

APPROVED

APR 03 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-068

DATE April 3, 2019

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AWARD OF CONTRACTS FOR AS-NEEDED BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT – USE OF THE COMPETITIVE SELECTION PROCESS OF THE LOS ANGELES FIRE DEPARTMENT REQUEST FOR QUALIFICATIONS NO. 2017-038-001.

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	_____
H. Fujita	_____	*N. Williams	<u>now</u>



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that the services to be provided are professional and special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous as it is necessary for the Department of Recreation and Parks (RAP) to be able to call on contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;
2. Find, pursuant to Charter Section 371(e)(8), that the City may, in lieu of undertaking its own competitive bidding or proposal process, utilize (piggyback) the City of Los Angeles Fire Department's (LAFD) competitive selection process Request for Qualifications (RFQ) No. 2017-038-001 (Attachment 1);
3. Find, pursuant to Charter Section 371(e)(10), that the use of competitive bidding for the required professional, scientific, expert or technical services would be undesirable, impractical or impossible or is otherwise excused by common law and the Charter because several personal service contracts are required to provide the contracted services on an as-needed and occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed.
4. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to the proposed contracts is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of

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availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the RAP to perform services;

5. Find as the contract awarding authority, in accordance with Charter Section 1022, that the work can be performed more economically or feasibly by independent contractors than by City employees because RAP does not have, available in its employ, personnel with sufficient time or necessary expertise to perform brush clearance, weed and refuse abatement work projects in a timely manner, and therefore it is more feasible, economical and in RAP's best interest, to secure these services by contract with multiple contractors to perform this work as-needed and on an occasional, but frequent basis;
6. Find that RAP requires one or more on-call contractors to provide bush clearance, weed and refuse abatement services;
7. Find that the recommended contractors are experienced in providing brush clearance, weed and refuse abatement service economically and expediently to RAP, and is willing to perform such services, and it is in RAP's best interest to secure these services from these recommended contractors;
8. Find that by the letter written on March 20, 2019, LAFD authorized RAP to utilize their competitive bid process (Attachment 2);
9. Approve the award of contracts (Contracts) in accordance with the details set for in the Summary of this Report and in substantially the form attached as Attachment 3 to this Report, for brush clearance, weed and refuse abatement services on an occasional and as needed basis, not-to-exceed Two Million Dollars (\$2,000,000.00) per year, per Contract and instruct RAP staff to award such Contract, to the following seven contractors pursuant to the LAFD Request for Qualifications No. 2017-038-001, for a term of one (1) year, with options to extend such term for two (2) additional one-year (1) increments at the discretion of RAP's General Manager:
 - 1) Avalon Landscape Inc.
 - 2) Brian Walsh Brush Clearance (Brian T. Walsh)
 - 3) International Environmental Corp.
 - 4) Pan American Brush Clearance, Inc.
 - 5) Pepo Weed Abatement, Inc.
 - 6) Silent Fire, Inc., DBA Monet Wild Flowers
 - 7) Thrifty Tree Service, Inc.
10. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Contract for each of the contractors to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and, concurrently to the City Attorney for review and approval as to form;

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11. Authorize RAP's General Manager or designee to make technical corrections as necessary to carry out the intent of this Report; and
12. Authorize the Board President and Secretary to execute the Contracts upon receipt of the necessary approvals.

SUMMARY

RAP owns, possesses, manages and controls park property for the City of Los Angeles. RAP has a mandatory duty to remove "any hazardous refuse or hazardous weeds, trees or other vegetation which, by reason of proximity to a building or structure, constitutes a fire hazard." (Los Angeles Municipal Code (L.A.M.C.) Section (Sec.) 57.322.1). The phrase "hazardous weeds, trees, or other vegetation" is defined in the City's Fire Protection and Prevention (Fire Code) as "weeds, trees or other vegetation which are in such condition and location as to provide a ready fuel supply to augment the spread or intensity of a fire." (LAMC Sec. 57.322.1 – General Brush Clearance). The applicable Fire Code regulations that pertain to brush clearance are found in LAMC Secs. 57-322.1 through 57.322.1.1.9. These regulations require RAP to abate certain hazardous public nuisances including, but not limited to, brush clearance of weeds, trees and other vegetation. In order to comply with the LAMC in a timely fashion, RAP requires the service of a pre-qualified brush clearance contractor(s), each of whom may execute an agreement with RAP.

Each year, RAP puts out to bid brush clearance service packages for approximately two hundred ninety-five (295) parcels of varying sizes. By letter written on March 20, 2019, LAFD authorized RAP to utilize its competitive bid process. A pre-qualified group of brush clearance contractors were selected through that competitive process under LAFD RFQ No. 2017-038-001. This group of contractors has received training and certification through LAFD's Brush Clearance Unit. Awarded Contractors were required to attend a mandatory orientation session presented by LAFD outlining the City and LAFD's Brush Clearance policies and compliance needs. All Contractors must comply with the City's Standard Provisions for Contracts and LAFD's Brush Clearance policies. Upon contract execution, contractors must possess a C-27 license from the Contractors State License Board (CSLB) to qualify for clearing brush; additionally, a CSLB C-61 license with a D-49 designation is required for contractor to perform tree trimming above thirteen (13) feet in height.

RAP will compile a number of bid packages for the work required, usually consisting of thirty (30) to fifty (50) hours or more of brush clearance, weed, refuse abatement, tree trimming and removal usual for a typical five (5) person crew. These packages may include multiple parcels to be abated. Work will be awarded to the lowest responsive bidder on the approved list. When the bid package is awarded the contractor becomes responsible for completing the work within thirteen (13) calendar days. Since time is of the essence for this work, contractors who fail to meet the deadlines will be assessed liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day for any package awarded up to Two Thousand Dollars (\$2,000.00) or a rate of ten-percent (10%) of the awarded amount per day for any packages over Two Thousand Dollars (\$2,000.00).

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The proposed Contracts are recommended in an amount not-to-exceed an annual expenditure of Two Million Dollars (\$2,000,000.00) per year, per contract on as-needed basis. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the contract, guarantees no minimum amount of business or compensation. The contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev 10/17)[v.3].

FISCAL IMPACT STATEMENT

RAP anticipates the 2019-20 budget will allocate Two Million Five Hundred Fifteen Thousand Forty Four Dollars (\$2,515,044.00) for brush clearance in Contractual Services Account 3040. That amount plus the current balance of Eight Hundred Eighty Seven Thousand Four Hundred Eighty Five Dollars (\$887,485.00) is expected to be sufficient to meet RAP's required clearance responsibilities for the 2019-20 seasons.

This Report was prepared by Robert Feld, Senior Management Analyst I and reviewed by Matthew Rudnick, Chief Management Analyst, Finance Division.

LIST OF APPENDICES/ ATTACHMENTS

- 1) LAFD Request for Qualifications 2017-038-001
- 2) Letter from LAFD dated March 20, 2019
- 3) Contract (generic format)

REQUEST FOR QUALIFICATIONS (RFQ)
BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT
CONTRACTOR
LOS ANGELES FIRE DEPARTMENT
RFQ NO. 2017-038-001



ISSUED BY
CITY OF LOS ANGELES
LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION AND PUBLIC SAFETY BUREAU

March 9, 2017

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REQUEST FOR QUALIFICATIONS NO. 2017-038-001

**BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT CONTRACTOR
LOS ANGELES FIRE DEPARTMENT**

DATE ISSUED: Friday, March 9, 2017

TITLE: Brush Clearance, Weed and Refuse Abatement Contractor

DESCRIPTION: The Los Angeles Fire Department is seeking qualified Contractors for brush clearance, weed and refuse abatement services located in the Very High Fire Hazard Severity Zone.

MANDATORY PRE-RESPONSE MEETING:

Only respondents who attend the **Mandatory Pre-Response** meeting are eligible to submit a response to this RFQ.

Thursday, March 23, 2017
9:00 am, Pacific Time
Los Angeles Fire Department
Brush Clearance Unit
6262 Van Nuys Boulevard, Suite 451
Van Nuys, California 91401
(818) 778-4909

RFQ RESPONSE DEADLINE: **Thursday, April 20, 2017**
3:00 pm, Pacific Time

DELIVERY ADDRESS: Los Angeles Fire Department
Brush Clearance Unit
6262 Van Nuys Boulevard, Suite 451
Van Nuys, California 91401
(818) 778-4909

RFQ ADMINISTRATOR: **Rosemarie Barraza**
Senior Management Analyst I
Fire Marshal's Office
Rosemarie.barraza@lacity.org

1. INTRODUCTION

The City of Los Angeles Fire Department (“Department”), Brush Clearance Unit (“BCU”), seeks qualified contractors to provide brush clearance, weed and refuse abatement services in the Very High Fire Hazard Severity Zones (“VHFHSZ”) on improved and unimproved, public and private properties.

The purpose of this Request for Qualifications (“RFQ”) is to establish a list of qualified contractors with sufficient crews, equipment, licenses, certifications, and insurance to provide brush, weed and refuse abatement services in the VHFHSZ. Qualified respondents will be awarded a contract and invited to participate in weekly bid sessions that will begin in July 2017.

The Department has performed the Charter §1022 review and outreach and it was determined the work could be performed more economically and feasibly by independent contractors than by City employees.

2. TERM OF THE CONTRACT

The Department intends to award as many contracts as necessary to serve the Department’s needs. Each contract will commence on July 1, 2017 and will have a term of one (1) year with the option to extend the term for an additional two (2) years, exercisable in one (1) year renewal options, at the sole discretion of the Board of Fire Commissioners or its designee.

A sample of the contract that will be issued pursuant to this RFQ is attached herein as Attachment A - Sample Brush Clearance, Weed and Refuse Abatement Agreement. Respondents are urged to review the contract to become familiar with its terms and conditions.

3. SCOPE OF SERVICES

This RFQ seeks qualifications from interested respondents with the appropriate experience, reputation, equipment, work crew and financial responsibility to perform weed abatement, landscape vegetation removal, defensive spacing, tree trimming and removal, and refuse removal services as specified in Los Angeles Municipal Code (“LAMC”) §57.322 and §57.503.1.6.6. The BCU will compile weekly bid packages usually consisting of thirty (30) to fifty (50) hours or more of brush clearance, weed and refuse abatement, and tree trimming and removal work for a typical five (5) person crew. Bid packages may include more than one (1) parcel to be abated and interested contractors will have seven (7) days to respond with a bid.

The bid process is described in more detail in Section 4 – Bid Process of Attachment A – Sample Brush Clearance, Weed and Refuse Abatement Agreement.

Once the Contractor has accepted the bid award, the bid and the related bid package, become part of the contract and the Contractor will be held responsible for completing the work by 5:00 pm, Pacific Time, thirteen (13) calendar days after the awarding of the bid. Tree trimming and removal above thirteen (13) feet will be awarded only to contractors who possess the

appropriate license(s) from the California Contractors State License Board and Workers' Compensation Insurance (Code 0106) as outlined below in Section 3.2.2.

3.1. Services Solicited

In order to perform the work required, respondents should be familiar with the following:

- 3.1.1. Brush clearance in hilly, steep areas.
- 3.1.2. Ability to identify property lines and decipher the County Assessor's map.
- 3.1.3. Familiarity with various types of hazardous vegetation, insects, and other wildlife.
- 3.1.4. Ability to manage time and workload relative to contract requirements.
- 3.1.5. Tree trimming and/or removal requirements and workload relative to contract requirements.
- 3.1.6. Ability to submit a bid on a property using standard bidding estimates.
- 3.1.7. Working knowledge of the Los Angeles Fire Code requirements for brush clearance.
- 3.1.8. Removal of debris including car parts, metal, and other material specified on Work Order Solicitation.

