

**APPROVED**

12-14-2016

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 16-256

DATE: December 14, 2016

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: TREGNAN GOLF ACADEMY – RELEASE OF A REQUEST FOR PROPOSAL FOR A DIRECTOR OF INSTRUCTION; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE II, SECTION 1.

|            |       |             |       |
|------------|-------|-------------|-------|
| A.P. Diaz  | _____ | *V. Israel  | _____ |
| R. Barajas | _____ | K. Regan    | _____ |
| H. Fujita  | _____ | N. Williams | _____ |



\_\_\_\_\_  
General Manager

Approved ✓                      Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a Request for Proposal (RFP) for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy, for a one-year contract, with two one-year extension options at the sole discretion of the General Manager, herein included as Attachment 1, subject to review and approval by the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFP to the City Attorney for review and approval as to form;
3. Direct Department of Recreation and Parks (RAP) staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process for the Director of Instruction for Youth, Family and Seniors Professional Services Contract;
4. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services; and,
5. Authorize the General Manager or Designee to make any necessary technical changes to the RFP to implement the Board's intentions.

SUMMARY:

In July 2000, the Golf Division began operation of the Tregnan Golf Academy (TGA) in Griffith Park. This state-of-the-art training and practice facility features three practice holes, a 15-stall 200-yard driving range, putting area, chipping area, practice bunker and learning center. TGA serves the community as an affordable introduction to golf, providing the skills, knowledge and confidence to play; ensuring the golf programs are accessible, affordable, and enjoyable. To date, approximately twenty-five thousand (25,000) youth, five hundred (500) women, and three

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hundred (300) seniors have participated. Lessons and fees at TGA are:

| <b>Title</b>                                | <b>Duration</b>         | <b>Fees</b> |
|---------------------------------------------|-------------------------|-------------|
| Open Enrollment (Ages 7-17)                 | Nine 1.5 hour sessions  | \$85.00     |
| Little Linksters & Pro Linksters (Ages 5-6) | Nine 1 hour sessions    | \$60.00     |
| Summer/Winter/Spring Camp                   | Per week                | \$150.00    |
| Junior Tour at Harding/Roosevelt/Los Feliz  | Nine weeks              | \$85.00     |
| Family Golf                                 | Four 1.5 hour sessions  | \$70.00     |
| Senior Golf & Mom's Day Out                 | Seven 1.5 hour sessions | \$80.00     |

Outreach to youth helps grow future play of golf in the City. Part of TGA's mission is to reach underserved youth who have limited access to golf programs. RAP's assistance includes discounted registration fees and transportation from approximately twelve (12) RAP Recreation Centers. On occasion, scholarships are available to youths in need of financial assistance. Scholarships have been made possible by donations from private parties, corporations, and the American Legion.

Recently, TGA provided nine-week classes with the following number of youth registrants:

| <b>Year</b> | <b>Session</b>       | <b>Boys</b> | <b>Girls</b> | <b>Total</b> |
|-------------|----------------------|-------------|--------------|--------------|
| 2015        | Winter Classes       | 219         | 151          | 370          |
|             | Spring Classes       | 253         | 163          | 416          |
|             | Early Summer Classes | 222         | 146          | 368          |
|             | Late Summer Classes  | 251         | 163          | 414          |
|             | Fall Classes         | 239         | 155          | 394          |
| 2016        | Winter Classes       | 217         | 137          | 354          |
|             | Spring Classes       | 253         | 153          | 406          |
|             | Early Summer Classes | 230         | 138          | 368          |
|             | Late Summer Classes  | 270         | 139          | 409          |
|             | Fall Classes         | 221         | 155          | 376          |

All participants learned the rules, etiquette, and safety regulations of golf; and received skill development instruction to compete in golf tournaments and learned to play the game at an advanced level.

In July 2009, an RFP was released for Golf Youth Instructor (Board Report No. 09-195) (Attachment 2) resulting in the receipt of two proposals. On July 14, 2010, Contract No. 3321 was executed between the City of Los Angeles and Jeffrey T. Barber (Barber) for Golf Youth Instructor Services for a term of one year with two one-year extension options to renew (Board Report No. 10-127) (Attachment 3). Two Amendments were approved by the Board which extended Mr. Barber's contract to years four and five, and years six and seven, respectively. Year seven is scheduled to terminate on June 30, 2017.

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The existing contract and amendments contain contract ceilings for Annual Salary based on Forty-hour work weeks. The last five years have remained unchanged at Thirty Dollars (\$30.00) per hour. Mr. Barber was also permitted to use the RAP Facility to provide/profit from private lessons for a Ten Percent (10%) Facility Use Fee. Under a new RFP, RAP staff recommends updating the hourly wage to a maximum of Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour, or based on a Forty-hour maximum work week – Three Thousand Dollars (\$3,000.00) bi-weekly. Allowing for two weeks unpaid time off, this would result in a one-year contract ceiling of Seventy-Five Thousand Dollars (\$75,000.00), or Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) if both one-year extension options are approved by RAP. Proposers may elect to propose an amount below the contract ceiling to be competitive. The private lesson option has been removed from the RFP but is available under a different program administered by RAP.

RAP Staff has developed and is ready to release an RFP, at the direction of the Board, to continue and expand the golf program to other golf facilities in the City with a revised focus to youth, family and seniors. This will include the development and implementation of a golf class curriculum for these groups under various ability levels and accommodating those with special needs in accordance with Professional Golfers' Association of America (PGA) guidelines.

### Evaluation Process

The evaluation process consists of two Levels: Level I is a check and review for compliance and submittal documents. Level II is a comprehensive evaluation of proposals by a panel composed of City employees, though RAP reserves the right to use outside individuals to assist with or perform the evaluation. Proposers must successfully pass Level I to proceed to Level II.

The responsive proposals to Level I will be evaluated on the criteria below (Level II):

- Background and Experience (50 points)
- Curriculum (30 points)
- Compensation (20 points)

### Recommendation

The highest ranked proposer will be recommended for a one-year contract, with two one-year extension options exercisable at the sole discretion of the General Manager, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) per year and Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) over the term of the contract.

The compensation amount is an estimate, and RAP does not guarantee that the maximum amount will be reached. The contract awarded through this RFP shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev. 3/09).

The RFP will be advertised in the *Daily Journal* and the PGA Job Finder website; available on the RAP website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by the Golf Division. The anticipated time of completion for this RFP process is approximately six to seven months.

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Interested parties will be invited to a pre-proposal conference to be held approximately three weeks after the release of the RFP in order to provide proposers with a review of the submittal documents and compliance documents.

Funding for service will be provided from RAP Municipal Recreation Program, Fund 52H, Department 89, Golf Account 3150.

### Charter Section 1022 Determination

On October 14, 2016, the Personnel Department completed a Charter Section 1022 review and determined that there are currently no City employees that can perform the services being proposed for contracting. RAP does not have personnel with the necessary knowledge and expertise to provide for the development and implementation of golf class curriculum or specialized instruction that is critical to the program's development, including the requirement of maintaining Class "A" PGA certification status during the term of the contract. These skills are beyond City staff's abilities or experience; therefore, it is more feasible to secure these services through a professional services contract.

### ENVIRONMENTAL IMPACT STATEMENT

Approval and release of the RFP does not impact the California Environmental Quality Act (CEQA) Guidelines.

### FISCAL IMPACT STATEMENT

Releasing the RFP has no impact on RAP's General Fund.

This Report was prepared by Stanley Woo, Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

### LIST OF ATTACHMENTS

- 1) RFP for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy
- 2) Board Report No. 09-195
- 3) Board Report No. 10-127



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposal (CON-XXX-XXX)

### DIRECTOR OF INSTRUCTION

For Youth, Family and Seniors  
At Tregnan Golf Academy



**Release Date:** December 28, 2016  
**Pre-Proposal Conference:** January 10, 2017 (see Exhibit B)  
**Due Date:** February 7, 2017 (see Exhibit B)

**Deliver To:** City of Los Angeles  
Department of Recreation and Parks  
Board of Recreation and Park Commissioners  
221 N. Figueroa Street, 3<sup>rd</sup> Floor, Rm. 300  
Los Angeles, CA 90012

RFP Coordinator: Stanley Woo, Management Analyst II  
Email: [Stanley.Woo@lacity.org](mailto:Stanley.Woo@lacity.org)  
Telephone: (213) 202-4323  
Fax: (213) 202-4311  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)  
<http://www.labavn.org/>

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**REQUEST FOR PROPOSALS  
FOR  
DIRECTOR OF INSTRUCTION**

**I. INTRODUCTION**

The City of Los Angeles (City) Department of Recreation and Parks (RAP) is pleased to offer an opportunity for a well-qualified individual to serve as Director of Instruction at Tregnan Golf Academy (TGA) (Exhibit I) in Griffith Park.

Built by private donations and foundation grants, TGA is a state-of-the-art training and practice facility designed primarily for youth. TGA features 3 practice holes, a 15-stall 200-yard driving range, putting area, chipping area, practice bunker and learning center.

A golf instruction program was developed at TGA to include golf playing rules, etiquette, safety regulations and specialized instructions. The program was designed to target underrepresented groups, such as youth and seniors. With the assistance of a Director of Instruction, RAP may expand the program to other golf courses throughout the City.

Proposers should demonstrate the ability to operate this type of business under guidelines of the Professional Golfers' Association (PGA), and document compliance with appropriate laws and regulations. Instructions to Proposers are provided in Exhibit B.

The selected proposer (Contractor) shall demonstrate the ability to implement a youth, family and seniors instruction program (Program) that will meet or exceed RAP objectives and incorporate innovative ideas as approved by RAP.

**II. OBJECTIVE**

RAP seeks an experienced contractor to continue the development and operation of a program directed at youth, family and seniors. This includes developing a golf class curriculum in accordance with PGA guidelines.

The objective of this Request for Proposal (RFP) is to enter into a Professional Services Contract (Contract) with the most qualified proposer responding to this RFP. Proposers must have experience in golf instruction to youth, family and seniors at public or private golf courses. Preference will be given to proposers who have earned Class "A" (PGA) status.

The term of this Contract will be one year, with two one-year renewal options, exercisable at the sole discretion of the General Manager. Compensation will not exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour, Forty (40) hours per week, with a maximum of two thousand (2,000) hours per year. Note: two thousand (2,000) hours = fifty (50) forty (40)-hour work weeks. Compensation will not exceed Seventy-Five Thousand Dollars (\$75,000.00) per year, and total compensation over the

possible three year term of the contract will not exceed Two Hundred Twenty-five Thousand Dollars (\$225,000.00). Proposers shall indicate acceptable hourly compensation at or under the Thirty-Seven Dollars and Fifty Cents (\$37.50) limit.

Contract amounts stated herein are an estimate; there is no guarantee that the total compensation amount will be reached. RAP guarantees no minimum amount of business or compensation. The Contract awarded through this RFP shall be subject to funding availability and to earlier termination by RAP, as provided in Standard Provisions for City Contracts (Rev. 3/09) (Exhibit A).

RAP will provide equipment and materials necessary for the golf program, such as golf clubs, instructional golf equipment and training aids for participants.

### **III. DUTIES AND RESPONSIBILITIES**

Under the guidance and direction of the Golf Manager or Designee, Contractor must be willing and able to commit to the following:

1. Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to continue development and operation of the Program.
2. Develop and implement golf curriculum and instruction with varied ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including but not limited to:
  - a. Golf playing rules, etiquette, and safety regulations.
  - b. Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
  - c. Preparation for tournament and advanced play.
3. Provide professional golf instruction and spend at least fifty percent (50%) of the total number of hours on direct instruction activities.
4. No discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
5. Assist with managing operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
6. Implement golf class programs, including supervising the execution of curriculum by RAP employed instructors.



7. Assist with selection and training of RAP employed instructors.
8. Expand the current Program developed for TGA to other City golf facilities.
9. Organize golf tournaments and special events for Program participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
10. Assist with securing sponsorship from, and developing partnership opportunities with, the private sector.
11. Represent the Program at various community or professional events, meetings or seminars, at the discretion of the Golf Manager or designee.
12. Maintain professionalism. CONTRACTOR while on or about the premises and during promotion of the program away from the FACILITY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
13. Work within designated hours of operation, unless directed otherwise by the Golf Manager or designee.
14. Provide advance notice of a minimum of forty-eight (48) hours to the Golf Manager or designee and obtain written approval before taking unpaid time-off or working less than twenty hours per week.
15. Submit invoices for payment on a bi-weekly basis for hours worked to the Golf Manager or designee. Contractor shall not work and invoice for more than eighty hours on a bi-weekly basis. Working in excess of forty (40) hours per week is not permitted without prior approval of the Golf Manager or designee. "Banking" of hours for future redemption invoicing is not allowed.
16. Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit F).
17. Make no representation that Contractor is an employee of the City.
18. Undergo background check and fingerprinting.
19. Provide documentation to confirm freedom from communicable Tuberculosis.

#### IV. COMPLIANCE DOCUMENTS

As part of the RFP process, all proposers are to review, complete, and submit the compliance documents attached hereto as Exhibit D, which contains information, related forms, and instructions.

Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on the City's Bureau of Contract Administration (BCA) website (<http://bca.lacity.org/index.cfm>), and/or by phone with the administering City Department or agency of a given ordinance or compliance document. Exemptions from certain ordinances may apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

#### V. PROPOSAL ITEMS

The following Section, along with the Duties and Responsibilities (Section III) and the Standard Provisions for City Contracts (Rev. 3/09) (Attachment A), will comprise the fundamentals of the Contract. In the written proposal, proposers should include detailed responses to each of the Proposal Submittal Items. If selected, the proposer must be willing and able to commit to the Proposal Submittal Items.

Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

**NOTE: ONLY ONE OPTION FOR EACH PROPOSAL CRITERION WILL BE ACCEPTED PER SUBMITTAL. MULTIPLE PROPOSAL OPTIONS CONTAINED IN A SINGLE PROPOSAL WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP. HOWEVER, PROPOSERS ARE WELCOME TO SUBMIT MORE THAN ONE PROPOSAL IN RESPONSE TO THIS RFP.**

##### **A. Executive Summary**

The Executive Summary must be limited to two typed pages (single-space, 12 font, or similar) and must provide a comprehensive but concise summary of the Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified person to provide the services outlined in this RFP. Include name and address of the Proposer, telephone number and e-mail address.

##### **B. Background and Experience**

Only entities that possess relevant experience providing golf instruction services

and programming to youth, family, and seniors at public or private golf courses will be considered. Proposer shall submit a list of their experience, qualifications and references as stated below:

1. Experience and Qualifications

The following are items that are to be included to present the Proposer's qualifications:

- Time in business providing golf instruction (in years and months).
- Business Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or limited Liability Company (LLC), etc.
- List current operational location(s).
- Provide copy of Class "A" Professional Golfers' Association (PGA) teaching card.
- Additional relevant certifications and/or documentation which demonstrates Proposer's experience and qualifications.
- Provide past two years' annual gross revenue figures as stated on Proposer's 2014 and 2015 Federal tax returns (include copies).

2. Experience with Similar Contracts

Proposer shall list experience providing golf instruction services to youth, family and seniors; and developing these types of golf programs, at public or private golf courses. Complete the "Experience with Similar Contracts" Table (Exhibit H) to include the following information:

- Client's name and address.
- Dollar amount of the entire project.
- Beginning and ending dates of the contracts.
- Contact person to provide reference (include name, title, telephone number, and e-mail address).
- Scope of Services including titles, duties, and tasks.
- Contracts terminated since 2005 with an explanation of reason(s) for termination.

3. References

Proposer shall attach at least two (2) reference letters from former or current employers or contracting organizations to document work experience and client satisfaction. The letters are to include name, business address, and phone number of contact person.

Note: submission of a proposal in response to this RFP constitutes authorization for RAP to contact any previous clients for information on the proposer.

**C. Proposed Curriculum**

1. Proposer shall submit a written golf class curriculum for youths, family, and seniors – respectively, ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including, but not limited to:

- Golf playing rules, etiquette, and safety regulations.
- Specialized instruction, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
- Preparation for tournament and advanced play.
- Teaching methods and approach to providing the services requested in this RFP.
- Include sample handouts, quizzes, and other teaching aids.
- Include sample program descriptions, flyers, brochures or other promotional material.

**D. Proposed Compensation**

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.

| Item # | Item Description                   | Amount |
|--------|------------------------------------|--------|
| D.1    | Proposed hourly compensation rate. |        |

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (first renewal option).

| Item # | Item Description                   | Amount |
|--------|------------------------------------|--------|
| D.2    | Proposed hourly compensation rate. |        |

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (second renewal option).

| Item # | Item Description                   | Amount |
|--------|------------------------------------|--------|
| D.3    | Proposed hourly compensation rate. |        |

**VI. CONTRACTUAL AND OPERATING RESPONSIBILITIES**

If awarded a contract, the Contractor will be obligated to perform the responsibilities as described in:

- 1) This RFP.
- 2) The submitted proposal in response to this RFP.
- 3) The Sample Contract for the Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy (Exhibit E). Please note that the Sample Contract will be modified to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- 4) Compliance documents as described in Section V.
- 5) The Standard Provisions for City Contracts (Rev. 03/09 or latest version) (Exhibit A).
- 6) Insurance Requirements acceptable to the CAO Risk Manager for Director of Instruction for Youth, Family and Seniors at TGA, and City as an additional insured (Exhibit F).

## VII. EVALUATION AND AWARD

### A. Evaluation Process and Scoring Criteria

RAP reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. **Each proposer must pass Level I in order to advance to Level II.**

**Level I – Compliance with RFP Submission Requirements:** RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with requirements and document submissions.

In order to be found responsive to the RFP under Level I Evaluations, Proposals must include:

- Proposal Submission Letter (Exhibit G)
- Proposal Deposit of Two Thousand Dollars (\$2,000.00). (Exhibit B)
- Compliance Documents - referenced in Section IV. (Exhibit D)
- Proposal Items – referenced in Section V. (Exhibits C and H)

### **Level II – Evaluation and Scoring Criteria of Proposal Items:**

For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below:

Background and Experience (50 points possible): RFP Section V.B

Curriculum (30 points possible): RFP Section V.C

Compensation (20 points possible): RFP Section V.D

### B. Evaluation and Recommendation

Responsive proposals will be scored in each of the criteria above and ranked according to scores by an evaluation panel comprised of qualified persons, which may include individuals outside RAP. Interviews of the Proposers may be scheduled for the purpose of clarifying matters or responding to questions by the Evaluation Panel.

The City reserves the right to conduct investigations with respect to the qualifications of each Proposer and any information contained in its proposal.

All proposals will be evaluated on the basis of the criteria listed above and the ranking of the panel will serve as a basis to formulate the RAP General Manager's written recommendation to the Board of Recreation and Park Commissioners (referred to herein as, "Board").

**C. RAP Award**

The General Manager recommends contract awards to the Board. RAP shall notify all proposers of the recommendation.

The Board will consider the General Manager's recommendation during a public Commission meeting and may accept or reject the recommendation in making their decision as to the selection.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Contracts are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Contract.

Upon award, Contractor will complete and submit the additional documents as required by this RFP, City Ordinance, State and/or Federal laws within sixty (60) days of written notification by RAP. If Contractor does not execute the awarded contract and any other necessary documents within sixty (60) calendar days of receiving the contract for signature, RAP may unilaterally rescind the contract award at its sole discretion.

**D. Protest to RFP or RFP Provision**

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten (10) calendar days after the RFP or addendum is issued, provide written notice to RAP, setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**E. City's Right to Reject Proposals and to Waive Informalities**

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."

**F. Constitutional and Other Limits on Contractor's Rights to Exclusivity**

Notwithstanding exclusivity granted to the Contractor by the terms of the awarded Contract, the City in its discretion may require Contractor, without any reduction in cost recovery reimbursement fees or other valuable consideration to Contractor, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to,

protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

**IMPORTANT:**

**Charter Section 371(e)(10)**

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of RAP operations. To select the best proposer for this operation, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP needs and therefore opts to utilize the standard request for proposals process.

**VIII. EXHIBITS**

- A. Standard Provisions for City Contracts (Rev. 3/09 or latest version)
- B. Instructions to Proposers
- C. Level I Requirements
- D. Compliance Documents
- E. Sample Contract for Director of Instruction
- F. Insurance Requirements and Instructions
- G. Proposal Submission Letter
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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: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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                                                                                    |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>                                | <b>WC</b> <u>Statutory</u><br><b>EL</b> _____                                             |
| <input type="checkbox"/> Waiver of Subrogation in favor of City                                                        | <input type="checkbox"/> Longshore & Harbor Workers<br><input type="checkbox"/> Jones Act |
| <b>General Liability</b> _____                                                                                         |                                                                                           |
| <input type="checkbox"/> Products/Completed Operations                                                                 | <input type="checkbox"/> Sexual Misconduct _____                                          |
| <input type="checkbox"/> Fire Legal Liability _____                                                                    |                                                                                           |
| <input type="checkbox"/> _____                                                                                         |                                                                                           |
| <b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work) _____ |                                                                                           |
| <b>Professional Liability</b> (Errors and Omissions) _____                                                             |                                                                                           |
| <b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company) _____           |                                                                                           |
| <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 type="checkbox"/> _____                                                            |
| <b>Pollution Liability</b> _____                                                                                       |                                                                                           |
| <input type="checkbox"/> _____                                                                                         |                                                                                           |
| <b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b>                                              | 100 % of Contract Price                                                                   |
| <b>Crime Insurance</b> _____                                                                                           |                                                                                           |

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## INSTRUCTIONS TO PROPOSERS

### A. Submitting a Written Proposal

To be considered for award of this contract, proposing entities must submit a sealed, written proposal in response to the Proposal Submittal Items indicated in the Request for Proposals (RFP). Proposals must provide information about the proposer's background, current business practice, applicable experience, and plans to operate the Youth, Family and Seniors Golf Program as Director of Instruction. Proposals will be evaluated based on several evaluation criteria as indicated in this RFP.

Proposers may wish to consider the following guidelines in preparing their proposals:

- Make sure your proposal is well-organized and easy to read.
- Verify that your proposal is complete and that you have completely responded to all proposal items and compliance documents in the RFP.
- Formulate your responses precisely and with detail; avoiding vague, meaningless, or open-ended responses.
- Make sure your proposal demonstrates that any projections to expand the program are realistic and sustainable.
- Clearly describe what you will bring to the program.
- If there are significant risks in your program strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award of the proposed contract; therefore, proposers should be as thorough and as detailed as possible when responding to each proposal item. In the written proposal, proposers must include responses to ALL proposal items. Proposers will not be able to add to, or modify their proposals after the proposal due date.

**THE CITY RETAINS THE RIGHT AND MAY DEEM A PROPOSER NON-RESPONSIVE IF THE PROPOSER FAILS TO PROVIDE ALL REQUIRED DOCUMENTATION.**

### B. Submitted Proposals

The submitted proposal accepted by Recreation and Parks (RAP) in writing, in

accordance with applicable statutes, constitutes a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material, providing only necessary information which best describes the experience and qualifications, proposed curriculum, and proposed compensation of the Proposer.

**Proposals must contain ALL of the following:**

**1. Proposal Submission Letter**

All Proposers are to submit a Proposal Submission Letter (see Exhibit G of the RFP).

**2. Proposal Deposit**

All proposals must include a Two Thousand Dollar (\$2,000.00) Proposal Deposit in the form of a cashier's check only, payable to the **City of Los Angeles**. This amount shall be payable as a guarantee that the selected proposer will enter into a contract (hereinafter, "Contract") as the Director of Instruction for the Youth, Family and Seniors Golf Program at Tregnan Golf Academy. The selected proposer shall have thirty (30) calendar days after the contract is sent to selected proposer for signature to review, sign, and return the contract to RAP. In the event the selected proposer fails to return the signed contract and all other required documents within the allotted time frame, a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after sixty (60) calendar days after the contract is sent to selected proposer for signature, the contract is not signed and returned, the City maintains the right to select the proposer with the next highest selection ranking.

The Proposal Deposit of the successful proposer will be released upon evidence of insurance (see Exhibit F of the RFP) and execution of the Contract. In the event that an award is made and the successful proposer fails to execute the Contract or fails to provide evidence of insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by RAP.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of a contract with the proposer awarded the Contract. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the Contract and another proposer is considered for award. Please note that the execution of the Contract may take up to eight months to complete.

### 3. Proposal Items

Proposers are to submit detailed responses to all of the Proposal Items in Section V of the RFP.

- Executive Summary
- Background and Experience
- Proposed Curriculum
- Proposed Compensation

### 4. Compliance Documents

This is a new RFP for a new contract. Previous compliance document submittals and/or waivers do not apply. The appropriate forms must be completed and submitted. (See Section IV and Exhibit D of the RFP.)

#### C. Proposal Submittal Information:

##### **Deadline for Submission**

To be considered, proposals must be received on or before **1:00 PM, Tuesday February 7, 2017.**

##### **Where to Submit your Proposal**

The complete proposal package shall be placed in a sealed envelope(s) or box(es) labeled "Proposal for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy." Said envelope(s) or box(es) shall have the name and address of the Proposer on the outside and be delivered to:

**Los Angeles Department of Recreation and Parks  
Office of the Board of Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012**

##### **Number of Copies**

Please provide one (1) original and four (4) copies, and one (1) non-bound reproducible copy. An original is one in which a form requiring a signature must be signed in wet ink. A reproducible copy is one that can readily be reproduced through a photocopier.

##### **Important Notices**

Candidates who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the

proposer(s) announced. No other information regarding the proposals will be made public until such time as a recommendation concerning proposals is made to the Board.

The City reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn personally, by written request, prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board at (213) 202-2610, Attn: Board Secretary. The phone number for the Board Office is (213) 202-2640. A written request, signed by an authorized representative of the proposing business entity, must be submitted to the Board Office. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP, and the contents of the proposal submitted by the successful proposer, may become contractual obligations if a contract is awarded. Failure of the selected proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice.

All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

**Pre-Proposal Conference and Site Visit:**

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:            | January 10, 2017                                                                                                                                       |
| Conference Time: | 10:00 AM                                                                                                                                               |
| Location:        | City of Los Angeles<br>Central Service Yard<br>Golf Division Headquarters<br>3900 Chevy Chase Drive, Los Angeles, CA 90039<br>(Free parking available) |

The purpose of the conference is to clarify the contents of this RFP and to discuss the Director of Instruction for Youth, Family and Seniors Golf Program. Attendance is mandatory. It is highly recommended that prospective proposers read the complete RFP prior to the conference and begin preparation of their proposal in order to maximize the benefits of the conference. The Tregnan Golf Academy site visit will take place shortly after the pre-proposal conference.

