www.inwis.com/citylosangeles.htm> or call (213) 327-0288 for more information.

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**APPENDIX M**

**LOS ANGELES MUNICIPAL CODE,  
ORDINANCE No. 165042**

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ORDINANCE NO. 165042

An ordinance amending Section 12.17.6 of the Los Angeles Municipal Code to permit Official Police Garages by right in the M1 Zone with limitations.

THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:

Section 1. A new Subdivision 8 is hereby added Subsection A of Section 12.17.6 of the Los Angeles Municipal Code to read:

8. Official Police Garages as designated by the Los Angeles Police Commission for the storage of impounded, abandoned or partially dismantled automobiles, subject to the following limitations

a) the use is located 300 feet or more from property in an A or R zone;

b) the use is conducted wholly within an area completely enclosed with a solid masonry wall or solid fence not less than 8 feet in height with necessary solid gates of like height;

c) no dismantling of vehicles or crushing, smashing, baling reduction of metal takes place on the premises;

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d) all property adjacent to any street is landscaped to a minimum depth of 2 feet measured at a right angle from the adjacent street, and extending the full length of the property contiguous to such street except for area necessary for ingress and egress; and

e) paved off-street parking spaces are provided for buildings as required by Section 12.21 A of this Code, and in addition for all other portions of the lot, other than public parking areas, as follows:

(1) for one acre or less, a minimum of six spaces;

(2) for more than one acre but not more than two acres, one space for each 12,000 square feet of lot area; and

(3) for each acre exceeding two, one space for each acre of lot area; and

f) no material shall be stored to a height greater than the height of the enclosing wall or fence.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of JUL 12 1989

ELIAS MARTINEZ, City Clerk,

By Edward Callahan,  
Deputy,

JUL 19 1989

Approved.....

Tom Bradley  
Mayor.

Approved as to Form and Legality

LAJ 362141 7/26

JUN 21 1989  
JAMES K. HAHN, City Attorney,

Pursuant to Sec. 97.8 of the City Charter, approval of this ordinance recommended for the City Planning Commission.....

By Claudia McGee Henry  
CLAUDIA MCGEE HENRY  
Senior Assistant City Attorney

JUN 19 1989

File No. 86-1461.

See attached report  
Kenneth Estep  
Director of Planning