3.2. License, Certification, Insurance and Registration Requirements

Contractors awarded a contract pursuant to this RFQ will be required to submit proof of the following requirements to the BCU at least seven (7) days prior to a bid session.

- 3.2.1. Requirements for Brush Clearance, Weed and Refuse Abatement Services (Appendix 1):
 - 3.2.1.1. Current California C-27 Landscaping Contractor State License.
 - 3.2.1.2. Workers' Compensation Insurance Code 0109.
 - 3.2.1.3. Proof of insurance as specified in Attachment B – Insurance Requirements in the City's system Track4LA.lacity.org. If awarded a contract, the contractor must maintain the required insurance minimums and upload updated certificates as necessary throughout the life of the contract awarded pursuant to this RFQ.
 - 3.2.1.4. All vehicles used must be California Highway Patrol ("CHP") approved. A CHP Safety Net Driver/Vehicle Inspection Report (CHP 407) will be required for all vehicles used to conduct weed and refuse abatement.
 - 3.2.1.5. When work location require utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc., a C-31 Construction Zone Traffic Control Contractor State License is required.
- 3.2.2. Requirements for Tree Trimming and Removal Above Thirteen (13) feet (Appendix 2):
 - 3.2.2.1. Current California C-61/D-49 Limited Specialty Tree Service Contractor State License.

- 3.2.2.2. Workers' Compensation Insurance Code 0106.
- 3.2.2.3. All Tree Trimmers shall be qualified line clearance trimmers / Electrical Hazards Awareness Program ("EHAP") Certified.
- 3.2.2.4. One (1) full-time American Society of Consulting Arborists ("ASCA") Registered Consulting Arborist on staff when City of Los Angeles Bureau of Street Services, Urban Forestry Division reporting requirements are conducted.
- 3.2.2.5. Proof of insurance as specified in Attachment B – Insurance Requirements in the City's system Track4LA.lacity.org. If awarded a contract, the contractor must maintain the required insurance minimums and upload updated certificates as necessary throughout the life of the contract awarded pursuant to this RFQ.
- 3.2.2.6. All vehicles used must be CHP approved. A CHP Safety Net Driver/Vehicle Inspection Report (CHP 407) will be required for all vehicles used to conduct weed and refuse abatement.
- 3.2.2.7. When work location require utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc., a C-31 Construction Zone Traffic Control Contractor State License is required.

Additionally, depending upon the actual work required under each Work Order Solicitation for tree trimming and removal, contractors will also be required to possess one (1) or more of the following license(s)/certification(s) to be eligible to bid for work.

Service Category 1: Certified Arborist Tree Trimming or Removal

- i. One (1) full-time Certified Arborists on staff certified through International Society of Arboriculture ("ISA")

Service Category 2: Municipal Specialist Tree Trimming or Removal

- i. One (1) full-time Municipal Specialist on staff certified through ISA
- ii. One (1) full-time Tree Risk Assessment Qualification ("TRAQ") Certified Arborist on staff certified through ISA

Service Category 3: Utility Tree Trimming or Removal

- i. One (1) full-time Utility Specialist on staff certified through ISA

Respondents who do not hold required licenses, certifications, and insurance for tree trimming and removal work listed above by the RFQ Response deadline may become eligible to bid on said packages throughout the term of their contract provided that they submit proof of requirements specified above to the BCU at least seven (7) days prior to a bid session for tree trimming and removal.

- 3.2.3. Requirements for providing brush clearance, weed and refuse abatement services on **public/government properties**:

- 3.2.3.1. California Department of Industrial Relations ("DIR") Registration Requirement (Appendix 3A)

Contractors are advised that pursuant to California State Senate Bill 854:

- i. No contractor or subcontractor may be listed on a bid for a public works project unless registered with the DIR pursuant to Labor Code §1725.5.
- ii. No contractor or subcontractor may be awarded a bid for a public works project unless registered with the DIR pursuant to Labor Code §1725.5.
- iii. DIR maintains a current list of registered contractors at <https://efiling.dir.ca.gov/PWCR/Search.action>. To register visit: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

Respondents seeking additional information regarding requirements of the DIR may refer to Appendix 3A – California Department of Industrial Relations Registration Requirement.

3.2.3.2. Prevailing Wage Requirements (Appendix 3B)

- i. If awarded a contract as a result of this RFQ, contractors must comply with the provisions of the Labor Code of the State of California that require the contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed in the execution of the contract. The Contractor must post a copy of the “General Prevailing Wage Rates” in a conspicuous place at the job site available to all employees and applicants for employment.
- ii. The “General Prevailing Wage Rates” shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Contractors can obtain copies of these rates by calling Office of Contract Compliance at (213) 847-1922 or from the Office of Policy, Research, and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4780.

Respondents seeking additional information regarding Prevailing Wage Requirements may refer to Appendix 3B – City of Los Angeles Labor Compliance Manual.

3.3. Equipment and Driver/Vehicle Inspection Report requirements

If awarded a contract pursuant to this RFQ, contractors must have the following equipment at the job site:

- 3.3.1. A 2.5 gallon water fire extinguisher with a UL Rating of Class 2A
- 3.3.2. A dry chemical fire extinguisher with UL Rating of Class 4A:60B:C for each vehicle used to do weed and refuse abatement

- 3.3.3. Spark arrester
- 3.3.4. Wheel chokes
- 3.3.5. Landscaper's First Aid Kit
- 3.3.6. Reflective vest for all employees on site
- 3.3.7. Hard hat for all employees on site
- 3.3.8. Safety glasses for all employees on site
- 3.3.9. Protective gloves and clothing for all employees on site
- 3.3.10. Ear protection for all employees on site
- 3.3.11. A CHP Safety Net Driver/Vehicle Inspection Report (CHP 407) for all vehicles used to do weed and refuse abatement. The Contractor will be required to renew their CHP 407 annually.

4. MANDATORY PRE-RESPONSE MEETING

4.1. Overview of RFQ and City contracting Requirements

A **mandatory** Pre-Response meeting will be held to provide an overview of the contents and requirements of this RFQ. Potential respondents who fail to attend this mandatory meeting **will not** be eligible to submit a response to this RFQ. City staff will be available to respond to questions regarding RFQ requirements and other mandated City policies and compliance requirements.

The mandatory Pre-Response meeting will be held on:

Thursday, March 23, 2017
9:00 am – 11:30 am, Pacific Time
Los Angeles Fire Department
Brush Clearance Unit
6262 Van Nuys Boulevard, Suite 451
Van Nuys, California 91401

It is expected that all respondents attending this meeting will have reviewed the RFQ and its attachments in their entirety.

To maximize the effectiveness of the meeting, to the extent possible, respondents are asked to submit questions by email to the RFQ Administrator Rosemarie Barraza at rosemarie.barraza@lacity.org at least one (1) week prior to the meeting. Questions and responses will be discussed at the Mandatory Pre-Response meeting.

4.2. Reasonable Accommodations for Persons with Disabilities

As an entity covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend the mandatory meeting or other on-site visit, please contact the RFQ Administrator Rosemarie

Barraza at rosemarie.barraza@lacity.org at least five (5) working days prior to the scheduled event.

5. DOCUMENT REQUIREMENTS FOR RFQ RESPONSE

Respondents must submit one (1) one-sided original and five (5) double-sided copies of the RFQ Response containing all required information and documents listed in this section by:

Thursday, April 20, 2017, by 3:00 pm, Pacific Time

Documents delivered after the deadline will not be accepted.

Each of the thirteen (13) RFQ Responses must be submitted in three-ring binders and delivered in person or by courier service to:

**Los Angeles Fire Department Brush Clearance Unit
6262 Van Nuys Boulevard, Suite 451
Van Nuys, California 91401**

Persons who deliver their documents in person will be given a date and time-stamped receipt. Timely submission of required documents is the sole responsibility of the respondent.

A respondent may withdraw its response prior to the specified due date and time by submitting a written request to withdraw on company letterhead, signed by an authorized representative of the Respondent.

Submission of a response to this RFQ shall constitute acknowledgement and acceptance of all terms and conditions set forth herein.

5.1. Cover Letter

A cover letter with the following information must accompany your RFQ Response:

- 5.1.1. RFQ reference number 2017-38-001
- 5.1.2. Company name and address
- 5.1.3. Legal name if different from business name. NOTE: The Company's legal name must match the name on any license(s), the City of Los Angeles Business Tax Registration Certificate ("BTRC"), insurance documents as well as the DIR Registry for contractors working on public property.
- 5.1.4. Current Contractor's license number(s) and expiration date(s).
- 5.1.5. City of Los Angeles BTRC Number.
- 5.1.6. Name, title and contact information for the company's authorized representative(s), including valid e-mail, mailing address and phone numbers.
- 5.1.7. Brief narrative introducing the company and highlighting special strengths the firm possesses to perform the work requested in this RFQ.
- 5.1.8. Indicate current levels of insurance coverage and highlight any concerns you

have meeting the levels of insurance coverage (Workers' Compensation Code 0109 and 0106) in this RFQ.

5.2. Statement of Qualifications Questionnaire (Attachment C)

To be considered for a contract pursuant to this RFQ, respondents must complete and submit Attachment C – Statement of Qualifications Questionnaire requesting the following information:

5.2.1. Work History

Provide a brief history of respondent's experience with providing brush clearance, weed and refuse abatement services for public agencies within the past five (5) years.
Include:

- 5.2.1.1. Name and address of public agency
- 5.2.1.2. Name of agency representative, title, email and phone number
- 5.2.1.3. Start and end dates
- 5.2.1.4. Experience in various types of terrain
- 5.2.1.5. Brief description of work (i.e. acres, number of personnel/crews on job, interaction with property owners and the public, etc.)

5.2.2. Safety Procedures

Describe all safety procedures you have in place to protect the public, your work crews, and the work site during an abatement assignment. Include emergency procedures you have in place to address: 1) Medical Emergencies; 2) Tree Rescues; and 3) Power Line Emergencies.

5.2.3. Accident History

Describe any accidents or incidents of safety violations within the past five (5) years and include how these situations were managed and what procedures were implemented to avoid recurrence.

5.2.4. Training

Describe all training programs you provide for your employees, including the frequency of such training.

For the purposes of this RFQ and the contracts resulting from this RFQ, the term "bidder" or "proposer" means "respondent" and the term "proposal" means "RFQ Response" in the provisions below.

5.3. Municipal Lobbying Ordinance (Attachment D1 and D2)

The Municipal Lobbying Ordinance (Attachment D1) serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers are required to complete, sign and submit Attachment D2 – Bidder Certification CEC Form 50 and submit with their RFQ response. Proposals submitted without a completed CEC Form 50 shall be deemed non-responsive and disqualified from being considered.

Further information is available at: <http://ethics.lacity.org/lobby/lobby.cfm>

5.4. City Charter §470 (c)(12) (Attachment E)

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

All proposers must complete Attachment E – Bidder Contributions Form CEC 55 and submit with the proposal. Proposals submitted without a completed CEC Form 55 shall be deemed non-responsive and disqualified from being considered.

5.5. Contractor Responsibility Ordinance and Questionnaire a (Attachment F1 and F2)

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code ("LAAC") §10.40 et seq., Contractor Responsibility Ordinance ("CRO"). Bidders/Proposers shall refer to Attachment F1 – Contractor Responsibility Ordinance for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return with their proposal Attachment F2 – Contractor Responsibility Questionnaire. Failure to return the completed Questionnaire may result in a Bidder/Proposer being deemed non-responsive and disqualified from being considered.

5.6. Child Support Ordinance (Attachment G)

The City of Los Angeles requires that all contractors and subcontractors performing work for the City comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. Bidders/proposers are required to complete and sign Attachment G – Certification of Compliance with Child Support Obligations Form and submit as part of the RFQ Response. Failure to return the

completed certification as part of the bid or proposal will result in the bid or proposal being deemed non-responsive and being rejected.