To maximize the effectiveness of the conference, the RFP Coordinator requests that, to the extent possible, proposers provide questions in writing prior to the conference. This

will enable the RFP Coordinator to prepare responses in advance. Questions concerning the RFP should be e-mailed to the RFP Coordinator at [Stanley.Woo@lacity.org](mailto:Stanley.Woo@lacity.org) with "Director of Instruction RFP" in the e-mail subject line or mailed to:

Department of Recreation and Parks  
Partnership Division/Concessions Unit  
Attention: Stanley Woo  
221 N. Figueroa Street, Suite 200  
Los Angeles, CA 90012

Additional questions may be accepted, in writing, at the conference. However, responses may be deferred and provided as addenda to the RFP at a later date. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP. When submitting questions, please specify the RFP section number, paragraph number, and page number, and quote the passage that prompted the question. This will ensure that the passage can be quickly found in the RFP. The City reserves the right to group similar questions when providing answers.

If the City requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the RFP Coordinator listed above and below. Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the City not receiving the best possible responses from proposers.

Please direct all comments and questions to the RFP Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Name: Stanley Woo, RFP Coordinator  
Address: 221 N. Figueroa Street, Suite 200, Los Angeles, CA 90012  
E-mail: [Stanley.Woo@lacity.org](mailto:Stanley.Woo@lacity.org)  
Fax: 213-202-4311

**D. Document Check**

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the RFP Coordinator at the address above.

The complete RFP package and all forms and information in the Exhibits are also available at [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm) and on the Los Angeles Business Assistance Virtual Network (LABAVN) at [www.labavn.org](http://www.labavn.org). Should you find a

discrepancy in or omissions from said documents, or have questions as to their meaning, notify the RFP Coordinator by e-mail no later than 24-hours prior to the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

**IMPORTANT:**

**Charter Section 371(e)(10)**

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation, and maintenance of RAP's operations. To select the best proposer for this operation, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP's needs and therefore opts to utilize the standard request for proposals process.

## LEVEL I REQUIREMENTS

In order to be found responsive under Level I requirements, each of the following must be addressed. Refer to the applicable Request for Proposal (RFP) sections for additional detail.

### 1. Compliance Documents

As part of the RFP process (Section IV of the RFP), all proposers are to review, complete, and submit compliance documents. Information, related forms, and instructions are located in Exhibit D of the RFP (“Compliance Documents”).

Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on a City website, and/or by phone with the administering City Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. The Department of Recreation and Parks (RAP) reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your proposal:

- a. Proposer’s Signature Declaration and Affidavit (Section I.A of Exhibit D)  
The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Concession Contract must be consistent. Only the original notarized form is acceptable.
- b. Disposition of Proposals (Section I.B of Exhibit D)  
The document must be signed by an individual authorized to bind the proposer.
- c. Nondiscrimination, Equal Employment Practices, and Affirmative Action Program (Section I.C of Exhibit D) Please read instructions in Exhibit D.
- d. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit D)  
Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.
- e. Equal Benefits Ordinance Statement / First Source Hiring Ordinance (FSHO) (Section I.E of Exhibit D) Please read the instructions in Exhibit D.
- f. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit D). Submittal of

documents only required if the proposer is applying for an exemption to the ordinance requirements.

g. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), 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, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the proposer’s BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer’s failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

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

h. Municipal Lobbying Ordinance / Bidder Certification – CEC Form 50 (Section I.H of Exhibit D) Please read the instructions in Exhibit D.

i. Prohibited Contributions – CEC Form 55 (Section I.I of Exhibit D)  
Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H).  
Please read the instructions in Exhibit D.

j. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification  
Please read the instructions in Exhibit D.



- k. Iran Contracting Act of 2010 Compliance Affidavit  
Please read the instructions in Exhibit D.

***Only the proposer selected for award of this contract is required to submit the following additional required items prior to execution of the Contract (within sixty [60] calendar days from the date the contract is awarded by the Board to the selected proposer):***

- l. Americans with Disabilities Act Certification
- m. Business Tax Registration Certificate
- n. Certification of Compliance with Child Support Obligations
- o. Contractor Responsibility Ordinance – Pledge of Compliance
- p. City-Approved Proof of Insurance (See separate exhibit attached to RFP)
- q. City-Approved Performance Deposit (See RFP for acceptable forms of deposit)
- r. Los Angeles Residence Information (location of selected Contractor’s headquarters and percentage of workforce residing in Los Angeles)
- s. LWO/SCWRO – Additional related forms from item “f” above
- t. Slavery Disclosure Affidavit

Failure of the successful proposer to submit items “l” through “t” above, and submit a signed Contract within sixty (60) calendar days of award (as notified in writing by the RAP Board Office) shall cause the proposal to be deemed non-responsive and will result in cancellation of the award and forfeiture of the proposal deposit.

**PLEASE PROVIDE A RESPONSE TO THE FOLLOWING:**

**2. PROPOSAL ITEMS:**

Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

**A. Executive Summary (RFP Section V.A) (No points awarded)**

The Executive Summary must be limited to two (2) typed pages (single-space, 12-point font, or similar) and must provide a comprehensive but concise summary of the

Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified person to perform the programs and services outlined in this RFP. Also include name and address of the Proposer, telephone number and e-mail address.

**B. Background and Experience (RFP Section V.B) (50 points possible)**

Describe your background and experience in golf instruction and programming to youth, family and seniors.

**Note:** This section pertains to your CURRENT qualifications, operations, and PAST experience; not your PROPOSED operation for this Professional Services Contract for youth, family and seniors golf instruction and programming.

1. Experience and Qualifications

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

B.1.a Time in business providing golf instruction (in years and months).

B.1.b Business Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or limited Liability Company (LLC), etc.

B.1.c List current operational location(s).

B.1.d Copy of Class "A" Professional Golfers' Association (PGA) teaching card.

B.1.e List other certifications and/or documentation which demonstrates Proposer's experience and qualifications. Include copies.

B.1.f Provide past two years' annual gross revenue figures as stated on Proposer's 2014 and 2015 federal tax returns. Provide copies of 2014 and 2015 federal tax returns.

2. Experience with Similar Contracts

Proposer shall list experience providing golf instruction services to youth, family and seniors; and developing these types of golf programs, at public or private golf courses. Complete the "Experience with Similar Contracts" Table (RFP Exhibit H) to include the following information:

B.2.a Clients name and address.

B.2.b Dollar amount of the entire project.

B.2.c Beginning and ending dates of the contracts.

B.2.d Contact person to provide reference (include name, title, telephone number, and e-mail address).

B.2.e Scope of Services (include titles, duties, and tasks).

B.2.f List contracts terminated since 2005 with an explanation of reason(s) for termination.

3. References

Proposer shall provide the following reference information.

B.3 Two (2) reference letters from former or current employers or contracting organizations to document work experience and client satisfaction. Letters must include name, business address, and phone number of contact person.

Note: submission of a proposal in response to this RFP constitutes authorization for RAP to contact any identified previous clients to request information on the performance of the proposer.

**C. Proposed Curriculum (RFP Section V.C) (30 points possible)**

Proposer shall submit a written golf class curriculum for youths, family, and seniors – respectively, ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including, but not limited to:

- C.1 Golf playing rules, etiquette, and safety regulations.
- C.2 Specialized instruction, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
- C.3 Preparation for tournament and advanced play.
- C.4 Teaching methods and approach to providing the services requested in this RFP.
- C.5 Include sample handouts, quizzes, and other teaching aids.
- C.6 Include sample program descriptions, flyers, brochures or other promotional material.

**D. Proposed Compensation (RFP Section V.D) (20 points possible)**

D.1 Proposed hourly compensation rate – year one.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.

D.2 Proposed hourly compensation rate – year two.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (pending approval of first renewal option).

D.3 Proposed hourly compensation rate – year three.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (pending approval of second renewal option).



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## EXHIBIT D

# COMPLIANCE DOCUMENTS

## REQUEST FOR PROPOSALS

Partnership and Revenue Branch  
Concessions Unit  
221 North Figueroa Street, Suite 200  
Mail Stop 625-26  
Los Angeles, CA 90012  
Telephone: (213) 202-3280  
Fax: (213) 202-4311  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

August 2016



CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS

**COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSALS**

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- E. Equal Benefits Ordinance Statement / First Source Hiring Ordinance (FSHO)
- F. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
- G. Business Inclusion Program
- H. Municipal Lobbying Ordinance / Bidder Certification – CEC Form 50
- I. Prohibited Contributors – CEC Form 55 (Measure H)
- J. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- K. Iran Contracting Act of 2010 Compliance Affidavit

**SECTION II – Compliance Documents to be submitted by Selected Proposer**

- L. Americans with Disabilities Act Certification
- M. Business Tax Registration Certificate
- N. Certification of Compliance with Child Support Obligations
- O. Contractor Responsibility Ordinance – Pledge of Compliance
- P. City-Approved Proof of Insurance (*See separate exhibit attached to RFP*)
- Q. City-Approved Performance Deposit (*See RFP for acceptable forms of deposit*)
- R. Los Angeles Residence Information
- S. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms
- T. Slavery Disclosure Affidavit



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

SECTION I

Compliance Documents to be Submitted with Proposals

**PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**



**SECTION A****PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each proposal, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive, the response is not made in the interest or on behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and, the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Bid/Proposal

**Signatures:**

Individual: (e.g., Individual dba [Name or Company], etc) – Individual must sign affidavit.

Partnership: At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

**Note:** An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the corporation. An acknowledgement at the base of the Resolution must state that it is unchanged, in force, and must be signed by the Corporate Secretary with the current date.

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_

being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_  
(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of \_\_\_\_\_  
(Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

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

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month / Year) (Title)

\_\_\_\_\_  
(Notary Public) (Date)

**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

**DISPOSITION OF PROPOSALS**

**SECTION B**  
**DISPOSITION OF PROPOSALS**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Bid/Proposal

**Signatures:**

The person signing must be authorized to bind the proposer.

**Disposition of Proposals**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 *et seq.*)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, 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 or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’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 Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

\_\_\_\_\_

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

\_\_\_\_\_  
Signature of person authorized to bind proposer

\_\_\_\_\_  
Date

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,  
AND AFFIRMATIVE ACTION PROGRAM**

**SECTION C****NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM**

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

All contracts for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

The City no longer requires separate affidavits to confirm compliance with any of these programs. Contractors agree to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.

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

**INSTRUCTIONS:**

No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**



**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[bca.lacity.org](http://bca.lacity.org)

**INSTRUCTIONS:**

- a. The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

**CITY OF LOS ANGELES**  
**CONTRACTOR RESPONSIBILITY ORDINANCE**  
 (Los Angeles Administrative Code Section 10.40 et seq.)

**1. What is the Contractor Responsibility Ordinance?**

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

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

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

| Administrative Agency | Agreement Type | Contact Information                |
|-----------------------|----------------|------------------------------------|
| Public Works, BCA     | Service        | Russ Strazella<br>(213) 580-5012   |
| Public Works, BCA     | Construction   | Russ Struzella<br>(213) 580-5012   |
| General Services      | Procurement    | Raymond Richards<br>(213) 485-4591 |

**4. Are all service, procurement, and construction agreements subject to the CRO?**

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- 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 for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

#### **5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

#### **6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

#### **7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

#### **8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

#### **9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the 14 calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor 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.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

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

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

#### **17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

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

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

#### **19. Are there any exemptions under the Ordinance?**

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

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

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

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

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

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

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name

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

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

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

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

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

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

**B. BUSINESS ORGANIZATION/STRUCTURE**

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

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

List the corporation's current officers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### C. OWNERSHIP AND NAME CHANGES

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

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

## D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

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

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

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

## E. PERFORMANCE HISTORY

7. How many years has your firm been in business? \_\_\_\_\_ Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes     No

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

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.  
 Check the box if you have not had any similar contracts in the last five years