5.7. Affidavit of Non-Collusion (Attachment H)

The Affidavit of Non-Collusion guarantees that the bid is genuine, not a sham or collusive. Bidders/proposers must complete and sign Attachment H – Affidavit of Non-Collusion and submit as part of the RFQ Response. Failure to submit a completed Affidavit of Non-Collusion will result in deeming the respondent's RFQ Response as non-responsive and disqualified from being considered.

Respondents should note that a separate and fully executed Affidavit of Non-Collusion will also be required at time of contract and at the submission of each bid.

5.8. Living Wage and Service Contractor Worker Retention Ordinances (Attachment I)

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 LAAC §10.37 et seq., Living Wage Ordinance (“LWO”) and §10.36 et seq., Service Contractor Worker Retention Ordinance (“SCWRO”). Bidders/Proposers shall refer to Attachment I – Living Wage Ordinance and Service Contractor Worker Retention Ordinance for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one (1) 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>. The List of Statutory Exemptions is included in the Attachment I – Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

Additional information is available at: <http://bca.lacity.org>.

5.9. Equal Benefits Ordinance / First Source Hiring Ordinance (Attachment J)

If a contract is subject to the Equal Benefits Ordinance (“EBO”) and/or the First Source Hiring Ordinance (“FSHO”), Bidders/Proposers are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles’ Business Assistance Virtual Network (“BAVN”) at www.labavn.org. Bidders/Proposers are responsible for creating a BAVN profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of LAAC §10.8.2.1, Equal Benefits Ordinance.

All Bidders/Proposers shall complete and submit the EBO Compliance Affidavit, available on BAVN, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the City's BAVN residing at www.labavn.org. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the EBO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>. Respondents shall refer to Attachment J – Instructions for Submitting BAVN Compliance Documents for submission assistance.

First Source Hiring Ordinance:

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 LAAC §10.44 et seq., First Source Hiring Ordinance.

All Bidders/Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the BAVN residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded on the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the FSHO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>. Respondents shall refer to Attachment J – Instructions for Submitting BAVN Compliance Documents for submission assistance.

5.10. Slavery Disclosure Ordinance (Attachment J)

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance ("SDO") in LAAC §10.41, any contract awarded pursuant to this RFQ will be subject to the SDO. All Bidders/Proposers shall complete and electronically sign the Slavery Disclosure Affidavit available on BAVN residing at www.labavn.org prior to award of a City contract. Bidders/Proposers are required to complete the electronic affidavit on BAVN and submit a print out of completed SDO affidavit prior to award of contract.

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

Respondents shall refer to Attachment J – Instructions for Submitting BAVN Compliance Documents for submission assistance.

5.11. Business Locations and Workforce Information (Attachment K)

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the Los Angeles City Council requires all City Departments to gather information on the headquarters address and certain information on the employees of the firms contracting with the City (Council File No. 92-0021). Respondents must complete and submit Attachment K – Business Locations and Workforce Information Form prior to an award of contract.

5.12. City of Los Angeles Contract History (Attachment L)

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding ten (10) years. Respondents must complete and submit Attachment L – City of Los Angeles Contract History Form with their RFQ Response.

5.13. Iran Contracting Act of 2010 Compliance Affidavit (Attachment M)

In accordance with California Public Contract Code §2200-2208, all bidders 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 Attachment M – Iran Contracting Act of 2010 Compliance Affidavit with their RFQ Response.

6. DOCUMENTS REQUIRED PRIOR TO AWARD OF CONTRACT

If recommended for an award of contract, prior to the award of a City contract, the following requirements must be submitted to the RFQ Administrator Rosemarie Barraza at rosemarie.barraza@lacity.org.

6.1. Insurance Requirements (Attachment B)

Prior to the execution of a contract, respondents must submit evidence of insurance coverage as described in Attachment B – Insurance Requirements and summarized as follows:

- 6.1.1. General Liability Insurance in the amount of \$1 million is required to cover Contractor's operations whenever the City is at risk of third party claims that may arise out of the Contractor's performance under the contract.
- 6.1.2. Automobile Insurance in the amount of \$1 million shall always be required for vehicles used in performing work of the City Contract awarded pursuant to this

RFQ or where the vehicles are driven off-road on City premises.

6.1.3. Workers' Compensation Insurance in the amount of \$1 million including a Waiver of Subrogation is required for jobs where Contractor's employees are working under hazardous conditions while under a City contract. Additionally, proof of the following will be required seven (7) days prior to a bid session:

6.1.3.1. Code 0109 is required for standard landscaping work

6.1.3.2. Code 0106 is required for tree trimming and removal above thirteen (13) feet

Electronic submission of completed insurance forms is now the preferred method. Insurance agents should complete forms and upload them on Track4LA, the City's online insurance compliance website at <http://track4la.lacity.org>. It uses standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format.

Respondents awarded a contract pursuant to this RFQ must have updated insurance certificates on file through Track4LA by 12:00 pm Pacific Time seven (7) days prior to bid day in order to participate in any bid session. Insurance must be maintained at levels indicated above throughout the life of the contract awarded pursuant to this RFQ.

Lapsed insurance certificates will trigger non-payment until proof of renewed insurance coverage is provided.

Risk Management is available to answer Contractor's insurance agents' questions at (213) 978-7475 (RISK).

6.2. Business Tax Registration Certificate

The City of Los Angeles requires all firms and individuals doing business within the City of Los Angeles to obtain the necessary Tax Registration Certificate(s) and pay City business taxes. All firms and individuals that conduct business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with the City's business tax requirements in order to receive payment for goods or services. To register for a BTRC, go to the Office of Finance website at <http://finance.lacity.org> to apply online.

6.3. Contractor Responsibility Ordinance Pledge of Compliance (Attachment N)

LAAC §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 (3) months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the

Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any of its subcontractor(s), shall submit Attachment N – Pledge of Compliance with Contractor Responsibility Ordinance to the awarding authority.

7. OTHER CITY COMPLIANCE REQUIREMENTS

7.1. Local Business Preference Ordinance (Attachment O)

Per City of Los Angeles Ordinance No. 181910 and LAAC §10.47, *et seq.*, the City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (“County”). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (“LBPP”) aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein in Attachment O – Local Business Preference Program.

Bidders/proposers interested in participating in the LBPP must complete the required documentation on BAVN seven (7) days prior to bid day.

7.2. Small & Local Business Preference Program (Attachment P)

Companies certified as a Small & Local Business (“SLB”) with the City of Los Angeles are given a preference applied to bid contracts of \$100,000 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If after the preference the SLB’s bid is less than or equal to the lowest non-certified company’s bid, the SLB will be awarded the contract. (See LAAC §10.25-10.30). This preference has been extended to non-profits as well (see LAAC §10.5).

Proposers must meet several criteria to qualify for the SLB preference.

- 7.2.1. Have a principal office located in the County of Los Angeles;
- 7.2.2. Hold a City business license (BTRC), if this firm is subject to the City Business Tax;
- 7.2.3. Has been submitted application to the Office of Contract Compliance (“OCC”) not less than five (5) calendar days before the last day for submission of the bid or proposal and be approved prior to award; and
- 7.2.4. Have annual receipts, which are less than \$3 million for the previous fiscal year.

Respondents must complete and submit Attachment P – Small & Local Business Program Application per instructions on the application. For questions concerning the Small & Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213) 847-2641.

7.3. Sample Brush Clearance, Weed and Refuse Abatement Agreement (Attachment A)

The Fire Department has the responsibility to comply with and enforce the LAMC with regard to abatement of certain public nuisances including, but not limited to, overgrown vegetation and refuse as defined in LAMC §57.322 and §57.503.1.6.6. To assist the Department in carrying out this responsibility, contractors selected pursuant to this RFQ must enter into contract with LAFD, a sample of which is provided in Attachment A – Sample Brush Clearance, Weed and Refuse Abatement Agreement. Respondents should review said sample contract to become familiar with its terms and conditions.

7.4. Standard Provisions for City Contracts (Attachment Q)

All contracts entered into as a result of this RFQ will be subject to Attachment Q – Standard Provisions for City Contracts (Rev. 3/09)

7.5. Nondiscrimination/Equal Employment Practices/Affirmative Action

Respondents are advised that any contract awarded pursuant to this RFQ shall be subject to the applicable provisions of LAAC §10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of LAAC §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 (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of LAAC §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.

Respondents 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 website at <http://bca.lacity.org>.

7.6. Contractor Performance Evaluation Ordinance

At the end of this contract, the City will conduct an evaluation of the Contractor's

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

The City may also exercise its right to any of the remedies provided under the contract in the event the contract or fails to perform satisfactorily.

7.7. Fair Chance Initiative for Hiring Ordinance

Any contract awarded pursuant to this RFQ will be subject to the Fair Chance Initiative for Hiring Ordinance ("FCIHO"), LAAC §10.48. The Ordinance provides, among other things, that contractors/subcontractors with at least ten (10) employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post FCIHO information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

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

8. EVALUATION AND SELECTION PROCESS

8.1. Requirements for Recommendation of a Contract Award

To be recommended for an award of contract as a Brush, Weed and Refuse Abatement Contractor with the City of Los Angeles, pursuant to this RFQ, respondents must:

- 8.1.1. Attend the Mandatory Pre-Response Meeting on March 2, 2017.
- 8.1.2. Submit proof of all required license(s), certificate(s), registrations, and insurance required by this RFQ.
- 8.1.3. Submit all information and compliance documents required by this RFQ by stated deadline, including print out of documents completed and submitted via BAVN. Refer to Attachment R – RFQ Response Checklist for convenience.

8.2. Failure to Complete Submission Requirements

Failure to complete the RFQ Response submission requirements by stated deadline will result in the respondent being deemed non-responsive and will not be evaluated for an award of contract. All respondents will be informed in writing if they have been deemed non-responsive and are thus ineligible to be evaluated for a possible award of contract.

8.3. Rejection/Termination Due to False Information or Other Data

If a respondent knowingly and willfully submits false information or other data, the City reserves the right to reject their RFQ response. If a contract was awarded as a result of false statements or other data submitted in response to this RFQ, the City reserves the right to terminate that contract.

8.4. Evaluation of RFQ Responses

After the RFQ Response submission deadline, an Evaluation Committee comprised of representatives from the Department's BCU and, possibly other City personnel, will review the RFQ Responses to evaluate the respondent's capacity to provide the services requested by this RFQ. The Department will evaluate and assign a score based on the criteria outlined in the chart below.

SELECTION / EVALUATION CRITERIA	Points
WORK HISTORY	60
SAFETY PROTCOLS	20
HISTORY OF ACCIDENTS AND SAFETY VIOLATIONS	10
TRAINING PROGRAMS	10

9. NOTIFICATION OF RECOMMENDATION OF AWARD OF CONTRACT

The Department reserves the right to award as many contracts as necessary to serve the Department's needs. The Department will use the scores achieved by each respondent to determine the priority list for recommendations for award of contracts. Recommendations for award of contracts will be submitted to the City of Los Angeles Board of Fire Commissioners which is the awarding authority.

All respondents will be notified of those awarded a contract via email by April 20, 2017. It is the respondent's responsibility to provide a valid email address in their cover letter when responding to this RFQ.

10. PROTEST PROCEDURES

These procedures provide a method for resolving, prior to award, protests regarding the award of contracts. Failure by a respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the City to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

10.1. Protest Timeline

A protest relative to this RFQ must provide details of the facts that support the basis for the protest. Protests must be submitted in writing and be postmarked within seven (7) calendar days after the notification of recommendations for award of contract. The day after the notification of award is emailed shall be considered as day one (1).

10.2. Protest Submission

All protests must be emailed to: Rosemarie Barraza at rosemarie.barraza@lacity.org. Advance copies of protests will be accepted if sent via email within the protest period.