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

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

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

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

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

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

## F. DISPUTES

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

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

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

**Yes**     **No**

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

**Yes**     **No**

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

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

**Yes**     **No**

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

## G. COMPLIANCE

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

**Yes**     **No**

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

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

**Yes**     **No**

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

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

Yes     No

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

#### H. BUSINESS INTEGRITY

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

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

Yes     No

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

Yes     No

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

Yes     No

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

Yes     No

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

#### CERTIFICATION UNDER PENALTY OF PERJURY

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

---

Print Name, Title

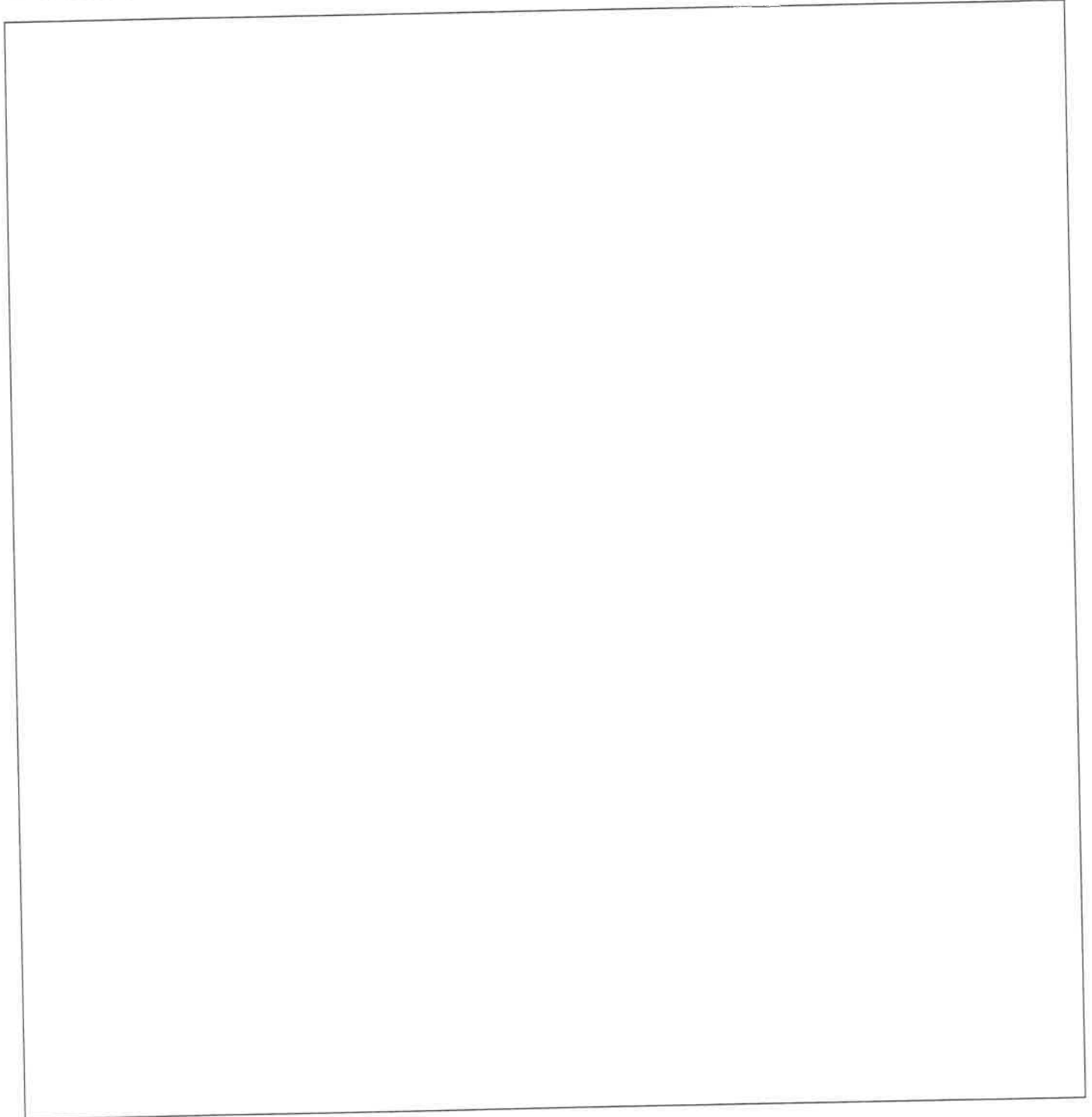
Signature

Date

## ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page \_\_\_\_\_



**ATTACHMENT B FOR SECTIONS D THROUGH H**

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

Page \_\_\_\_\_

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

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been 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.

**EQUAL BENEFITS ORDINANCE / FIRST  
SOURCE HIRING ORDINANCE**



**SECTION E****EQUAL BENEFITS ORDINANCE STATEMENT**

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org), prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first **uploaded** onto the City's BAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

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

**INSTRUCTIONS:**

- a. All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit web application form located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org).

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT  
WORKER RETENTION ORDINANCE**

**SECTION F**  
**LIVING WAGE ORDINANCE**  
**AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Additional information may be found at <http://bca.lacity.org/index.cfm>.

**INSTRUCTIONS:**

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>.

If no exemption is claimed, do not submit the abovementioned forms with the proposal.

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

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

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

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

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

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

Intentionally left blank 8/18/06

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

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

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

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

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

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

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

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

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

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

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

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

- Service agreements that are less than 3 months or \$25,000 or less.

- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). 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, Suite 300, and Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).  
 (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).  
 (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).



- (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

## LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

### OCC DETERMINATION/APPROVAL REQUIRED

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

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

#### CONTRACTOR INFORMATION:

|                                                                                                                                                |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1. Company Name: _____                                                                                                                         | Phone Number: _____ |
| 2. Company Address: _____                                                                                                                      |                     |
| 3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor:<br>_____ |                     |
| 4. Type of Service Provided: _____                                                                                                             |                     |

#### NON-COVERAGE INFORMATION:

##### TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS

| REQUEST FOR NON-COVERAGE DETERMINATION                                                                                                                                                                                                                                                                                          | SUPPORTING DOCUMENTATION REQUIRED                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract". | A <i>detailed</i> memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination. |

#### EXEMPTION INFORMATION:

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

##### TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY

| EXEMPTION                                                                                                                                                           | SUPPORTING DOCUMENTATION REQUIRED                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply. | Provide a copy of grant-funding agency's determination to the OCC. |

##### TO BE REQUESTED BY CONTRACTORS ONLY

| EXEMPTION                                                                                                                                                                                                                                                                                                                       | SUPPORTING DOCUMENTATION REQUIRED                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA. | A copy of the CBA with the superseding language clearly marked<br><br>OR<br>A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.        |
| <input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.                                                                                                                | A listing of the employees required to possess occupational licenses to perform services to or for the City<br><br>AND<br>Copies of each of these employees' occupational licenses. |

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

|                                                        |                                                       |
|--------------------------------------------------------|-------------------------------------------------------|
| Print Name of Person (Contractor) Completing This Form | Signature of Person (Contractor) Completing This Form |
| Title                                                  | Date                                                  |
| Phone #                                                |                                                       |

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO 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 APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

#### AWARDING DEPARTMENT USE ONLY:

|       |               |                |             |
|-------|---------------|----------------|-------------|
| Dept: | Dept Contact: | Contact Phone: | Contract #: |
|-------|---------------|----------------|-------------|

#### OCC USE ONLY:

|                                         |             |
|-----------------------------------------|-------------|
| Approved / Not Approved – Reason: _____ |             |
| By OCC Analyst: _____                   | Date: _____ |

## LWO –DEPARTMENTAL EXEMPTION APPLICATION

### EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

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

#### TO BE FILLED OUT BY THE CONTRACTOR:

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

#### EXEMPTION INFORMATION:

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

| EXEMPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | SUPPORTING DOCUMENTATION REQUIRED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if <b>the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</b></li> <li>▪ The exemption is valid for all employees <b>except Child Care Workers.</b></li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, <b>Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</b></li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul> | <ol style="list-style-type: none"> <li>1. <b>ATTACH</b> a copy of your 501(c)(3) letter from the IRS.</li> <li>2. <b>ANSWER</b> the following questions:               <ol style="list-style-type: none"> <li>A. <b>STATE</b> the hourly wage of <b>HIGHEST</b> paid employee in the organization: \$ _____</li> <li>B. <b>STATE</b> the hourly wage of <b>LOWEST</b> paid employee in the organization: \$ _____</li> <li>C. <b>MULTIPLY B by 8:</b> \$ <u>0</u> _____</li> </ol> </li> <li>3. Based on Question 2 above, is <b>A</b> less than <b>C</b>?<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO<br/>               If NO, your company is <b>NOT eligible</b> for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol> |
| <input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. <b>If you have employees in the future, you must comply with the Ordinance.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Fill and Submit the LW-18 Form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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

Print Name of Person Completing This Form \_\_\_\_\_

Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

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

#### AWARDING DEPARTMENT USE ONLY:

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

## LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

### EXEMPTION THAT REQUIRES OCC APPROVAL

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

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

| TO BE FILLED OUT BY THE CONTRACTOR:                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Company Name: _____ Phone Number: _____                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                           |
| 2. Company Address: _____                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                           |
| 3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____                                                                                                                                                                  |                                                                                                                                                                                                                                                                           |
| 4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____                                                                                                                                                                                                |                                                                                                                                                                                                                                                                           |
| 5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                           |
| SECTION I: BUSINESS INFORMATION                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                           |
| CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                           |
| PART A                                                                                                                                                                                                                                                                                                       | PART B:<br>SUPPORTING DOCUMENTATION REQUIRED                                                                                                                                                                                                                              |
| <input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.                                                                                                                                                                                                       | None Required.                                                                                                                                                                                                                                                            |
| <input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. Effective July 1, 2016, my gross annual revenues for all of my businesses are less than \$497,363 for the 2015 calendar year.                                                                     | ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of your business(es).                                                                                                                                                                                          |
| <input type="checkbox"/> I have (a) business(es) on City premises, and effective July 1, 2016, my gross annual revenues from all my business(es) on City premises are less than \$497,363 for the 2015 calendar year.                                                                                        | ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.                                                                                                                                                                         |
| If you <b>DID NOT</b> check off ANY boxes in PART A, your company IS <b>NOT ELIGIBLE FOR AN EXEMPTION.</b><br>If you checked off ANY boxes in PART A, continue to Section II.                                                                                                                                |                                                                                                                                                                                                                                                                           |
| SECTION II: EMPLOYEE INFORMATION                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                           |
| CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                           |
| PART C                                                                                                                                                                                                                                                                                                       | PART D:<br>SUPPORTING DOCUMENTATION REQUIRED                                                                                                                                                                                                                              |
| <input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).                                                                                                                                                                     | Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.<br><br>OR<br>Payrolls for the nine (9) months you would like to have reviewed. |
| <input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.                                                                                                                                                     |                                                                                                                                                                                                                                                                           |
| If you <b>DID NOT</b> check off ANY boxes in PART C, your company IS <b>NOT ELIGIBLE FOR AN EXEMPTION.</b><br>If you checked off ANY box in PART C, <b>ATTACH</b> supporting documentation, <b>SIGN, AND SUBMIT EXEMPTION FORM.</b>                                                                          |                                                                                                                                                                                                                                                                           |
| By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.                                                                         |                                                                                                                                                                                                                                                                           |
| Print Name of Person Completing This Form _____                                                                                                                                                                                                                                                              | Signature of Person Completing This Form _____                                                                                                                                                                                                                            |
| Title _____                                                                                                                                                                                                                                                                                                  | Phone # _____                                                                                                                                                                                                                                                             |
| _____                                                                                                                                                                                                                                                                                                        | Date _____                                                                                                                                                                                                                                                                |
| <b>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.</b> |                                                                                                                                                                                                                                                                           |
| AWARDING DEPARTMENT USE ONLY:                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                           |
| Dept: _____                                                                                                                                                                                                                                                                                                  | Dept Contact: _____                                                                                                                                                                                                                                                       |
| Contact Phone: _____                                                                                                                                                                                                                                                                                         | Contract #: _____                                                                                                                                                                                                                                                         |
| OCC USE ONLY:                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                           |
| Approved / Not Approved – Reason: _____                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                           |
| By OCC Analyst: _____                                                                                                                                                                                                                                                                                        | Date: _____                                                                                                                                                                                                                                                               |

## LWO – OCC SMALL BUSINESS EXEMPTION EMPLOYEE WORKSHEET

EXEMPTION THAT REQUIRES OCC APPROVAL TO BE VALID

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

1. Company Name: \_\_\_\_\_ Company Phone: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Enter # of Hours worked: \_\_\_\_\_

| EMPLOYEE NAME                                                                  | HOURS WORKED             |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          | TOTAL                    |                          |                          |                          |                          |
|--------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|                                                                                | JAN                      | FEB                      | MAR                      | APR                      | MAY                      | JUN                      | JUL                      | AUG                      | SEP                      | OCT                      | NOV                      | DEC                      |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|                                                                                |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| 4. TOTAL HOURS                                                                 | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     | 0.00                     |
| 5. Check each box indicating which nine (9) months you would like be reviewed: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

6a. TOTAL HOURS for the nine (9) months selected in 5 above : \_\_\_\_\_ 6b. DIVIDE 6a by 9: \_\_\_\_\_ 6c. Is 6b less than 1,214?  YES  NO

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

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

Print Name of Person Completing this Form \_\_\_\_\_ Title \_\_\_\_\_ Phone # \_\_\_\_\_

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

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

**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, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

**BUSINESS INCLUSION PROGRAM**



**SECTION G**

**BUSINESS INCLUSION PROGRAM**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Requests for Bids (RFB), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org)

**INSTRUCTIONS:**

All proposers must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

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

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

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

The Recreation and Parks anticipated levels of

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

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.

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

**SUMMARY**

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

**A. GENERAL**

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

**B. DEFINITIONS**

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

3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$3.5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business that is at least 51 percent owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

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

- 1) City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://www.lacity.org/BCA>
  - 2) CalTrans  
Caltrans Division of Procurement and Contracts/Material and  
Distribution Branch/Publication Unit  
1900 Royal Oaks Drive, Sacramento, CA 95815  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>
  - 3) Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
  - 4) Southern California Minority Business Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 Fax: (213) 689-1707  
Internet address: <http://www.scmbdc.org>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.

10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation,

unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

#### C. **BIP OUTREACH DOCUMENTATION**

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

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

1. Email BAVN Support at [support@labavn.org](mailto:support@labavn.org).
2. Email the Contract Coordinator listed in the RFP.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the Contract Coordinator listed in the RFP.

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

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

|          |                                                                        |
|----------|------------------------------------------------------------------------|
| <b>1</b> | <b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b> |
|----------|------------------------------------------------------------------------|

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

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

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

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

|          |                                                      |
|----------|------------------------------------------------------|
| <b>3</b> | <b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b> |
|----------|------------------------------------------------------|



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

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

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

|   |                                          |
|---|------------------------------------------|
| 4 | <b>WRITTEN NOTICES TO SUBCONSULTANTS</b> |
|---|------------------------------------------|

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

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

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

| # of Subcontractors in NAICS Code | % Prime Must Notify | Number Prime Must Notify |
|-----------------------------------|---------------------|--------------------------|
| 1-10                              | 100%                | 1-10                     |
| 11-20                             | 80%                 | 9-16                     |
| 21-50                             | 60%                 | 13-30                    |
| 51-100                            | 40%                 | 21-40                    |

|         |     |       |
|---------|-----|-------|
| 101-200 | 25% | 26-50 |
| >200    | 10% | 20+   |

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

**Note:** Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

|   |                                               |
|---|-----------------------------------------------|
| 5 | <b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b> |
|---|-----------------------------------------------|

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

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

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

|   |                                 |
|---|---------------------------------|
| 6 | <b>NEGOTIATED IN GOOD FAITH</b> |
|---|---------------------------------|

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

the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

**Required Documentation:**

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

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer’s Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

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

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

|   |                                                 |
|---|-------------------------------------------------|
| 7 | BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE |
|---|-------------------------------------------------|

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

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

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

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

#### **D. AWARD OF CONTRACT**

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

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

#### **E. SUBCONSULTANT SUBSTITUTION**

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

1. **Substitution During Contract Duration:** The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.

- a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
- a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    - 1) Name of company contacted; contact person and telephone number; date and time of contact.
    - 2) Response for each item of work which was solicited, including dollar amounts.
    - 3) Reason for selection or rejection of sub-bid prospect.
    - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

**F. SUB-AGREEMENT FALSIFICATION**

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

**G. SUBMITTAL DOCUMENTS**

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

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

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

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

3. Final Subcontracting Report (Schedule C)

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

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

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

**I. AWARD OF CONTRACT**

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

**SCHEDULE A**

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

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

|               |
|---------------|
| Project Title |
|---------------|

|                |           |
|----------------|-----------|
| Proposer       | Address   |
| Contact Person | Phone/Fax |

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

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE<br>PARTICIPATION |         |         | <hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Signature of Person Completing this Form<br><br><br><hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Printed Name of Person Completing this Form<br><br><br><hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Title <span style="float: right;">Date</span> |
|---------------------------------------------------------|---------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                         | DOLLARS | PERCENT |                                                                                                                                                                                                                                                                                                                                                                                                    |
| TOTAL MBE AMOUNT                                        | \$      | %       |                                                                                                                                                                                                                                                                                                                                                                                                    |
| TOTAL WBE AMOUNT                                        | \$      | %       |                                                                                                                                                                                                                                                                                                                                                                                                    |
| TOTAL SBE AMOUNT                                        | \$      | %       |                                                                                                                                                                                                                                                                                                                                                                                                    |
| TOTAL EBE AMOUNT                                        | \$      | %       |                                                                                                                                                                                                                                                                                                                                                                                                    |
| TOTAL DVBE AMOUNT                                       | \$      | %       |                                                                                                                                                                                                                                                                                                                                                                                                    |
| TOTAL OBE AMOUNT                                        | \$      | %       |                                                                                                                                                                                                                                                                                                                                                                                                    |
| BASE BID AMOUNT                                         | \$      |         |                                                                                                                                                                                                                                                                                                                                                                                                    |

**MUST BE SUBMITTED WITH PROPOSAL  
SCHEDULE B  
CITY OF LOS ANGELES**

**MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

|                      |                     |
|----------------------|---------------------|
| <b>Project Title</b> | <b>Contract No.</b> |
|----------------------|---------------------|

|                       |                  |
|-----------------------|------------------|
| <b>Consultant</b>     | <b>Address</b>   |
| <b>Contact Person</b> | <b>Phone/Fax</b> |

|                                                   |                            |                                                           |
|---------------------------------------------------|----------------------------|-----------------------------------------------------------|
| <b>CONTRACT AMOUNT<br/>(INCLUDING AMENDMENTS)</b> | <b>THIS INVOICE AMOUNT</b> | <b>INVOICED TO DATE AMOUNT<br/>(INCLUDE THIS INVOICE)</b> |
|                                                   |                            |                                                           |

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

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



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

|                       |                |                     |
|-----------------------|----------------|---------------------|
| <b>Project Title</b>  |                | <b>Contract No.</b> |
| <b>Company Name</b>   | <b>Address</b> |                     |
| <b>Contact Person</b> |                | <b>Phone</b>        |

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

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

|                           | Total Dollars | Achieved Levels | Pledged Levels |                          | Total Dollars | Achieved Levels | Pledged Levels |
|---------------------------|---------------|-----------------|----------------|--------------------------|---------------|-----------------|----------------|
| <b>MBE Participation</b>  |               |                 |                | <b>WBE Participation</b> |               |                 |                |
| <b>SBE Participation</b>  |               |                 |                | <b>EBE Participation</b> |               |                 |                |
| <b>DVBE Participation</b> |               |                 |                | <b>OBE Participation</b> |               |                 |                |

Signature of Person Completing this Form \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

**MUNICIPAL LOBBYING ORDINANCE (MLO)**

**SECTION H**  
**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

- a. All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.



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

# Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

|                           |                                  |
|---------------------------|----------------------------------|
| Bid/Contract/BAVN Number: | Awarding Authority (Department): |
|---------------------------|----------------------------------|

|                 |        |
|-----------------|--------|
| Name of Bidder: | Phone: |
|-----------------|--------|

Address:

Email:

**CERTIFICATION**

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

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

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

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

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

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

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

**PROHIBITED CONTRIBUTORS – CEC FORM 55**

**SECTION I****PROHIBITED CONTRIBUTORS – CEC FORM 55**


The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth \$100,000 or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to do \$100,000 worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B)

**INSTRUCTIONS:**

- a. All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- b. All of proposer's subcontractors who are projected to do \$100,000 worth of work or more must be included on CEC Form 55 (Schedule B).

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Ethics Commission</b><br>200 N Spring Street<br>City Hall — 24th Floor<br>Los Angeles, CA 90012<br>(213) 978-1980<br>ethics.lacity.org | <b>Prohibited Contributors (Bidders)</b><br><b>Form 55</b> |
| <p><i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i></p> <p> <input type="checkbox"/> Original filing                    <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)             </p>                                      |                                                                                                                                           |                                                            |
| <b>Reference Number</b> (bid or contract number, if applicable): _____                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Date Bid Submitted:</b> _____                                                                                                          |                                                            |
| <b>Description of Contract</b> (title of RFP and services to be provided): _____                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                           |                                                            |
| <b>City Department Awarding the Contract:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                           |                                                            |
| <b>BIDDER INFORMATION</b><br>Name: _____<br>Address: _____<br>Email: _____ Phone: _____                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                           |                                                            |
| <b>SCHEDULE SUMMARY</b><br>Please complete all three of the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                           |                                                            |
| <b>1. SCHEDULE A — Bidder's Principals (check one)</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required).</li> <li><input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.</li> </ul>                                                                                                                         |                                                                                                                                           |                                                            |
| <b>2. SCHEDULE B — Subcontractors and Their Principals (check one)</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).</li> <li><input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.</li> </ul> |                                                                                                                                           |                                                            |
| <b>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                           |                                                            |
| <b>BIDDER'S CERTIFICATION</b><br>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.                                        |                                                                                                                                           |                                                            |
| Date: _____ Signature: _____<br>Name: _____<br>Title: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                            |





Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 976-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

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

Check this box if additional Schedule A pages are attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

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

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION  
NUMBER (TIN) AND CERTIFICATION**

**SECTION I**  
**FORM W-9**  
**REQUEST FOR TAXPAYER IDENTIFICATION**  
**NUMBER (TIN) AND CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities (vendors, operators, concessionaires, etc.) doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

- a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at <http://www.irs.gov/Forms-&-Pubs>.

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE  
AFFIDAVIT**

**SECTION K**

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at [www.dgs.ca.gov/pd/Resources/PDLegislation.aspx](http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx).

**INSTRUCTIONS:**

- a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**  
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

|                                                    |                                  |                      |
|----------------------------------------------------|----------------------------------|----------------------|
| <i>Vendor Name/Financial Institution (printed)</i> |                                  | <i>BRTC (or n/a)</i> |
| <i>By (Authorized Signature)</i>                   |                                  |                      |
| <i>Print Name and Title of Person Signing</i>      |                                  |                      |
| <i>Date Executed</i>                               | <i>City Approval (Signature)</i> | <i>(Print Name)</i>  |

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

|                                                    |                                  |                      |
|----------------------------------------------------|----------------------------------|----------------------|
| <i>Vendor Name/Financial Institution (printed)</i> |                                  | <i>BRTC (or n/a)</i> |
| <i>By (Authorized Signature)</i>                   |                                  |                      |
| <i>Print Name and Title of Person Signing</i>      |                                  |                      |
| <i>Date Executed</i>                               | <i>City Approval (Signature)</i> | <i>(Print Name)</i>  |



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

SECTION II

Compliance Documents to be Submitted by Selected Proposer



**AMERICAN WITH DISABILITIES ACT CERTIFICATION**

**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

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

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

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**BUSINESS TAX REGISTRATION CERTIFICATE**

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

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

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

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

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

|                 |  |  |  |  |  |  |  |  |  |                 |  |                 |  |  |
|-----------------|--|--|--|--|--|--|--|--|--|-----------------|--|-----------------|--|--|
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New format:

|                 |  |  |  |  |  |  |  |  |  |  |  |  |                 |  |                 |  |  |
|-----------------|--|--|--|--|--|--|--|--|--|--|--|--|-----------------|--|-----------------|--|--|
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|                 |  |  |  |  |  |  |  |  |  |  |  |  |                 |  |                 |  |  |

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

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

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

Exemption Number:

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

Explanation:

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**CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Authorized Office or Representative Print Name

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

**CRO PLEDGE OF COMPLIANCE**

**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 services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; 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.**

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative Date

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Print Name and Title of Officer or Authorized Representative

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Awarding City Department Contract Number



**LOS ANGELES RESIDENCE INFORMATION**

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the businesses taxes they remit. The City Council, January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address

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

II. Total Number of Employees in the Organization: \_\_\_\_\_

III. Percentage of the Proposer's Total Workforce Employed within the City Of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

V. Percentage of the Workforce in each Los Angeles Branch Office that is Employed within

the City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT  
WORKER RETENTION ORDINANCE**

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM  
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

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

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Awarding Department: \_\_\_\_\_  
 4. Project Name: \_\_\_\_\_

**IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.**

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

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

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

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

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

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Type of Service Provided by Subcontractor to Prime: \_\_\_\_\_  
 4. Amount of Subcontract: \_\_\_\_\_ Subcontract Start Date: \_\_\_/\_\_\_/\_\_\_ End Date: \_\_\_/\_\_\_/\_\_\_

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

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

## LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2016 a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

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

**TO BE FILLED OUT BY THE CONTRACTOR:**

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

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

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

Print Name of Person Completing This Form \_\_\_\_\_

Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**AWARDED DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

## LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

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

**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

| PART A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PART B                                                                                               |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------|-----------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | I<br>501<br>(c)(3) <sup>1</sup>                                                                      | II<br>One-<br>Person<br>Contractor <sup>2</sup> | III<br>CBA <sup>3</sup>                                                                                                                                                   | IV<br>Occupational<br>License <sup>4</sup> | V<br>Small<br>Business <sup>5</sup> | VI<br>Gov.<br>entity <sup>6</sup> |
| 1. Subcontractor Name: _____<br>2. Contact Person: _____ Phone #: _____<br>3. Address: _____<br>4. Purpose of Subcontract: _____<br>5. Amount of Subcontract: \$ _____<br>6. Term: Start Date ____/____/____ End Date ____/____/____<br>7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> .<br>If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below. | <input type="checkbox"/>                                                                             | <input type="checkbox"/>                        | <input type="checkbox"/>                                                                                                                                                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>          |
| 1. Subcontractor Name: _____<br>2. Contact Person: _____ Phone #: _____<br>3. Address: _____<br>4. Purpose of Subcontract: _____<br>5. Amount of Subcontract: \$ _____<br>6. Term: Start Date ____/____/____ End Date ____/____/____<br>7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> .<br>If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> .                                                              | <input type="checkbox"/>                                                                             | <input type="checkbox"/>                        | <input type="checkbox"/>                                                                                                                                                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>          |
| <b>SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. <b>Continue to Section V</b> , and submit this form and all supporting documentation to the Awarding Department for approval.                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, <b>Continue to Section IV</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| EXEMPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                      |                                                 | SUPPORTING DOCUMENTATION REQUIRED                                                                                                                                         |                                            |                                     |                                   |
| One-person contractors, lessee, licensee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                      |                                                 | LW 13 – Departmental Exemption Form                                                                                                                                       |                                            |                                     |                                   |
| 501(c)(3) non-profit organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                      |                                                 | <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>         |                                            |                                     |                                   |
| Occupational license required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                      |                                                 | LW 10 – OCC Exemption Form                                                                                                                                                |                                            |                                     |                                   |
| Collective bargaining agreement w/supersession language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                      |                                                 | <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>         |                                            |                                     |                                   |
| Small Business                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                      |                                                 | LW 26 – Small Business Exemption Form (English & Spanish)                                                                                                                 |                                            |                                     |                                   |
| Governmental Entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                      |                                                 | <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>         |                                            |                                     |                                   |
| NONE REQUIRED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| <b>SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| 1) Employee Information Form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                      |                                                 | LW 6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>  |                                            |                                     |                                   |
| 2) Subcontractor Information Form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                      |                                                 | LW 18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a> |                                            |                                     |                                   |
| 3) Subcontractor Declaration of Compliance Form (retain)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                      |                                                 | LW 5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>  |                                            |                                     |                                   |
| <b>SECTION V: SIGNATURE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| Print Name of Person Completing This Form _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                      |                                                 | Signature of Person Completing This Form _____                                                                                                                            |                                            |                                     |                                   |
| Title _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                      | Phone # _____                                   |                                                                                                                                                                           | Date _____                                 |                                     |                                   |
| <b>AWARDING DEPARTMENT USE ONLY:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                      |                                                 |                                                                                                                                                                           |                                            |                                     |                                   |
| Dept: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                      | Dept Contact: _____                             |                                                                                                                                                                           | Contact Phone: _____                       |                                     | Contract #: _____                 |

## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**SLAVERY DISCLOSURE AFFIDAVIT**

**SECTION R**  
**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.

All Proposers shall complete and electronically sign the Slavery Disclosure Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at [www.bca.lacity.org](http://www.bca.lacity.org).