10.3. Protest Review Process

Protests meeting the above criteria will be analyzed and reported upon by Department personnel. Protesting parties will be provided with a copy of the written report and will be notified of the time and date that the written report will be considered by the Section Commander of the Fire Prevention Bureau's Administrative Section. Protesting parties will be given the opportunity to present their arguments at the time the written report is considered. The decision made by the Section Commander regarding a protest will be final and may not be appealed further.

11. TIMELINE

This schedule below highlights key steps for the RFQ and contracting process. The City reserves the right to adjust this schedule when appropriate.

DATE	EVENT
March 9, 2017	Release of RFQ to potential respondents
March 23, 2017 at 9:00am	Mandatory Pre-Response meeting
April 20, 2017 at 3:00 pm, Pacific Time	Deadline for submittal of RFQ Responses
May 4 , 2017	Notification of Award of Contract
May 11, 2017 at 12:00 pm Pacific Time or seven (7) days after Notification of Award of Contract	Deadline for submitting written protest to RFQ Administrator
May 18, 2017	Protest Hearings
June 8, 2017	Contract Compliance Requirements Due (see Attachment R)
June 8, 2017	Contract signing session.

12. LIST OF ATTACHMENTS AND APPENDICES

Attachment A	Sample Brush Clearance, Weed and Refuse Abatement Agreement
Attachment B	Insurance Requirements
Attachment C	Statement of Qualifications Questionnaire
Attachment D1	Municipal Lobbying Ordinance
Attachment D2	Bidder Certification CEC Form 50
Attachment E	Bidder Contributions CEC Form 55
Attachment F1	Contractor Responsibility Ordinance
Attachment F2	Contractor Responsibility Questionnaire
Attachment G	Certification of Compliance with Child Support Obligations
Attachment H	Affidavit of Non-Collusion
Attachment I	Living Wage and Service Contractor Worker Retention Ordinances
Attachment J	Instructions for Completing EBO/FSHOSDO Compliance Requirements on BAVN
Attachment K	Business Locations and Workforce
Attachment L	City of Los Angeles Contract History
Attachment M	Iran Contracting Act of 2010 Compliance Affidavit
Attachment N	Contractor Responsibility Ordinance Pledge of Compliance
Attachment O	Local Business Preference Program
Attachment P	Small & Local Business Program Application
Attachment Q	Standard Provisions for City Contracts
Attachment R	RFQ Response and Contract Checklist

Appendix 1	Requirements for Brush Clearance, Weed and Refuse Abatement Services
Appendix 2	Requirements for Tree Trimming and Removal Above Thirteen Feet
Appendix 3A	Requirements for Work on Public Land - California Department of Industrial Relations Registration Requirement
Appendix 3B	Requirements for Work on Public Land - Prevailing Wage Requirements

ATTACHMENT A

SAMPLE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT AGREEMENT

AGREEMENT NO. _____

between

THE CITY OF LOS ANGELES

and

<<CONTRACTOR>>

for

BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

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AGREEMENT NO. _____
BETWEEN
THE CITY OF LOS ANGELES
AND
«Company»
TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

This Agreement is made and entered into by and between the City of Los Angeles (hereinafter referred to as the “City”), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department”), and «Company», a «LegalEntity», a qualified brush clearance contractor (hereinafter referred to as the “Contractor”).

WHEREAS, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances including, but not limited to, overgrown vegetation and refuse as set forth in LAMC §57.322.1 and §57.503.1.6.6; and

WHEREAS, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publically owned and privately owned property within the City of Los Angeles; and

WHEREAS, in connection with said efforts, the Department has determined it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

WHEREAS, the Department requires such services every year generally commencing in late-Spring; and

WHEREAS, the City performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by independent contractors than by City employees; and

WHEREAS, on March 9, 2017 the Department issued a Request for Qualifications (“RFQ”) No. 2017-38-001 in accordance with City Charter §372, seeking qualified brush clearance, weed and refuse abatement contractors; and

WHEREAS, the Contractor responded to the RFQ and the Department has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested; and

WHEREAS, it is in the City’s best interest to secure said services from the Contractor; and

NOW THEREFORE, in consideration of the above premises and terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICE

1.1. Parties

The parties to this Agreement are:

City - The City of Los Angeles, a municipal corporation, acting by and through its Fire Department, having its principal office at 200 North Main Street, 18th Floor, Los Angeles, California 90012.

Contractor - «Company», a «LegalEntity», having its principal office at «LegalAddress».

1.2. Representatives

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- 1.2.1. The City's Representative will be as follows, unless otherwise stated in this Agreement:

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, California 90012

With copies to:

Sidney Chambers, Captain I
Los Angeles Fire Department
Fire Prevention and Public Safety Bureau
Brush Clearance Unit
6262 Van Nuys Boulevard, Suite 451
Van Nuys, California 91401

- 1.2.2. The Contractor's representative will be:

Name: «OwnerName»
Title: «OwnerTitle»
Company: «Company»
Telephone Number: «TelephoneNumber»

Mobile Number: «MobileNumber»
Fax Number: «FaxNumber»
E-mail Address: «EmailAddress»

1.3. Notices

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

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

2. TERM OF AGREEMENT AND COMPENSATION

2.1. Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2017, and will terminate on June 30, 2018, unless otherwise terminated by the Department as provided for in this Agreement.

2.2. Amendments

The Board of Fire Commissioners has authorized the Fire Chief to extend the Agreement for a total of two (2) additional years, exercisable in one (1) year increments, utilizing the amendment process described in Section PSC 6 of Exhibit 1 – Standard Provisions for City Contracts. Any amendments to extend the term of this Agreement are contingent on availability of funds and the Contractor having provided satisfactory services under this Agreement.

2.3. Ratification of Agreement

To the extent that the Contractor may have begun performance of the services before the date of execution at the City's request and due to the immediate needs, the City hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement. Notwithstanding this Section, the term of this Agreement will remain as stated above.

2.4. Compensation

The Contractor will be compensated by the City, for satisfactory performance, pursuant to the bidding process and other requirements as set forth in this Agreement.

2.5. Non-Exclusive Agreement

- 2.5.1. The Contractor understands and agrees that this is a non-exclusive agreement and that the City may enter into other agreements for the provision of brush clearance services.
- 2.5.2. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

3. GENERAL SPECIFICATIONS AND REQUIREMENTS

3.1. Mandatory Orientation

The Contractor must attend any required orientation sessions presented by the Department regarding the Brush Clearance Program. By executing this Agreement, the Contractor certifies that they are familiar with the policies, procedures and requirements for brush clearance, weed and refuse abatement under the Brush Clearance Program and the relevant provisions of the LAMC.

If the Contractor intends to bid for work involving tree trimming and removal, the Contractor further certifies that they are familiar with the procedures and requirements for said work and the relevant provisions of the LAMC.

3.2. Work to Be Performed by the Contractor

During the term of this Agreement, the Contractor will provide brush clearance, weed and/or refuse abatement services, including tree trimming and removal, on public and/or private property under the Department's jurisdiction, pursuant to the requirements specified in LAMC §57.322.1 and §57.503.1.6.6.

- 3.2.1. Specific work to be performed by the Contractor will be assigned by the Department to the Contractor pursuant to the Brush Clearance Program's policies and procedures.
- 3.2.2. The exact nature of the work to be performed by the Contractor for each bid award will be described in bid packages prepared by the Department for each parcel to be cleared.
- 3.2.3. Cut vegetation must be processed or removed within the same day it is cleared, by a reasonable hour.

3.3. Required Licenses, Certifications, Registrations and Insurance

In order to participate in bid sessions, the Contractor must submit to the Brush Clearance Unit, seven (7) days prior to bid day, required licenses, certificates, registration and insurances as specified in:

- 3.3.1. Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Services; and
 - 3.3.2. Exhibit 3 – Requirements for Tree Trimming and Removal Above Thirteen Feet; and
 - 3.3.3. Exhibit 4A – Requirements for work on Public Properties – CA Department of Industrial Relations Registration Requirement
 - 3.3.4. Exhibit 4B – Requirements for work on Public Properties – Prevailing Wage Requirements
- 3.4. Equipment Requirements, Inspections and Operation

3.4.1. Equipment Requirements

The Contractor must provide all equipment in good working condition that is required to satisfactorily perform the services under this Agreement as more fully described in Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Services and Exhibit 3 – Requirements for Tree Trimming and Removal Services. All equipment furnished must meet the specifications below.

3.4.2. Equipment Inspection

Any and all equipment being used by the Contractor must be available for inspection by a Department representative prior to the awarding of a bid. If equipment is to be leased or purchased, the supplier and specifications must be provided to the Department upon request. Any unsatisfactory equipment will be rejected.

3.4.3. Equipment Operation and Maintenance

- 3.4.3.1. The Contractor shall have the necessary tools and spare parts for equipment to allow the operator or worker to make minor repairs in the field and to keep all equipment operating and serviceable throughout the day.
- 3.4.3.2. The Contractor is responsible for performing all routine maintenance and repairs to equipment on its own time.

3.5. Professional Conduct

The Contractor, and each of his or her employees, will conduct themselves in a professional manner while conducting business pursuant to this Agreement on public

or private property, while in contact with City employees, other Contractors, and members of the public.

- 3.5.1. The Contractor shall keep himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner affect their work.
- 3.5.2. The Contractor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all existing and future safety requirements, laws, ordinances, regulations, orders and decrees, which may in any manner affect work performed under this Agreement
- 3.5.3. The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors.
- 3.5.4. The Contractor shall not employ or assign work to unfit persons or anyone not skilled in the operation of equipment or in the work to be performed under this Agreement.

4. BID PROCESS

4.1. Mandatory Orientation

A mandatory orientation meeting will be held prior to the start of bid sessions to provide an overview of the bid process and licenses, certifications, registration, and insurance required to participate. Contractors will be notified of the mandatory orientation by email.

4.2. Requirements

Requirements listed in Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Services and Exhibit 3 – Requirements for Tree Trimming and Removal Above Thirteen Feet must be current and on file with the Department by 12:00 p.m., Pacific Time seven (7) days prior to bid day in order to bid on certain bid packages.

4.3. Bid Packages

- 4.3.1. The Department will compile numbered bid packages for the work required, usually consisting of thirty (30) to fifty (50) hours or more of brush, weed and refuse abatement, and tree trimming and removal services for a typical five (5) person crew. The bid package may contain more than one (1) parcel to be abated.
- 4.3.2. Bid packages may contain multiple parcels and will include:

- 4.3.2.1. Detailed specifications describing work on each parcel.
- 4.3.2.2. A copy of the applicable Los Angeles County Assessor's map.
- 4.3.2.3. The Start Date.
- 4.3.2.4. Affidavit of Non-Collusion (Exhibit 5)

Throughout the term of this Agreement, the Contractor must abide by the requirements stated in Exhibit 5 – Affidavit of Non-Collusion, attached hereto and incorporated herein, on each and every bid submitted, and regarding any other action in furtherance of the Contractor's participation in the Brush Clearance Program.

Failure to abide by the requirements of this Article and Exhibit 5 – Affidavit of Non-Collusion will be cause for termination of this Agreement and will result in the Contractor being disqualified from future participation in the Brush Clearance Program.

- 4.3.2.5. The Solicitation Order describing specific licenses, certifications and insurance required by the bid package.
- 4.3.2.6. The Bid Sheet that is required to be submitted by Contractor in a sealed envelope on the date bids are due.

4.4. Bid Package Adjustments

- 4.4.1. The Department will inspect each parcel included in a bid package by the date that bids are due to ensure work described within the bid package has not already been abated by the property owner during the period between issuance of the original bid package and the deadline for submitting the bid.
- 4.4.2. Should one (1) or more parcels in the original bid package be removed for reasons stated above, the Department will post an updated list of parcels highlighting those that have been removed. The updated list will be located at the Brush Clearance Unit Office, by 2:00 p.m., Pacific Time, on the date the bids are due.
- 4.4.3. It is the Contractor's sole responsibility to revise and adjust their bid, based on the final posted list of parcels, to reflect any changes made to the parcels in the bid package.