**PROFESSIONAL SERVICES CONTRACT**

**Contractor: NAME OF AWARDED PROPOSER/CONTRACTOR**

To continue the development and implementation of a golf program directed at youth, family and seniors, including golf class development in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist the Department of Recreation and Parks (RAP) in expanding the program developed at the Tregnan Golf Academy to other golf facilities throughout the City of Los Angeles.

**Contract Number:** \_\_\_\_\_

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PROFESSIONAL SERVICES CONTRACT

Between

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

And

NAME OF CONTRACTOR

For

DIRECTOR OF INSTRUCTION

THIS CONTRACT is made and entered in this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and NAME OF CONTRACTOR, a (TYPE OF BUSINESS ENTITY) (hereinafter referred to as CONTRACTOR).

WHEREAS, on December xx, 2016, the Board of Recreation and Park Commissioners approved the release of a Request for Proposal (RFP) to select a contractor to provide professional golf instruction and continue the development and implementation of a golf program directed at youth, family and seniors at Tregnan Golf Academy (TGA) Board Report No. 16-xxx); and,

WHEREAS, CITY lacks the necessary staff possessing sufficient knowledge, expertise, and experience to provide professional golf instruction to youth, family and seniors, organizing of golf classes and clinics, planning special events including the development of tournament schedules, and assisting with securing sponsorship and partnership opportunities; and,

WHEREAS, CONTRACTOR has the necessary qualifications, knowledge, expertise, and experience needed to perform the above mentioned duties; and,

WHEREAS, BOARD has determined that CONTRACTOR is capable of providing such services in accordance with the terms and conditions of this Professional Services Contract (CONTRACT); and,

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

SECTION 1. DEFINITIONS

For the purpose of this CONTRACT, the following words and phrases are defined and shall be construed as hereinafter set forth:

- CONTRACT: This Professional Services Contract consisting of ten (10) pages and four (4) incorporated documents (A-D) attached hereto
- BOARD: Board of Recreation and Park Commissioners
- CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners
- CONTRACTOR: NAME OF CONTRACTOR
- FACILITY: Tregnan Golf Academy (TGA) and other CITY owned golf courses
- GENERAL MANAGER: General Manager of RAP or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review at the discretion of the BOARD
- PROPOSAL PROPOSAL submitted by CONTRACTOR on MONTH XX, 20XX, in response to the Request for Proposal released MONTH XX, 2016.
- RAP The Department of Recreation and Parks

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this CONTRACT, CITY hereby grants to CONTRACTOR the right and obligation to provide director of instruction service, professional golf instruction, and to continue the development and implementation of a golf program directed at youth, family and seniors, including the development of golf class curriculums for these groups in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist RAP with expanding the program, developed at TGA and other golf courses throughout the City Golf Course System.

SECTION 3. TERM OF CONTRACT

The term of this CONTRACT shall be from July 1, 2017 to June 30, 2018, with two (2) one (1) year options to extend, at the sole discretion of RAP's General Manager, or designee; subject to early termination by RAP, as provided in Exhibit A – The Standard Provisions for City Contracts (Rev. 03/09). Performance may not begin until CONTRACTOR has obtained from the CITY approval of insurance required herein (Exhibit D).

Should RAP exercise the first option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that first option prior to March 31, 2018.

Should RAP exercise the second option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that second option prior to March 31, 2019.

Neither the CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke or renew the CONTRACT.

SECTION 4. REPRESENTATIVES AND FORMAL NOTICES

- A. The representatives of the respective parties authorized to administer this CONTRACT, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the CITY shall be:

Department of Recreation and Parks  
Attn: Golf Manager, or designee  
Golf Division Headquarters  
3900 West Chevy Chase Drive  
Los Angeles, CA 90039

The representative of the CONTRACTOR shall be:

NAME OF CONTRACTOR  
XXXX SOMEWHERE ST.  
CITY, CA 91xxx

- B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt.



- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

## SECTION 5. DUTIES AND RESPONSIBILITIES

### A. Contractor Duties and Responsibilities

Under the guidance and direction of the Golf Manager or designee, the Contractor shall:

1. Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to head the continued development and implementation of the youth, family and senior golf instruction program (Program).
2. Develop and implement, golf curriculum and instruction for participants with varied ability levels and special needs (learning disabilities, physical handicaps, etc.), in accordance with PGA guidelines, including but not limited to:
  - a. Golf playing rules, etiquette, and safety regulations.
  - b. Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
  - c. Preparation for tournament and advanced play.
3. Provide professional golf instruction and spend at least half (50%) of the total number of hours on direct instruction (group classes) activities.
4. No discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
5. Assist with managing Program operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
6. Implement golf class programs, including supervising the implementation of curriculum by RAP employed instructors.
7. Assist with selection and training of RAP employed instructors for youth, family and seniors golf instruction.

8. Expand the current Program developed for TGA to other City golf facilities.
9. Organize golf tournaments and special events for participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
10. Assist with securing and developing partnership opportunities with the private sector.
11. Represent the Program at various community or professional events, meetings or seminars, at the discretion of the Golf Manager or designee.
12. Maintain professionalism. CONTRACTOR while on or about the premises and during promotion of the program away from the FACILITY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
13. Work within designated hours of operation, unless directed otherwise by the Golf Manager or designee.
14. Provide advance notice of a minimum of forty-eight (48) hours to the Golf Manager or designee and obtain written approval before taking unpaid time-off or working less than twenty (20) hours per week.
15. Submit invoices for payment on a bi-weekly basis for hours worked to the Golf Manager or designee. Contractor shall not work and invoice for more than eighty (80) hours on a bi-weekly basis. Working in excess of 40 hours per week is not permitted without prior approval of the Golf Manager or designee. "Banking" of hours is not allowed.
16. Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit D).
17. Make no representation that CONTRACTOR is an employee of the City. Contractor must have Golf Manager or designee review printed materials relating to the program, including business cards, and obtain approval before producing the printed material.
18. Undergo background check and fingerprinting. RAP shall have the right to approve or disapprove a CONTRACTOR. CONTRACTOR shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on CONTRACTOR prior to

execution and during term. Failure to comply with this standard shall be a material breach of this CONTRACT and CONTRACTOR shall immediately vacate the PREMISES at RAP's instruction.

19. Provide documentation to confirm freedom from communicable Tuberculosis. CONTRACTORS in connection with a park or golf course used for recreational purposes in a position requiring contact with children, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, shall provide the RAP with a certificate indicating freedom from communicable tuberculosis.

B. Professional Qualifications and Experience

Contractor shall obtain and/or maintain Class "A" PGA status during the term of the contract and submit a copy of the most current certificate to the Golf Manager or designee upon request. Contractor shall, at Contractor's expense, attend PGA required continuing education classes to maintain the Class "A" PGA status.

SECTION 6. PAYMENT AND INVOICING

A. Payment

1. Contractor shall provide the work product as described Section 5.A. - Contractor Duties and Responsibilities, as well as meet the PROPOSAL commitments.
2. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in writing by the City.
3. City shall pay Contractor an amount not to exceed (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$75,000) per contract year for complete and satisfactory performance of the terms of this CONTRACT, as well as fulfillment of those commitments made in Contractor's PROPOSAL, attached hereto as Exhibit C and made a part hereof.
4. City shall pay Contractor an amount not to exceed (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$3,000) every two weeks for services provided.
5. City shall pay Contractor the rate of (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the first year of the CONTRACT. Should RAP exercise the first option to extend the CONTRACT for one year, City shall pay Contractor the rate of

(AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the second year of the CONTRACT. Should RAP exercise the second option to extend the CONTRACT for one year, City shall pay Contractor the rate of (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the third year of the CONTRACT.

B. Invoicing

1. Invoices shall be submitted to:

Department of Recreation and Parks  
Attention: Golf Manager, or designee  
Golf Division Headquarters  
3900 West Chevy Chase Drive  
Los Angeles, CA 90039

2. To ensure that services provided under personal services contracts are measured against services as detailed in the CONTRACT, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

3. Contractor shall submit biweekly invoices, that at a minimum, contain the following information:

- a. Name and address of Contractor
- b. Name and address of City department being billed
- c. Date of invoice and period covered
- d. CONTRACT number
- e. Description of completed task/project and amount due for task/project, including:
  - Name of personnel working on task
  - Hours spent on task and timesheet supporting charges (if applicable)
  - Rate per hour and total due
- f. Certification by the Golf Manager or designee
- g. Discount and terms (if applicable)
- h. Remittance address (if different from company address)

4. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, and biweekly, and shall be payable to the Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City's representative. Payment on invoices submitted during the City's fiscal year end will require additional time to process and may be delayed up to eight (8) weeks.
5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
6. "Banking" of hours worked for future redemption invoicing is prohibited.
7. **Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)**, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

#### SECTION 7. AMENDMENT TO CONTRACT

Any changes in the terms of this CONTRACT, including changes in the services to be performed, extension of the term, and any increase or decrease in pricing, shall be incorporated into this CONTRACT by a written amendment properly executed by both parties.

#### SECTION 8. OWNERSHIP

- A. CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analysis, studies, drawing, information, or data (hereinafter collectively referred to as "materials"), originated and prepared by CONTRACTOR pursuant to the terms of this CONTRACT, are "Works Made for Hire" and shall become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective

interests and rights in such property to the CITY.

- B. All documents and records (hereinafter collectively referred to as "documents") provided by CITY to CONTRACTOR shall remain the property of CITY and must be returned to CITY upon termination of this CONTRACT or at the request of CITY.
- C. The provisions of this section survive termination of this CONTRACT.

#### SECTION 9. STANDARD PROVISIONS FOR CITY CONTRACTS

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Exhibit A and made a part hereof.

#### SECTION 10. INCORPORATION OF DOCUMENTS

This CONTRACT and incorporated documents represent the entire integrated CONTRACT of the parties and supersedes all prior written or oral representations, discussions, agreements, and contracts. The following documents are incorporated and made a part hereof by reference:

- Exhibit A – Standard Provisions for City Contracts (Rev. 3/09)
- Exhibit B – Golf Youth Instructor Request for Proposals (CON 16-XXX)
- Exhibit C – Proposal submitted by NAME OF CONTRACTOR
- Exhibit D - Insurance Requirements and Instructions

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This CONTRACT; (2) Exhibit A; (3) Exhibit B; (3) Exhibit C; and (4) Exhibit X.

*(Signature Page to Follow)*

**THIS SAMPLE CONTRACT DOES NOT CONTAIN FINAL EXHIBITS OR A SIGNATURE PAGE REQUIRED FOR EXECUTION OF CONTRACT**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this CONTRACT.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary

NAME OF CONTRACTOR, a (TYPE OF BUSINESS ENTITY)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
NAME OF CONTRACTOR

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

BTRC: \_\_\_\_\_

APPROVED AS TO FORM:  
MIKE FEUER, City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Senior Assistant City Attorney

CONTRACT Number: \_\_\_\_\_

### Required Insurance and Minimum Limits

Name: \_\_\_\_\_ Date: 09/28/2016

Agreement/Reference: RFP - Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy

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

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

|  |                       |
|--|-----------------------|
|  | WC <u>Statutory</u>   |
|  | EL <u>\$1,000,000</u> |

Waiver of Subrogation in favor of City                       Longshore & Harbor Workers  
 Jones Act

**General Liability** \_\_\_\_\_ \$1,000,000

Products/Completed Operations                       Sexual Misconduct 1,000,000  
 Fire Legal Liability \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 Months After Completion of Work or Date of Termination

\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

All Risk Coverage                                               Boiler and Machinery  
 Flood \_\_\_\_\_                                               Builder's Risk  
 Earthquake \_\_\_\_\_                                               \_\_\_\_\_

\_\_\_\_ **Pollution Liability** \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** \_\_\_\_\_ 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:**

1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.