4.4.4. Bids submitted by the Contractor that do not conform to the final list of parcels as posted by the Department will be rejected as non-responsive, and will not be considered for an award.

4.4.5. A Contractor may withdraw his or her bid at any time during the bid session.

4.5. Submitting a bid

4.5.1. Once bid packages are released by the Department, the Contractor has seven (7) calendar days (unless otherwise specified in the bid package) to submit their bid.

4.5.2. The price for each parcel must be specified and the total package amount must be stated.

4.5.3. Prior to submitting a bid, the Contractor will have the sole responsibility to confirm what parcels are included in the final bid package, based on the final posted list of parcels.

4.5.4. Any and all problems, complaints and questions regarding policies and procedures of the Brush Clearance Program or bidding process and awarding of bids hereunder must be directed to the Brush Clearance Unit Commander or the attending Inspector II, **prior** to the submittal of the bid.

4.5.5. Bids must be submitted in sealed envelopes. Only one (1) bid sheet is to be submitted per envelope. An Affidavit of Non-Collusion, fully executed by the Contractor, must accompany each bid sheet. Bids must be complete, legible, and in black ink.

4.5.6. Bids are due in the Department's Brush Clearance Unit Office at 6262 Van Nuys Boulevard, Suite 451, Van Nuys, California, 91401 before 2:45 p.m., Pacific Time, each Thursday following the release of a bid package. NO BIDS WILL BE ACCEPTED AFTER 2:45 P.M.

4.5.7. After the deadline for submittal of bids, the Contractor will wait outside of the Brush Clearance Unit office until summoned.

4.5.8. After the deadline for submittal of bids and continuing until the bid award, the Contractor will not communicate in any manner with the Department's personnel regarding any bid package or bid.

4.6. Award of Bids

4.6.1. It is mandatory that bidders, or their qualified representatives, be present at bid openings and during the awarding of bids.

- 4.6.1.1. If someone, other than the Contractor's representative, specified in Section 1.2.2, is participating in a particular bid session, written documentation from the Contractor identifying and authorizing the representative to participate must be submitted to the Department along with the bid, prior to the deadline for submittal of the bid.
 - 4.6.1.2. It is the Contractor's sole responsibility to ensure that his or her representative is thoroughly familiar with Brush Clearance Program bidding policies and is thereby qualified to participate in the bid process on behalf of the Contractor.
 - 4.6.1.3. Any lost bids on the part of the Contractor due to the inability or unfamiliarity of the Contractor's representative with Brush Clearance Program bidding policies and procedures will not be the responsibility of the Department.
 - 4.6.2. Bids will be opened, sorted, and read promptly by the Department personnel. The bid will be awarded to the lowest responsible bidder for each package at 3:00 p.m., Pacific Time, or shortly thereafter.
 - 4.6.3. Each package will be awarded to only one (1) contractor.
 - 4.6.4. The Department reserves the right to reject all bids and not make an award on any bid package that was issued.
 - 4.6.5. If parcels have been pulled during the bid session, the winning contractor will have the option of not accepting the bid award, at which time it will be awarded to the next lowest bidder.
 - 4.6.6. If no parcels were pulled during bid session, the winning contractor must accept the package in total.
- 4.7. Timelines for Completion of Work
- 4.7.1. Performance Period

Time is of the essence. All work identified in a bid package must be satisfactorily completed no later than 5:00 p.m. Pacific Time, thirteen (13) calendar days after the bid award.
 - 4.7.2. Performance Days
 - 4.7.2.1. Performance days shall include weekends.
 - 4.7.2.2. Performance days shall not include City holidays and/or rain days.

4.7.3. Extension of Performance Period

4.7.3.1. If Contractor's performance period include City holidays and/or rain days, the Department may grant Contractor an extension to the performance period.

4.7.3.2. If the performance period due date falls on a City holiday or rain day, the due date will be the next regular City business day.

4.7.4. Unexcused Delays

Unexcused delays in completion of work will result in assessment of penalties pursuant to Article 8 – LIQUIDATED DAMAGES, of this Agreement.

4.8. Re-Awarding a Bid Package

4.8.1. If the Contractor fails to perform satisfactorily under this Agreement, the Department may re-award bid packages that have not been completed by the Contractor to the next lowest acceptable bid from the applicable bid session.

4.8.2. The performance period of a re-awarded bid package may be extended for good cause beyond the stated expiration date at the sole discretion of the Department.

5. LABOR RATES

5.1. Pursuant to §1776 of the California Labor Code:

5.1.1. The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.1.2. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.1.3. For accounting purposes, the BCU will determine an appropriate hourly rate, based on industry standards, to evaluate each bid package.

5.2. Prevailing Wage – Only applicable if Contractor is working on public properties.

Pursuant to the Labor Code of the State of California the general prevailing rate of wages for each craft, classification or type of worker needed in the execution of this Agreement shall be those rates as determined by the Director of the Department of Industrial Relations (“DIR”) of the State of California. All personnel employed under this Agreement working on bids involving publicly owned properties must be paid at least the prevailing wage.

Current prevailing wage rates may be obtained by contacting the City of Los Angeles Office of Contract Compliance at (213) 847-1922. Information on prevailing wages can also be obtained from the California DIR’s website at <http://www.dir.ca.gov/DLSR/PWD>.

In the event that the wage determination decision of the DIR has been superseded by any subsequent wage determination decision(s) published up to and including ten (10) days prior to bid opening, the most recent applicable wage decisions shall be incorporated by reference, and the successful bidder agrees to be bound by it regardless of what is contained in the specifications.

6. SUBCONTRACTING

Contractors must request approval from the Department for all subcontractors who will be working under a bid package at least seven (7) days prior to a bid session. The subcontractor must be approved in writing by the Department prior to the beginning of work, regardless of the dollar amount of work to be performed.

6.1. Subcontractor Requirements

Prior to requesting approval, the Contractor must ensure their subcontractors meet the following City compliance document requirements. The following documents can be downloaded off the Brush Clearance, Weed and Refuse Abatement RFQ page on BAVN (www.labavn.org) and must be submitted with the subcontractor approval request seven (7) days prior to a bid session.

- 6.1.1. Municipal Lobbying Ordinance and CEC Form 50 (RFQ Attachment D1 and D2)
- 6.1.2. City Charter §470 (c)(12) and CEC Form 55 should they meet threshold requirements. (RFQ Attachment E)
- 6.1.3. If working on a agreement over \$25,000, the Contractor must ensure that his or her subcontractors meet the criteria for responsibility set forth in the Contractor Responsibility Ordinance (“CRO”) and complete the CRO Questionnaire and Pledge of Compliance. (RFQ Attachment F1, F2 and O)

- 6.1.4. Proof subcontractors hold required license(s), certification(s), registration(s) and insurance as outlined in Exhibit 2, Exhibit 3, Exhibit 4A and Exhibit 4B of this Agreement.

The Contractor may not use any subcontractor that has been determined or found to be a non-responsible contractor by the City.

- 6.2. All requests for subcontractor approval must contain the following information:

- 6.2.1. Subcontractor's Name
- 6.2.2. Subcontractor's Address
- 6.2.3. Subcontractor's Phone Number
- 6.2.4. Subcontractor's State of California Contractor License Number if required by the work order
- 6.2.5. Subcontractor's Los Angeles City Business Tax Registration Certificate Number ("BTRC")
- 6.2.6. CEC Form 50
- 6.2.7. CEC Form 55
- 6.2.8. Contractor Responsibility Questionnaire
- 6.2.9. Contractor Responsibility Pledge of Compliance
- 6.2.10. Proof of required license(s), certification(s), registration(s) and insurance

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval by the Department prior to each subcontractor performing work on the package may result in an order to suspend work by that subcontractor, and/or removal of work performed by unapproved subcontractor(s) at the Contractor's expense, assessment of penalties, and possible sanctions against the Contractor.

- 6.3. The Contractor must timely submit all requests for subcontractor approval at least seven days (7) prior to a bid session to:

Unit Commander
 Brush Clearance Unit
 6262 Van Nuys Boulevard, Suite 451
 Van Nuys, California 91401

Requests for subcontractor approval may also be faxed to the attention of the Unit Commander at (818) 778-4910 or (818) 778-4911.

6.4. Subcontractor Substitutions

If the Contractor is awarded a bid package, the Contractor may not substitute any person or company as a subcontractor in place of a subcontractor listed in the original RFQ Response or in the original bid package without prior written consent from the Department, in compliance with Los Angeles Administrative Code §10.14.

7. REQUIREMENTS FOR PAYMENT

Contractor must timely submit invoices with adequate photographic documentation, as outlined in the following subsections, to receive payment for completed work.

7.1. Invoices

7.1.1. The Contractor must submit five (5) copies of the invoice for each completed bid package.

7.1.2. All invoices must include the following:

7.1.2.1. Complete name and address of the company's firm

7.1.2.2. Complete name and address of the City Department being billed

7.1.2.3. Date of the invoice

7.1.2.4. City issued agreement number

7.1.2.5. Complete bid package number

7.1.2.6. Assessor Parcel Number (APN)

7.1.2.7. Brief description of work performed

7.1.2.8. Amount due

7.1.3. Invoices and photographs, related to each bid package, must be submitted by 2:00 p.m., Pacific Time, fourteen (14) calendar days after the awarding of the bid.

7.1.4. The performance period of any requirement set forth in this Agreement will be determined based on calendar days, excluding City holidays and rain days, but not excluding weekends.

- 7.1.5. The Contractor must submit invoices that conform to City standards. All invoices must be submitted on the company's letterhead, contain the company's official logo, or contain other unique and identifying information and must be signed by the Contractor's representative as identified in Section 1.2.2 of this Agreement.
- 7.1.6. The City will not compensate the Contractor for any costs incurred for preparing invoices.
- 7.1.7. The Department may at any time change the content and format of the invoices and supporting documentation to substantiate costs, and will inform the Contractor in writing of those changes.
- 7.1.8. If any discrepancy exists between the invoice and the Department's record, including but not limited to, the reported number of parcels, the amount of work done, or the size of parcels cleared by Contractor, the Department shall investigate and make a final determination.
- 7.1.9. Failure to submit timely invoices or comply fully with this section will result in assessment of liquidated damages pursuant to Section 8 – LIQUIDATED DAMAGES of this Agreement.

7.2. Photographs

7.2.1. Details on Photographs

Every photograph submitted by Contractor must include the following:

- 7.2.1.1. Date and Time taken
- 7.2.1.2. Assessor's Parcel Number
- 7.2.1.3. Contractor's name must appear legibly somewhere on photograph
- 7.2.1.4. Contractor's initials

7.2.2. Number of Photograph Required on Invoice

The Contractor must submit the following minimum photographs for each parcel included on the invoice:

- 7.2.2.1. Three (3) photographs taken before the work commenced.

- 7.2.2.2. At least two (2) photographs that show the Contractor's crew(s) working on the property.
- 7.2.2.3. Three (3) photographs taken after the work is finished.
- 7.2.3. In all cases, enough photographs must be taken to identify the entire work area.
- 7.2.4. The "before" and "after" photographs must be taken from the same vantage point.
- 7.2.5. Contractors must maintain duplicates of all photographs submitted to the Department.
- 7.2.6. Failure to provide adequate photographs is a material breach and relieves the Department from any obligation to make any payments on invoices submitted without said photographs. In addition, failure to provide photographs timely will result in assessment of liquidated damages pursuant to Section 8 – LIQUIDATED DAMAGES of this Agreement.

8. LIQUIDATED DAMAGES

Time is of the essence in the performance of each bid package. Due to the seasonal nature of the work, and the extreme fire hazard posed by the material to be removed from each parcel, it would be extremely burdensome for the parties to ascertain the actual damage incurred by the City and the general public from late performance by the Contractor.

8.1. Liquidated Damage Amount

Therefore, the parties agree that liquidated damages for late performance, or failure to perform satisfactorily, will be assessed against the Contractor at the rate of:

- 8.1.1. A minimum of \$200 per day for any package awarded under \$2,000, or
- 8.1.2. Any package awarded an amount above \$2,000 will be assessed at a rate of ten percent (10%) of the awarded bid amount per day.

8.2. Late Performance

- 8.2.1. Late performance is defined as the Contractor's failure to complete the awarded package, submit the invoice of completed bid package or submit the required number of "before, during and after" photographs, in a timely manner as required in Section 7 – REQUIREMENTS FOR PAYMENT of this Agreement.

- 8.2.2. Contractor will be notified, by telephone or email, regarding the number of extra days allotted for City holidays or rain day(s).

9. SUSPENSION

The Contractor's performance must meet all Agreement terms and standards and will be evaluated on a regular basis by the Department throughout the term of this Agreement. Failure to comply may result in suspension from participating in future bid sessions.

9.1. Causes for Suspension

Causes for suspension may include, but are not limited to, the following:

- 9.1.1. Unexcused late performance.
- 9.1.2. Failure to properly notify the Department of delays in completing an awarded package and the reasons for the delay.
- 9.1.3. Failure to comply with City ordinances as included in the Agreement.
- 9.1.4. Unsatisfactory work performance, such as, but not limited to:
 - 9.1.4.1. Failure to properly dispose of all cuttings and dead trees or other debris
 - 9.1.4.2. Failure to follow the Department's work order instructions
 - 9.1.4.3. Failure to properly chip and spread cut vegetation
 - 9.1.4.4. Failure to notify the Department when weed or debris abatement has been completed or partially completed by the property owner
 - 9.1.4.5. Failure to maintain a degree of professionalism, including becoming disruptive or argumentative, during a bid session

9.2. Suspension Duration

The duration of the suspension will be determined by the Department based on the offense or reasons given by the Contractor for the unexcused late performance or unsatisfactory performance.

9.3. While suspended, the Contractor may not:

- 9.3.1. View and/or work parcels posted for bid sessions,

9.3.2. Observe bid sessions,

9.3.3. Participate in bid sessions.

If the Contractor engages in any of the above activities while on suspension, this Agreement will be terminated.

9.4. If a Contractor is suspended and unable to meet all or a portion of his or her obligation, the Department may assign another contractor to perform the work required and the Contractor will be disqualified from future bid sessions for a period of two (2) weeks or more.

10. TERMINATION

10.1. Termination for Convenience

The Department may terminate this Agreement, in whole or in part, for its convenience at any time, as set forth in this section.

10.2. Termination for Failure to Perform

The Department may terminate this Agreement, in whole or in part for failure to satisfactorily perform under this Agreement. Or for the Contractor's default (including, but not limited to, unexcused late performance), at any time, as set forth in this Section.

10.3. Termination for Solicitation

The Contractor may not solicit monetary fees from a property owner whose parcel is part of a bid package, before, during, or after abating a fire hazard on such parcel. Solicitation of such fees will be grounds for the immediate termination of this Agreement

10.4. Termination Notification

The Department will provide the Contractor with notice of termination pursuant to Section I – PARTIES TO AGREEMENT, REPRESENTATIVES AND NOTICE of this Agreement. The notice of termination will indicate the reason(s) for termination of the Agreement and the effective date of such termination.

10.4.1. The Department will compensate the Contractor for work satisfactorily completed prior to the effective date of such termination, but will not be liable for cost of services performed subsequent to such termination.

11. WORKPLACE VIOLENCE POLICY

11.1. City's Policy on Workplace Violence

The Contractor shall refrain from violence or the threat of violence during the course, scope and performance of this Agreement. The City shall not tolerate violence or threat of violence, whether actual or reasonable perceived. Any form of violent behavior or threat of violence by the Contractor shall be deemed a breach of this Agreement.

11.2. The types of behavior covered by this Section include, but are not limited to:

11.2.1. Violent physical actions.

11.2.2. Direct or implied threats to do harm to a person or to a property (Including intimidating use of one's body or physical objects).

11.2.3. Verbally abusive or intimidating language or gestures.

11.2.4. Threatening, abusive, or harassing communication (e.g., phone calls, letters, memoranda, faxes or e-mails).

11.2.5. Engaging in a pattern or unwanted or intrusive behavior against another (e.g., stalking, spying, following).

12. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this Agreement, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of this Agreement. If the Contractor fails to perform satisfactorily, the City reserves the right to enforce remedies under this Agreement.

As required by LAAC §10.39.2, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to this Agreement. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services agreements.

13. FIRST SOURCE HIRING ORDINANCE

Unless approved for an exemption, the Contractor shall comply with the provisions of LAAC §10.44 et seq., First Source Hiring Ordinance ("FSHO").

14. MUNICIPAL LOBBYING ORDINANCE

The Contractor shall comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the Contractor qualifies as a lobbying entity under LAMC §48.02. Contractors who fail to comply with City Law may be subject to penalties, termination of contract and debarment.

15. CITY CHARTER §470 (c)(12)

City Charter §470 (c)(12) and related ordinances state that contractors may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a proposal until either the contract is approved or, for successful proposers, twelve (12) months after the contract is signed. The Contractor's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. Contractors who fail to comply with City Law may be subject to penalties, termination of contract and debarment.

16. Local Business Preference Ordinance (EXHIBIT 6)

Per City of Los Angeles Ordinance No. 181910 and LAAC §10.47, *et seq.*, the City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County ("County"). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program ("LBPP") aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein in Exhibit 6 – Local Business Preference Program.

Contractors interested in participating in the LBPP must complete the required documentation on BAVN seven (7) days prior to bid day.

17. Small, Local Business Preference Program (EXHIBIT 7)

Companies certified as a Small & Local Business ("SLB") with the City of Los Angeles are given a preference applied to bid contracts of \$100,000 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If after the preference the SLB's bid is less than or equal to the lowest non-certified company's bid, the SLB will be awarded the contract. (See LAAC §10.25-10.30). This preference has been extended to non-profits as well (see LAAC §10.5).

Contractors must meet several criteria to qualify for the SLB preference:

- 17.1. Have a principal office located in the County of Los Angeles;

- 17.2. Hold a City BTRC, if this firm is subject to the City Business Tax;
- 17.3. Have submitted an application to the Office of Contract Compliance no less than five (5) calendar days before the last day for submission of the bid and be approved prior to award; and
- 17.4. Have annual receipts, which are less than \$3 million for the previous fiscal year.

Contractors must complete and submit Exhibit 7 – Small & Local Business Program Application per instructions on the application. For questions concerning the Small & Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213) 847-2641.

18. Fair Chance Initiative for Hiring Ordinance

Contractor must comply, and also ensure his or her subcontractors comply, with the Fair Chance Initiative for Hiring Ordinance (“FCIHO”), LAAC §10.48. The Ordinance provides, among other things, that contractors/subcontractors with at least ten (10) employees are: prohibited from seeking a job applicant’s criminal history information until after a job offer is made; must post FCIHO information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant’s criminal history unless a link has effectively been made between the applicant’s criminal history and the duties of the job position.

Contractor seeking additional information regarding the requirements of the FCIHO may visit the Bureau of Contract Administration’s web site at <http://bca.lacity.org>.

19. STANDARD PROVISIONS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts, attached hereto and incorporated herein as Exhibit 1, with the exception of PCSs 11, 27, 28 and 29, which are superseded by the related provisions below.

20. INDEPENDENT CONTRACTOR

- 20.1. The Contractor shall perform such services in its own way and as an independent contractor in the pursuit of its own calling and not as an employee of the Department or City, and the Contractor shall be under the control of the Department or City only as to the results to be accomplished and not as to the means or manner by which said results are to be accomplished.
- 20.2. Neither the Contractor nor its personnel may do or omit to do anything that may be construed that they are agents, officials, or employees of the Department or the City or any of its department or agencies.
- 20.3. In the event of actions by the Contractor or its personnel that would impart color of authority or use any of the City Marks (“Acts”), the Contractor hereby

agrees that the Acts would cause irreparable harm to the City and its residents, and that the Acts may not be remedied by monetary damages, and that the Contractor will not oppose any injunctive relief sought by the City to stop the Acts.

21. NON-DISCRIMINATION

Notwithstanding any other provision of any ordinance of the City to the contrary, every agreement which is let, awarded or entered into with or on behalf of the City, shall contain by insertion therein a provision obligating the Contractor in the performance of such agreement not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such agreements with the City shall include a like provision in all subcontracts awarded for work to be performed under the Agreement with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

22. EQUAL EMPLOYMENT PRACTICES

Every non-construction and construction Agreement with, or on behalf of, the City for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the Equal Employment Practices provision of such Agreement:

- A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive

consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- C. At the request of the Awarding Authority or the Designated Administrative Agency (“DAA”), the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City agreements. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of City agreements. The 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 DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City agreement, the agreement 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, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded an agreement with the City for a period of two (2) years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the

Equal Employment Practices provisions of this Agreement, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the Agreement compliance program.

- I. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on an Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City agreements.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
 - 1. hiring practices;
 - 2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. training and promotional opportunities; and
 - 4. reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement 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. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1 of City Ordinance No.184292. 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 agreement with the City.

23. AFFIRMATIVE ACTION PROGRAM

Every non-construction and construction contract with, or on behalf of, the City for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the Affirmative Action Program provisions of such Agreement:

- A. During the performance of a City agreement, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices,

persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City agreements and, upon 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 a City agreement. The 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 DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City agreement, the Agreement 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded an agreement with the City for a period of two (2) 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, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City agreement, there may be deducted from the amount payable to the Contractor by the City under the Agreement, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City agreement.
- H. Notwithstanding any other provisions of a City agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City agreements, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this Agreement compliance program.
- J. Nothing contained in City agreements shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to an agreement that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the agreement. 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 Program.
 - 1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:
 - (a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications;
 - (ii) Notifying minority, women and other community organizations of employment opportunities;
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities;
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives;
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth;
 - (vi) Validating all job specifications, selection requirements, tests, etc.;
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker; and
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and agreements. The policies shall be provided to all employees, SubContractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its agreements.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
 - (i) What steps were taken, how and on what date;
 - (ii) To whom those efforts were directed;
 - (iii) The responses received, from whom and when;
 - (iv) What other steps were taken or will be taken to comply and when; and
 - (v) Why the Contractor has been or will be unable to comply.
2. Every agreement of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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 agreement 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.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City agreements.
- O. All contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement 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 agreement with the City.