Form Gen. 133 (Rev. 05/12)

## 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. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance 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** Electronic submission is the best method of submitting your documents. **Track4LA**<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA**<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.* All Certificates must provide 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. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. 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. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA**<sup>®</sup>, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA**<sup>®</sup> at <http://track4la.lacity.org>.

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 of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/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 the most minimum requirements, and the Special Events Liability Insurance Program, 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 (<http://cao.lacity.org/risk/InsuranceForms.htm>). 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 the contractor.

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 and payment to vendors and suppliers. 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, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

DEPARTMENT OF RECREATION AND PARKS  
REQUEST FOR PROPOSALS  
DIRECTOR OF INSTRUCTION  
FOR YOUTH, FAMILY, AND SENIORS  
AT TREGNAN GOLF ACADEMY

PROPOSAL SUBMISSION LETTER

Proposing Entity: \_\_\_\_\_  
(Complete legal name/include DBA if applicable)

Entity Address: \_\_\_\_\_

Organization Type: \_\_\_\_\_  
(Corporation, partnership, sole proprietor, etc.)

Contact Name: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for a Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy and the resulting contract, without exception.

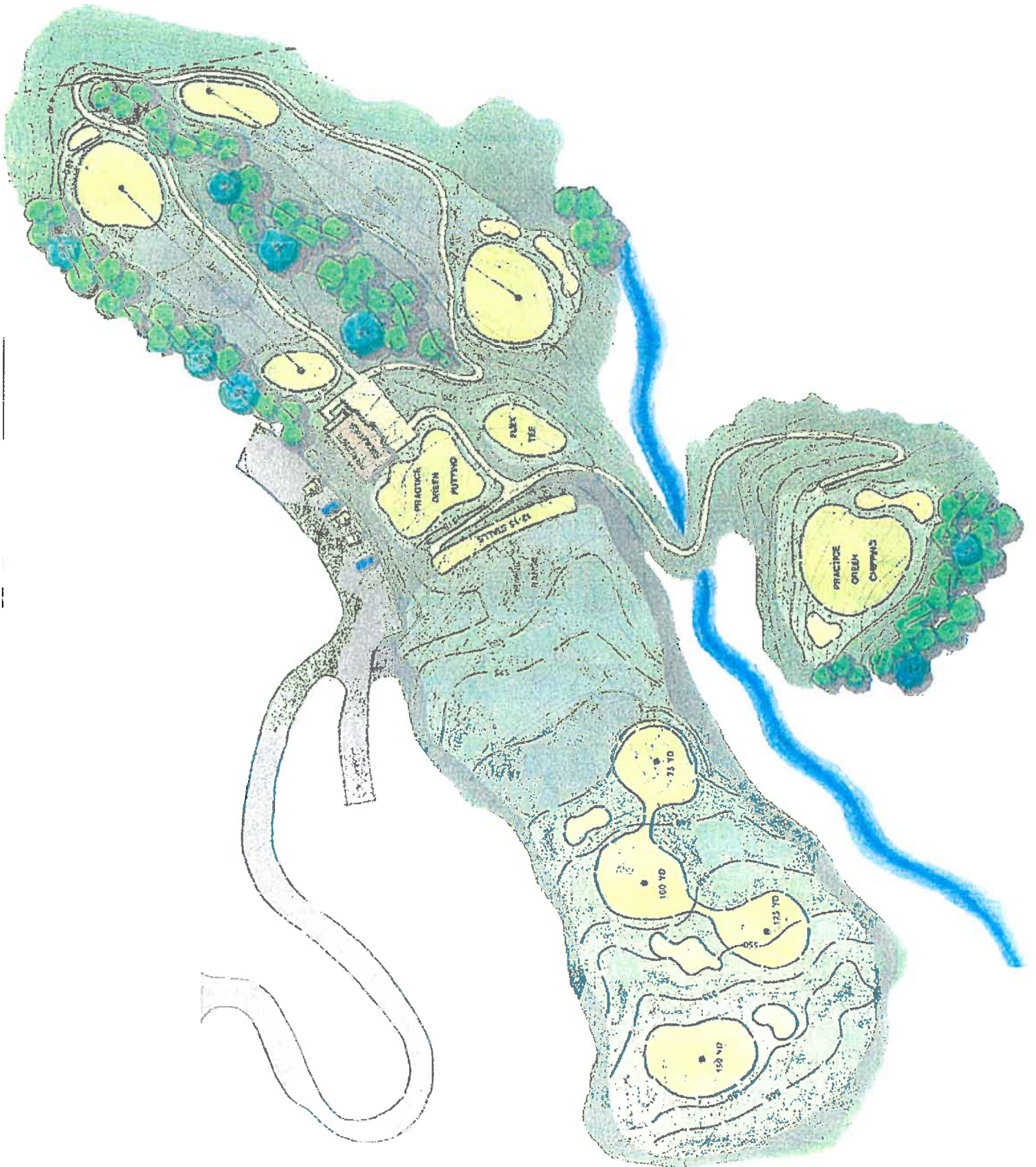
Instructions: 1.) Complete the above; 2.) Provide the appropriate signature of an authorized person/officer authorized to bind the proposer; 3.) Submit one original wet signature with one copy of the original submitted proposal and copies of this letter with the remaining copies of the submitted proposal.

**RFP EXHIBIT H**  
Experience With Similar Contracts Table

Instructions: Before you begin, copy this blank form as needed to record your Experience With Similar Contracts history. Once complete, label page numbers accordingly. Page \_\_\_\_\_ of \_\_\_\_\_

Submissions in response to the Director of Instruction Request for Proposals (RFP) constitutes authorization for the Department of Recreation and Parks to contact former or current clients listed on this exhibit.

|                                                                             |          |                                      |                                                                       |                                                                  |
|-----------------------------------------------------------------------------|----------|--------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------|
| Client's Name:                                                              | Address: | Dollar amount of the entire Project: | Beginning and ending dates of the contract: (List most recent first.) | Reference Contact Person<br>Name:<br>Title:<br>Phone:<br>E-Mail: |
| Summary of Scope of Services:                                               |          |                                      |                                                                       |                                                                  |
| Was ending date due to termination? If yes, explain reason for termination. |          |                                      |                                                                       |                                                                  |
| Client's Name:                                                              | Address: | Dollar amount of the entire Project: | Beginning and ending dates of the contract: (List most recent first.) | Reference Contact Person<br>Name:<br>Title:<br>Phone:<br>E-Mail: |
| Summary of Scope of Services:                                               |          |                                      |                                                                       |                                                                  |
| Was ending date due to termination? If yes, explain reason for termination. |          |                                      |                                                                       |                                                                  |
| Client's Name:                                                              | Address: | Dollar amount of the entire Project: | Beginning and ending dates of the contract: (List most recent first.) | Reference Contact Person<br>Name:<br>Title:<br>Phone:<br>E-Mail: |
| Summary of Scope of Services:                                               |          |                                      |                                                                       |                                                                  |
| Was ending date due to termination? If yes, explain reason for termination. |          |                                      |                                                                       |                                                                  |



**APPROVED**  
JUL 08 2009

REPORT OF GENERAL MANAGER

NO. 09-195

DATE July 8, 2009


**BOARD OF RECREATION  
and PARK COMMISSIONERS**

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF YOUTH INSTRUCTOR – REQUEST FOR PROPOSALS

|                  |                   |
|------------------|-------------------|
| R. Adams _____   | J. Kolb _____     |
| H. Fujita _____  | *F. Mok <u>SM</u> |
| S. Huntley _____ | K. Regan _____    |
| V. Israel _____  | M. Shull _____    |

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board:

1. Approve the Request for Proposals (RFP) for Golf Youth Instructor, for a one (1) year contract, with two (2) one-year options to renew exercisable at the sole discretion of the General Manager, substantially in the form on file in the Board Office, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFP to the City Attorney for approval as to form;
3. Find, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract; and,
4. Authorize staff to advertise the RFP and conduct the RFP process, subsequent to City Attorney review and approval of the RFP as to form.

SUMMARY:

In July 2000, the Golf Division began the operation of the Tregnan Golf Academy (TGA) in Griffith Park. Since the opening of the facility, over 4,000 youths have participated in the golf youth and family program. Participants acquire the skills, knowledge and ability to compete in various golf tournaments and learn to play the game at an advanced level. Satellite programs were developed at the Westchester Golf Course in 2007 and at the Penmar Golf Course in 2008.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 09-195

The Golf Division expects to expand the program to other golf courses throughout the City with the assistance of a Golf Instructor.

On February 14, 2008, Letter of Agreement (LOA) No. E826 with Paula Olsen, in the amount of \$20,000, was executed to provide professional golf instruction and coordinate and implement a golf youth and family program. On May 7, 2008, the Board approved Supplemental Agreement to LOA No. E826 to extend the term of the Agreement and to increase the contract ceiling to \$60,000 (Board Report No. 08-119). On December 11, 2008, the Board approved an additional extension of the term until December 31, 2009, and increased the total contract ceiling to \$120,000 in order to allow time for staff to develop and release an RFP (Board Report No. 08-335).

Staff has developed and is now ready to release, at the direction of the Board, an RFP to continue and expand the golf youth and family program. This will include the development and implementation of a golf class curriculum for various age groups and ability levels, in accordance with Professional Golfers' Association of America guidelines. With this RFP, the Department will seek a qualified and experienced contractor who will meet or exceed the Department's expectations.

#### Evaluation Process

Proposals submitted in response to the RFP will be evaluated in two Levels. Level I will be a check and review for required compliance and submittal documents. Level II will be a comprehensive evaluation of the proposals by a panel composed of City employees, though the Department reserves the right to use outside individuals to assist with or perform the evaluation. Proposers must successfully pass Level I to proceed to Level II.

For the purpose of evaluation, the responsive proposals to Level I will be evaluated on the criteria below (Level II):

- 1) Experience and Qualifications (40 points);
- 2) Proposed Curriculum (30 points);
- 3) Proposed Compensation and Facility Use Reimbursement (30 points).

#### Recommendation

The best proposer will be recommended for a one (1) year contract, with two (2) one (1) year options to renew exercisable at the sole discretion of the General Manager, in an amount not to exceed \$62,400 per year and \$187,200 over the term of the contract.

## REPORT OF GENERAL MANAGER

PG. 3

NO. 09-195

The contract amount is an estimate, and the Department does not guarantee that the contract maximum amount will be reached. The contract awarded through this RFP shall be subject to funding availability and early termination by Department, as provided in the Standard Provisions for City Contracts (Rev. 3/09).

The RFP documents will be advertised in several periodicals, available on the Department's website, and posted on the Los Angeles Business Assistance Virtual Network (BAVN). In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by the Service Contracts Group. The anticipated time of completion for the RFP process is approximately eight to twelve months.

Interested parties will be invited to a pre-proposal conference to be held approximately one month after the release of the RFP in order to provide potential proposers with a review of the submittal documents and compliance documents.

Funding for service will be provided from the Department's Municipal Recreation Program, Fund 302, Department 89, Account 850K-00 (Automated Golf Reservation Account).

Charter Section 1022 Determination

On April 18, 2008, the Personnel Department completed a Charter Section 1022 review (Attachment A) and determined that there are currently no City employees that can perform the services being proposed for contracting. The Department does not have personnel with the necessary knowledge and expertise to provide for the development and implementation of golf class curriculum or specialized instruction that is critical to the program's development; including the requirement of maintaining a Class "A" Professional Golfers' Association of America (PGA) teaching card certification during the term of the contract. These skills are beyond City staff's abilities or experience, and therefore, it is more feasible to secure these services through a personal service contract.

FISCAL IMPACT STATEMENT:

Releasing the Request for Proposals has no impact on the Department's General Fund.

This report was prepared by Raymond Chang, Senior Management Analyst I, Finance Division, Administrative Resources Section, Service Contracts Group.



## ATTACHMENT A

## PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Recreation and Parks

## 2. Contacts

Department: Karen Freire Phone: (818) 243-6488 Fax No. (818) 243-8451  
 CAO: Veronica Salumbides Phone: (213) 473-7561 Fax No. (213) 473-7814

## 3. Work to be performed:

The Department of Recreation and Parks is seeking a contractor to assist in the development, implementation, and expansion of a Citywide golf program located at Tregnan Golf Academy (Academy) and additionally on an as-needed basis at various Department facilities. The services to be provided are as follows:

1. Develop and implement Golf class curriculum by providing a written curriculum for various age groups in accordance with the Professional Goffer's Association of America (PGA) guidelines, subject to the approval of the Academy Director or his/her designee, which includes golf playing rules, etiquette, safety regulations, specialized instructions, etc.; implement golf class programs, including supervising the implementation of curriculum by instructors; assist with managing Academy planning and operations through daily planning, organizing, and conducting golf classes and clinics; and provide as-needed professional one-on-one instructions at the Academy for youth not involved in the traditional Academy program.
2. Develop and implement golf tournaments and special events for Academy participants to take place at various Department facilities, including the development of tournament schedules.
3. Maintain a Class A PGA teaching card certification during the term of the contract, and
4. Assist with securing sponsorship and partnership opportunities.