24. ENTIRE AGREEMENT

This Agreement contains the full and complete agreement between the parties. No verbal agreement or conversation between the Contractor and any officer or employee of the City will affect or modify any of the terms and conditions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

<<COMPANY>>

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

By*: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By**: _____

By: _____
Marcia Gonzales-Kimbrough
Deputy City Attorney

Print Name: _____

Print Title: _____

DATE: _____

DATE: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and
** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

By: _____

DATE: _____

City Agreement Number: _____

Council File Number: _____

City Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayers I.D. Number: _____

EXHIBIT 1

STANDARD PROVISIONS FOR CITY CONTRACTS

SAMPLE

[See Attachment Q of RFQ for reference]

EXHIBIT 2

REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT WORK

SAMPLE

[See Appendix 1 of RFQ for reference]

EXHIBIT 3

REQUIREMENTS FOR TREE TRIMMING AND REMOVAL

SAMPLE

[See Appendix 2 of RFQ for reference]

EXHIBIT 4A

REQUIREMENTS FOR WORK ON PUBLIC PROPERTY

**California Department of Industrial Relations
Registration Requirement**

California State Senate Bill 854

[See Appendix 3A of RFQ for reference]

EXHIBIT 4B

REQUIREMENTS FOR WORK ON PUBLIC PROPERTY

Prevailing Wage Requirements

City of Los Angeles Labor Compliance Manual

SAMPLE

[See Appendix 3B of RFQ for reference]

EXHIBIT 5

AFFIDAVIT OF NON-COLLUSION

[See Attachment H of RFQ for reference]

SAMPLE

EXHIBIT 6

LOCAL BUSINESS PREFERENCE PROGRAM

SAMPLE

[See ATTACHMENT O of RFQ for reference]

EXHIBIT 7

SMALL & LOCAL BUSINESS PROGRAM

SAMPLE

[See ATTACHMENT P of RFQ for reference]

EXHIBIT 8

BID CHECK LIST

SAMPLE

BID CHECKLIST

The following must be completed and/or on file with the Brush Clearance Unit (BCU) **by noon, Pacific Time, seven (7) days prior to a bid session:**

- _____ Insurance certificates must be current on Track4LA.org
- _____ Proof of current California State Licenses
- _____ Proof of Required Certifications
- _____ Proof of Department of Industrial Relations Registration (if applicable)
- _____ Small & Local Business Certification (if applicable)
- _____ Subcontractor approval request with their completed compliance documents:
 - _____ CEC Form 50 (http://ethics.lacity.org/pdf/forms/CEC_Form_50.pdf)
 - _____ CEC Form 55 (http://ethics.lacity.org/pdf/forms/CEC_Form_55.pdf)
 - _____ Contractor Responsibility Questionnaire
([http://bca.lacity.org/site/pdf/cro/CROQ%20Construction%20Questionnaire%20\(rev%2012-05-11\).pdf](http://bca.lacity.org/site/pdf/cro/CROQ%20Construction%20Questionnaire%20(rev%2012-05-11).pdf))
 - _____ Contractor Responsibility Pledge of Compliance
(<http://bca.lacity.org/site/pdf/cro/CRO%20Pledge%20of%20Compliance.PDF>)
 - _____ Business Tax Registration Certificate Number (<http://finance.lacity.org>)
 - _____ Proof of Subcontractor Licenses, Certifications, Registration and Insurance (see Exhibit 2, Exhibit 3 and Exhibit 4A & 4B)
 - _____ Affidavit of Non-Collusion (see Exhibit 5)

The following must be submitted **in a sealed envelope at time of bid:**

- _____ Completed Bid Sheet containing Contractor's bid price for each parcel and total bid package
- _____ Affidavit of Non-Collusion (see Exhibit 5)
- _____ Name and information on BCU approved subcontractor

ATTACHMENT B

INSURANCE REQUIREMENTS

Insurance Certificates must be uploaded on Track4LA@lacity.org prior to award of contract

If you have questions contact the Office of the City's Risk Manager at (213) 978-7475.

Required Insurance and Minimum Limits

Name: RFQ-brush clearance, weed and refuse abatement services (LAFD)

Date: 2/15/17

Agreement/Reference: Brush clearance, weed and refuse abatement services

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 (WC) and Employer's Liability (EL)

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability _____ 1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) _____ 1,000,000

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period 12 month discovery period

____ **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** _____

____ **Crime Insurance** _____

Other: _____

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

ATTACHMENT C

STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

Complete and return in your RFQ Response.

BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT RFQ

Statement of Qualifications Questionnaire

To be considered for a contract pursuant to this RFQ, applicants are required to provide complete responses to the questions below.

A. WORK HISTORY

Provide a brief work history of brush clearance, weed, and refuse abatement services you have provided in the past three (3) years, preferably with public agencies.

Type of work: (Use categories in the following table to answer question in Work History section)

a. Brush/refuse abatement in alleyways/vacant lots	e. Tree removal
b. Brush Clearance on steep hillsides	f. Utility line clearance tree trimming/removal
c. Tree trimming below 13'	g. Roadway tree trimming/removal
d. Tree trimming above 13'	h. Other

Name of Agency Representative: _____ Title: _____

Agency: _____

Email: _____ Phone: _____

Type of work (based on chart above): (Circle all that applies) a b c d e f g h _____

Start Date: _____ End Date: _____

Description of work: _____

Name of Agency Representative: _____ Title: _____

Agency: _____

Email: _____ Phone: _____

Type of work (based on chart above): (Circle all that applies) a b c d e f g h _____

Start Date: _____ End Date: _____

Description of work: _____

BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT RFQ

Statement of Qualifications Questionnaire

Name of Agency
Representative: _____ Title: _____

Agency: _____

Email: _____ Phone: _____

(Circle all that applies
Type of work based on chart above): a b c d e f g h _____

Start Date: _____ End Date: _____

Description of work: _____

Name of Agency
Representative: _____ Title: _____

Agency: _____

Email: _____ Phone: _____

(Circle all that applies
Type of work based on chart above): a b c d e f g h _____

Start Date: _____ End Date: _____

Description of work: _____

Name of Agency
Representative: _____ Title: _____

Agency: _____

Email: _____ Phone: _____

(Circle all that applies
Type of work based on chart above): a b c d e f g h _____

Start Date: _____ End Date: _____

Description of work: _____

BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT RFQ

Statement of Qualifications Questionnaire

Name of Agency
Representative: _____ Title: _____

Agency: _____

Email: _____ Phone: _____

(Circle all that applies
Type of work based on chart above): a b c d e f g h _____

Start Date: _____ End Date: _____

Description of work: _____

Name of Agency
Representative: _____ Title: _____

Agency: _____

Email: _____ Phone: _____

(Circle all that applies
Type of work based on chart above): a b c d e f g h _____

Start Date: _____ End Date: _____

Description of work: _____

Name of Agency
Representative: _____ Title: _____

Agency: _____

Email: _____ Phone: _____

(Circle all that applies
Type of work based on chart above): a b c d e f g h _____

Start Date: _____ End Date: _____

Description of work: _____

* If additional space is needed, copy this form, complete and submit as needed.

BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT RFQ

Statement of Qualifications Questionnaire

B. SAFETY PROCEDURES

Describe all safety protocols you have in place abatement to protect:

1. The premises

2. The public

3. Protect your employees

4. List emergency procedures that address:

a. Medical Emergencies

b. Tree Rescue

c. Power Line Emergencies

*If additional space is needed, attach a separate sheet clearly labeled with section number and question.

ATTACHMENT D1

MUNICIPAL LOBBYING ORDINANCE

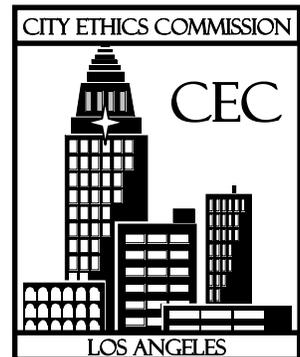
Municipal Lobbying Ordinance



◆◆◆ Los Angeles Municipal Code §§ 48.01 *et seq.*

Effective January 30, 2013

Prepared by



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

**Los Angeles Municipal Lobbying Ordinance
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Municipal Lobbying Ordinance

Los Angeles Municipal Code Chapter IV, Article 8

Repealed and Re-added by Ordinance No. 169916, effective 8/10/94.

SEC. 48.01. Title and Findings

A. **Title.** This Article shall be known and may be cited as the Los Angeles Municipal Lobbying Ordinance.

B. **Findings.** The following findings are adopted in conjunction with the enactment of this Article:

1. City Government functions to serve the needs of all citizens.
2. The citizens of the City of Los Angeles have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests.
3. All persons engaged in compensated lobbying activities aimed at influencing decisions by City government must, when so engaged, be subject to the same regulations, restrictions and requirements, regardless of their background, training or other professional qualifications or license.
4. Complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of local government.
5. It is in the public interest to ensure that lobbyists do not misrepresent facts, their positions, or attempt to

deceive officials through false communications, do not place City officials under personal obligation to themselves or their clients, and do not represent that they can control the actions of City officials.

6. It is in the public interest to adopt these amendments to the City's regulations of lobbyists to ensure adequate and effective disclosure of information about efforts to lobby City government.

History:

Amended by Ord. No. 169916, effective 8/10/94.

SEC. 48.02. Definitions

The following terms used in this Article shall have the meanings set forth below. Other terms used in this Article shall have the meanings set forth in the California Political Reform Act of 1974, as amended, and in the regulations of the California Fair Political Practices Commission, as amended, if defined therein.

"Activity expense" means any payment, including any gift, made to or directly benefiting any City official or member of his or her immediate family, made by a lobbyist, lobbying firm, or lobbyist employer.

"Agency" means the City of Los Angeles or any department, bureau, office, board, commission, other agency of the City, or any other government agency, required to adopt a conflict of interest code subject

to City Council approval, and includes the City's Community Redevelopment Agency and the Los Angeles City Housing Authority.

"At the behest" means under the control of, at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express prior consent of any elective City officer or candidate for elective City office. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate if the donation is solicited through a newspaper publication, through radio, television, or other mass media, or through a suggestion made to the entire audience at a public gathering. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate solely because the name of the officer or candidate is listed with other names on written materials used to request donations or the officer or candidate makes a speech to the entire audience or is honored and given an award at an event sponsored by the organization.

"Attempting to influence" means promoting, supporting, opposing or seeking to modify or delay any action on municipal legislation by any means, including but not limited to providing or using persuasion, information, statistics, analyses or studies. A person attempts to influence municipal legislation when he or she engages in lobbying activities for the purpose of influencing a decision.

"City official" means any elective or appointed City officer, member, employee or consultant (who qualifies as a public official within the meaning of the Political Reform Act) of any agency, who,

as part of his or her official duties, participates in the consideration of any municipal legislation other than in a purely clerical, secretarial or ministerial capacity.

"Client" means both

- (1) the person who compensates a lobbyist or lobbying firm for the purpose of attempting to influence municipal legislation and
- (2) the person on whose behalf a lobbyist or lobbying firm attempts to influence such municipal legislation, even if the lobbyist or lobbying firm is compensated by another person for such representation.

However, if a lobbyist or lobbying firm represents a membership organization and individual members of that organization, an individual member is not a client solely because the member is individually represented by the lobbyist or lobbying firm unless the member makes a payment for such representation in addition to usual membership fees.

"Compensated services" means services for which compensation was paid during a reporting period or for which the lobbyist or lobbying firm became entitled to compensation during that period.

"Controlled committee" means any committee controlled by an elective City officer or candidate for any elective City office, including any campaign, officeholder, legal defense fund, or ballot measure committee.

"Direct communication" means appearing as a witness before, talking to (either by telephone or in person),

corresponding with, or answering questions or inquiries from, any City official or employee, either personally or through an agent who acts under one's direct supervision, control or direction.

"Donation" means a payment for which full and adequate consideration is not received.

"Elective city officer" means the Mayor, City Attorney, Controller and Member of the City Council.

"Elective officer" means any person who is a City Council Member, City Attorney, Controller or Mayor, whether appointed or elected.

"Fundraiser" means an individual who receives compensation to engage in fundraising activity as defined in this section.

"Fundraising activity" means soliciting a contribution or hosting or sponsoring a fundraising event or hiring a fundraiser or contractor to conduct any event designed primarily for political fundraising at which contributions for an elective City officer, candidate for elective City office, or any of his or her controlled committees are solicited, delivered or made.

"Host or sponsor" means to provide the use of a home or business to hold a political fundraising event without charging market value for the use of that location; to ask more than 25 persons to attend the event; to pay for at least a majority of the costs of the event; or to provide the candidate, campaign, committee and/or fundraiser more than 25 names to be used for invitations to the event.