4. Is this a contract renewal? Yes  No

5. Proposed length of contract: 3 years Proposed Start Date: 1/1/09

6. Proposed cost of contract (if known): \$180,000

7. Name of proposed contractor: Unknown

## 8. Unique or special qualifications required to perform the work:

Possession of a Class A PGA teaching card certification and the knowledge and expertise of providing junior and family golf instruction, including curriculum development and project management.

9. Are there City employees that can perform the work being proposed for contracting?  
 Yes  No

If yes,

- a. Which class(es) and Department(s): \_\_\_\_\_
- b. Is there sufficient Department staff available to perform the work? Yes  No
- c. Is there a current eligible list for the class(es)? Yes  No  Expiration Date \_\_\_\_\_
- d. Estimated time to fill position(s) through CSC process? Unknown
- e. Can the requesting department continue to employ staff hired for the project after project completion? Yes  No
- f. Are there City employees currently performing the work? Yes  No

REPORT OF GENERAL MANAGER

APPROVED  
MAY 17 2010

NO. 10-127

DATE May 17, 2010

BOARD OF RECREATION  
and PARK COMMISSIONERS

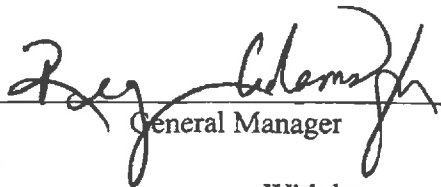
C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF YOUTH INSTRUCTOR - AWARD OF PROFESSIONAL SERVICES  
CONTRACT TO JEFFREY T. BARBER

R. Adams \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
S. Huntley \_\_\_\_\_  
V. Israel \_\_\_\_\_

\*F. Mok am  
K. Regan \_\_\_\_\_  
M. Shull \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. For the reasons stated herein, allow Paula Olsen to withdraw her proposal to provide golf instruction and related services for development and implementation of a golf program for youth and families, and authorize staff to return her proposal deposit;
2. Approve the proposed Professional Services Contract between the City of Los Angeles and Jeffrey T. Barber, to provide professional golf instruction and to continue the development and implementation of a golf program directed at youth and families, in an amount not to exceed \$62,400 per year, for a term of one year, with two (2) one-year options to renew, exercisable at the sole discretion of the General Manager, subject to approval of the Mayor and of the City Attorney as to form;
3. Find, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient expertise to undertake these specialized professional services and that it is more feasible to secure these services by contract;
4. Find, in accordance with Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best continue the development and implementation of a golf program for youths and families. In order to select the best proposer for this service, the Board finds it was necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in the Request for Proposals (RFP). The Board also finds that the narrower and more specialized competitive sealed proposal process

## REPORT OF GENERAL MANAGER

PG. 2

NO. 10-127

authorized but not required by Charter Section 371, subsection (b), would not meet the Department's needs and therefore opts to utilize the standard request for proposals process;

5. Direct the Board Secretary to transmit the proposed Professional Services Contract to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
6. Authorize the Board President and Secretary to execute the Contract upon receipt of the necessary approvals.

SUMMARY:

The Department of Recreation and Parks began operation of the Tregnan Golf Academy (TGA) in Griffith Park in July 2000. Participants receive instruction in the necessary skills, knowledge, and abilities in order to compete in golf tournaments or to play the game at a higher level. Satellite programs were developed at the Westchester Golf Course in 2007 and the Penmar Golf Course in 2008.

On July 8, 2009, the Board approved the release of a Request for Proposals (RFP) for Golf Youth Instructor in order to secure a multi-year term agreement with a responsible contractor to provide professional golf instruction and to continue the development and implementation of a golf program directed at youth and families in accordance with Professional Golfers' Association of America (PGA) guidelines (Board Report No. 09-195).

On August 14, 2009, the RFP was advertised in the Daily Journal, posted on the Los Angeles Business Assistance Virtual Network (BAVN) and made available on the Department's website. On September 16, 2009, a Pre-Proposal Conference was held to provide potential proposers with a review of the submittal documents and compliance documents. On October 27, 2009, the Department received two proposals:

- Paula Olsen
- Jeffrey T. Barber

As stipulated in the RFP, evaluation of the proposals would occur in two levels. Level I would be a check and review for required compliance and submittal documents and Level II would be a comprehensive evaluation of the proposals by a panel of City employees. Proposers must successfully pass Level I to proceed to Level II. Staff performed a Level I review of the following required documents:

## REPORT OF GENERAL MANAGER

PG. 3

NO. 10-127Compliance Documents:

- 1) Proposer's Signature Declaration and Affidavit
- 2) Disposition of Proposals
- 3) Affirmative Action Plan
- 4) Contractor Responsibility Ordinance Statement
- 5) Equal Benefits Ordinance Statement
- 6) Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance
- 7) Minority Business Enterprise (MBE) / Women Business Enterprise (WBE) / Other Business Enterprise (OBE) Subcontractor Outreach Program
- 8) Bidder Certification – CEC Form 50

Submittal Documents:

- 1) Cover Letter
- 2) Proposal Deposit
- 3) Experience and Qualifications
- 4) Proposed Curriculum
- 5) Proposed Compensation and Facility Use Reimbursement

Level I Proposals are found either Responsive (pass) or Non-Responsive (fail). Both proposers passed the Level I submittal requirements (Attachment A).

On November 30, 2009, an evaluation panel composed of two Department employees and one County of Los Angeles Parks and Recreation Department employee interviewed both proposers and evaluated the proposals for the Level II evaluation. Each proposal was scored in the areas of Experience and Qualifications, Proposed Curriculum, and Proposed Compensation and Facility Use Reimbursement. The evaluation panel scores are as follows:

| Proposer          | Experience and Qualifications | Proposed Curriculum | Proposed Comp. and Facility Use Reimbursement | FINAL TOTAL |
|-------------------|-------------------------------|---------------------|-----------------------------------------------|-------------|
| Paula Olsen       | 119                           | 89                  | 87                                            | 295         |
| Jeffrey T. Barber | 116                           | 85                  | 90                                            | 291         |

Paula Olsen scored higher in two of three areas and was initially the proposer to be recommended for award of the contract. In December 2009, Paula Olsen informed the Golf Division that she had accepted a full-time golf instructor position in Orange County and would be withdrawing her proposal. On February 18, 2010, staff received a signed letter from Ms. Olsen stating that she was formally withdrawing her proposal. The Golf Division and the Service Contracts Group reviewed the remaining proposal and found that the proposal submitted by Jeffrey T. Barber was a close second and met the needs of the Department.

## REPORT OF GENERAL MANAGER

PG. 4

NO. 10-127

Jeffrey T. Barber has worked as a teaching professional at the Tom Barber Golf Center in Moorpark, California since April 2000, and has developed and implemented a junior golf program at that facility. The proposal includes a sample golf class curriculum which includes family golf, junior golf, and group classes, including classes for women and for seniors. Jeffrey T. Barber proposed a compensation of \$25.00 per hour for the first year of the contract, \$27.50 per hour for the second year, and \$30.00 per hour for the third year.

Staff recommends that the contract be awarded to Jeffrey T. Barber for a term of one (1) year, with two (2) one-year options to renew, exercisable at the sole discretion of the General Manager, in an amount not to exceed \$62,400 per year. Staff also recommends that Paula Olsen be allowed to withdraw her proposal and that her proposal deposit be returned.

Charter Section 1022 Finding

Los Angeles City Charter Section 1022 prohibits contracting out work that could be done by City employees unless the Board determines it is more economical and/or feasible to contract out the service.

On August 28, 2008, the Personnel Department completed a Charter Section 1022 review (Attachment B) and determined that there are no City classifications that could provide professional golf instruction services. It is therefore more feasible to secure these services through an independent contractor.

FISCAL IMPACT STATEMENT:

Funding for this contract will be provided from Fund 302, Department 89, Automated Golf and Tennis Reservation Account 850-00. There is no impact to the Department's General Fund.

This report was prepared by Raymond Chang, Senior Management Analyst I, Finance Division, Administrative Resources Section, Service Contracts Group.

DEPARTMENT OF RECREATION AND PARKS  
GOLF YOUTH INSTRUCTOR RFP  
LEVEL I EVALUATION SUMMARY

|                         |                                                                                      | Paula Olsen |               | Jeffrey T. Barber |               |
|-------------------------|--------------------------------------------------------------------------------------|-------------|---------------|-------------------|---------------|
| I. Compliance Documents |                                                                                      | Submitted   | In Compliance | Submitted         | In Compliance |
| 1.                      | Proposer's Signature Declaration and Affidavit                                       | Pass        | Pass          | Pass              | Pass          |
| 2.                      | Disposition of Proposals                                                             | Pass        | Pass          | Pass              | Pass          |
| 3.                      | Affirmative Action Plan                                                              | Pass        | Pass          | Pass              | Pass          |
| 4.                      | Contractor Responsibility Ordinance (CRO) Statement                                  | Pass        | Pass          | Pass              | Pass          |
| 5.                      | Equal Benefits Ordinance (EBO) Statement                                             | Pass        | Pass          | Pass              | Pass          |
| 6.                      | Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO)    | Pass        | Pass          | Pass              | Pass          |
| 7.                      | Good Faith Effort Requirement - MBE/WBE/OBE Subcontractor Mandatory Outreach Program | Pass        | Pass          | Pass              | Pass          |
| 8.                      | Bidder Certification City Ethics Commission (CEC) Form 50                            | Pass        | Pass          | Pass              | Pass          |
| II. Proposal Items      |                                                                                      |             |               |                   |               |
| 1.                      | Cover Letter                                                                         | Pass        | Pass          | Pass              | Pass          |
| 2.                      | Proposal Deposit                                                                     | Pass        | Pass          | Pass              | Pass          |
| 3.                      | Experience and Qualifications                                                        | Pass        | Pass          | Pass              | Pass          |
| 4.                      | Proposed Curriculum                                                                  | Pass        | Pass          | Pass              | Pass          |
| 5.                      | Proposed Compensation and Facility Use Reimbursement                                 | Pass        | Pass          | Pass              | Pass          |

## PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Recreation and Parks

ATTACHMENT B

## 2. Contacts

Department: Raymond Chang Phone | (818) 243-6421 Fax No. (818) 243-1459  
 CAO: Veronica Salumbides Phone | (213) 473-7561 Fax No. (213) 473-7514

## 3. Work to be performed:

The Department of Recreation and Parks is seeking an amendment to a supplemental agreement with the Contractor Paula Olsen who assists in the development, implementation, and expansion of a Citywide golf program located at Tregnan Golf Academy (Academy) and additionally on an as-needed basis at various Department facilities. The services to be provided are as follows:

1. Develop and implement Golf class curriculum by providing a written curriculum for various age groups in accordance with the Professional Golfer's Association of America (PGA) guidelines, subject to the approval of the Academy Director or his/her designee, which includes golf playing rules, etiquette, safety regulations, specialized instructions, etc.; implement golf class programs, including supervising the implementation of curriculum by instructors; assist with managing Academy planning and operations through daily planning, organizing, and conducting golf classes and clinics; and provide as-needed professional one-on-one instructions at the Academy for youth not involved in the traditional Academy program.
2. Develop and implement golf tournaments and special events for Academy participants to take place at various Department facilities, including the development of tournament schedules.
3. Maintain a Class A PGA teaching card certification during the term of the contract, and
4. Assist with securing sponsorship and partnership opportunities.

4. Is this a contract renewal? Yes  No 5. Proposed length of contract: 1 year Proposed Start Date: 1/1/096. Proposed cost of contract (if known): \$120,0007. Name of proposed contractor: Paula Olsen

## 8. Unique or special qualifications required to perform the work:

Possession of a Class A PGA teaching card certification and the knowledge and expertise of providing junior and family golf instruction, including curriculum development and project management.

## 9. Are there City employees that can perform the work being proposed for contracting?

Yes  No 

If yes.

- a. Which class(es) and Department(s): \_\_\_\_\_
- b. Is there sufficient Department staff available to perform the work? Yes  No
- c. Is there a current eligible list for the class(es)? Yes  No  Expiration Date \_\_\_\_\_
- d. Estimated time to fill position(s) through CSC process? Unknown
- e. Can the requesting department continue to employ staff hired for the project after project completion? Yes  No
- f. Are there City employees currently performing the work? Yes  No


10. Findings

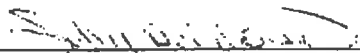
- City employees DO NOT have the expertise to perform the work
- City employees DO have the expertise to perform the work

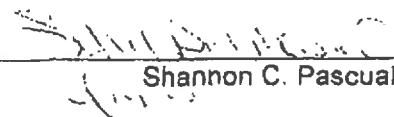
Check if applicable (explanation attached) and send to CAO for further analysis

- Project of limited duration would have to layoff staff at end of project
- Time constraints require immediate staffing of project
- Work assignment exceeds staffing availability

SUMMARY: The Personnel Department completed a 1022 determination for a new three year contract with the same scope of work in April 2008, but the contract was never approved. Therefore, Rec and Parks has requested a one year amendment to the existing Paula Olsen contract which is set to expire 12/31/08. The determination remains the same; there is currently no City classification that can perform the services the department is seeking or meets the requirements outlined above.

Submitted by:   
Dominique Camaj

Reviewed by:   
Shelly Del Rosario

Approved by:   
Shannon C. Pascual

Date: 6/30/08