"Lobbying activities" includes the following and similar compensated conduct when that conduct is related to a direct communication to influence any municipal legislation:

- (1) engaging in, either personally or through an agent, written or oral direct communication with a City official;
- (2) drafting ordinances, resolutions or regulations;
- (3) providing advice or recommending strategy to a client or others;
- (4) research, investigation and information gathering;
- (5) seeking to influence the position of a third party on municipal legislation or an issue related to municipal legislation by any means, including but not limited to engaging in community, public or press relations activities; and
- (6) attending or monitoring City meetings, hearings or other events.

"Lobbying entity" means a lobbyist, lobbying firm or lobbyist employer, as defined in this article.

"Lobbying firm" means any entity, including an individual lobbyist, which receives or becomes entitled to receive \$1,000 or more in monetary or in-kind compensation for engaging in lobbying activities (either personally or through its agents) during any consecutive three-month period, for the purpose of attempting to influence municipal legislation on behalf of any other person, provided any partner, owner,

shareholder, officer or employee of the entity qualifies as a lobbyist. Compensation does not include reimbursement of or payment for reasonable travel expenses. An entity receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this article or is received for other activities as well; however, only that portion of compensation received for the lobbying activities shall count toward the qualification threshold. An entity **"becomes entitled to receive compensation"** when the entity agrees to provide services regulated by this Article, or performs those services, whether or not payment is contingent on the accomplishment of the client's purposes.

"Lobbyist" means any individual who is compensated to spend 30 or more hours in any consecutive three-month period engaged in lobbying activities which include at least one direct communication with a City official or employee, conducted either personally or through agents, for the purpose of attempting to influence municipal legislation on behalf of any other person.

Compensation does not include reimbursement of or payment for reasonable travel expenses. A person receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this Article or is received for both lobbying activities and other activities as well. However, only the compensation for the lobbying activities shall be calculated to determine whether an individual qualifies as a lobbyist. An individual **"becomes entitled to receive**

compensation" when the individual or the entity in which the individual is an employee, partner, owner, shareholder or officer, agrees to provide services regulated by this Article, or performs those services, regardless of whether payment is contingent on the accomplishment of the client's purposes. A lobbyist includes a person who owns an investment in a business entity if that person attempts to influence municipal legislation on behalf of the business entity and if the person acquires the investment as compensation for his or her lobbying services or in contemplation of performing those services.

"Lobbyist employer" means an entity, other than a lobbying firm, that employs a lobbyist in-house to lobby on its behalf.

"Major filer" means any person who makes payments or incurs expenditures totaling \$5,000 or more during any calendar quarter for public relations, media relations, advertising, public outreach, research, investigation, reports, analyses, studies, or similar activities, for the purpose of attempting to influence action on any proposed or pending matter of municipal legislation, if these payments or expenditures are not required to be reported on a lobbyist or lobbying firm quarterly report. A **"major filer"** does not include a lobbyist, lobbyist employer, or lobbying firm. Expenditures and payments for regularly published newsletters or other routine communications between an organization and its members shall not be counted for the purpose of this definition.

"Municipal legislation" means any legislative or administrative matter proposed or pending before any agency (as defined in this Article), including but

not limited to those involving the granting, denial, revocation, restriction or modification of a license, permit or entitlement for use (including all land use permits) if the Mayor, the City Council, any of its committees, any agency board, commission, committee, or general manager, or any agency officer or employee charged by law with holding a hearing and making a decision, is charged by law with making a final decision on the matter. However, "**municipal legislation**" does not include any of the following:

- (1) A request for advice or for an interpretation of laws, regulations, City approvals or policies, or a direct response to an enforcement proceeding with the City Ethics Commission.
- (2) Any ministerial action. An action is ministerial if it does not require the City official or employees involved to exercise discretion concerning any outcome or course of action.
- (3) Any action relating to the establishment, amendment, administration, implementation or interpretation of a collective bargaining agreement or memorandum of understanding between an agency and a recognized employee organization, or a proceeding before the Civil Service Commission or the Employee Relations Board. Further, it does not include management decisions as to the working conditions of represented employees that clearly relate to the terms of such collective bargaining agreement or memorandum of understanding. Nevertheless,

"**municipal legislation**" does include any action relating to collective bargaining taken by the City Council, any of its committees or members (including the staffs of such members), or by the Mayor or his or her office.

- (4) Preparation or compilation of any radius map, vicinity map, plot plan, site plan, property owners or tenants list, abutting property owners list, photographs of property, proof of ownership or copy of lease, or neighbor signatures required to be submitted to the City Planning Department.

"**Person**" means any individual, business entity, trust corporation association, committee, or any other organization or group of persons acting in concert.

"**Solicit**" means to ask, personally or through an agent, that another person make a contribution to an elective City officer or candidate for City office, or to his or her controlled committee, including allowing one's signature to be used on a written request for funds. For purposes of this article, a lobbying entity solicits a contribution only when the lobbying entity does so

- (1) at the behest of the elective City officer or candidate for elective City office, or his or her campaign treasurer, campaign manager, or member of his or her fundraising committee, or
- (2) if the lobbying entity has informed the candidate or officer that the person is soliciting the contributions.

A person does not solicit, however, by making a request for funds publicly to at least a majority of persons who attend

any public gathering, or by making a request that appears published in a newspaper, on radio or television.

History:

Amended by Ord. No. 169916, effective 8/10/94.

Amended by Ord. No. 172479, effective 4/10/99.

Amended by Ord. No. 175432, effective 9/28/03.

Amended by Ord. No. 178064, effective 1/15/07.

Amended by Ord. No. 178356, effective 3/12/07.

SEC. 48.03. Exemptions

The following persons are exempt from the requirements of this Article:

- A. Any public official acting in his or her official capacity, and any government employee acting within the scope of his or her employment.
- B. A newspaper or other regularly published periodical, radio or television station or network, including any individual who owns, publishes or is employed by such newspaper, periodical or station or network, when, in the ordinary course of its business, it publishes or broadcasts news, editorials or other comments, or paid advertising, which directly or indirectly attempts to influence action on municipal legislation. This exemption does not apply to any other action by any such newspaper, periodical, station or network, or by any such person, to attempt to influence municipal legislation, if such activity otherwise regulated by this Article.
- C. A person acting without any compensation or consideration other than reimbursement or payment of reasonable travel expenses.
- D. Any person whose only activity is submitting a bid on a competitively bid

contract, submitting a written response to or participating in an oral interview for a request for proposals or qualifications, or negotiating the terms of a written agreement with any City agency if selected pursuant to that bid or request for proposals or qualifications. Except with regard to persons covered by subsections E and F, this exemption shall not apply to any person who attempts to influence the action of the Mayor or Mayor's staff, any member of the City Council or their staffs, or any board or commission member with regard to any such contract.

- E. Any organization exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, which receives funding from any federal, state or local government agency for the purpose of representing the interests of indigent persons and whose primary purpose is to provide direct services to those persons, if the individual or individuals represented by the organization before any City agency provide no payment to the organization for that representation. This exemption shall not apply to direct contracts with a City official in other than a publicly noticed meeting, for the purpose of attempting to influence a City decision with regard to any City funding which the organization is seeking.
- F. Any person employed by an organization described in Subsection E with respect to his or her activities as an employee of the organization.

History:

Amended by Ord. No. 169916, effective 8/10/94.

SEC. 48.04 Prohibitions

No lobbyist or lobbying firm subject to the requirements of this Article shall:

- A. Do any act with the purpose and intent of placing any City official under personal obligation to the lobbyist, the lobbying firm, or to the lobbyist's or firm's employer or client.
- B. Fraudulently deceive or attempt to deceive any City official with regard to any material fact pertinent to any pending or proposed municipal legislation.
- C. Cause or influence the introduction of any municipal legislation for the purpose of thereafter being employed or retained to secure its passage or defeat.
- D. Cause any communication to be sent to any City official in the name of any nonexistent person or in the name of any existing person without the consent of such person.
- E. Make or arrange for any payment to a City official, or act as an agent or intermediary in making any such payment by any other person, if the arrangement or the payment would violate any provision of the City's Governmental Ethics Ordinance (Los Angeles Municipal Code Section 49.5.1, et seq.)

History:

Amended by Ord. No. 169916, effective 8/10/94.

SEC. 48.05. Record Keeping Responsibilities

- A. Lobbying entities and major filers shall prepare and retain detailed records (including all books, papers and other documents) needed to comply with the requirements of this Article. Treasurers and fundraisers for elective City officeholders and City candidates, or for any elective City officer's or City candidate's controlled committees shall prepare and retain detailed contribution activity records for any contributions received as a result of fundraising activity engaged in by a lobbyist, lobbying firm or lobbyist employer, as defined by this article. These records shall be retained for not less than four years.
- B. If a lobbying entity engages in fundraising activities as defined in Section 48.02 of this Code at the behest of a candidate or officeholder running for elective City office, the lobbying entity shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities.
- C. If an officeholder or a candidate running for elective City office contracts with a lobbying entity to engage in fundraising activity as described in Section 48.02 of this Code, the committee treasurer and fundraiser shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities. The treasurer and fundraiser shall make the records available to the lobbying entity upon request of the lobbying entity.

- D. If a lobbying entity delivers or sends written communications to a certified neighborhood council in an attempt to influence municipal legislation as described in Section 48.08.8 of this Article, the lobbying entity shall prepare and maintain detailed records of these written communications for not less than four years.

History:
Amended by Ord. No. 175432, effective 9/28/03.

SEC. 48.06. Filing Methods

- A. All registrations, reports, and other filings required by this Article must be submitted under penalty of perjury by the person who is required to file and must be filed in a format prescribed by the Ethics Commission. The Ethics Commission must provide public access to all filings.
- B. Lobbying entities and persons who qualify as lobbying entities must file registrations, quarterly reports, terminations and amendments to those filings electronically.
- C. If an electronic filing is required, the Ethics Commission must provide a unique identifier to the person who is required to file, to be used in place of a physical signature for submitting and verifying data under penalty of perjury. All electronic filings are presumed to be filed under penalty of perjury by the person required to file.
- D. If a paper filing is required, it must contain the physical signature of the person who is required to file. A document is considered filed on the earlier of the date of receipt by the Ethics Commission or the date of the

postmark if it is mailed and bears the correct address and postage.

History:
Amended by Ord. No. 177105, effective 12/18/05.
Amended by Ord. No. 182360, effective 1/30/13.

SEC. 48.07. Registration

- A. **Requirement.** An individual who qualifies as a lobbyist shall register with the City Ethics Commission within 10 days after the end of the calendar month in which the individual qualifies as a lobbyist. A person, including an individual lobbyist, shall register with the City Ethics Commission as a lobbying firm within 10 days after the end of the calendar month in which a partner, owner, shareholder, officer or employee qualifies as a lobbyist. If a person is not registered as a lobbyist or lobbying firm, but is performing acts which would require that person to so register, that person may continue to act as a lobbyist or lobbying firm so long as the person registers with the City Ethics Commission within 10 days after the person knew or should have known of the obligation to register. A lobbyist or lobbying firm shall register each client on whose behalf or from which the lobbyist or lobbying firm receives or becomes entitled to receive \$250 or more in a calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation.
- B. **Duration of Status.** A person who registers as a lobbyist or lobbying firm shall retain that status through December 31 of that year unless and until that person terminates the status as set forth below.

C. Registration Fees. Every lobbyist shall pay an annual registration fee of \$450 plus \$75 for each client on whose behalf or from which the lobbyist receives or becomes entitled to receive \$250 or more in a calendar quarter. Persons who initially register during the last quarter of a calendar year (October through December) shall pay prorated registration fees of \$337 for each lobbyist plus \$56 for each client.

D. Contents of Registration Statements — Lobbyists.

Registration statements of lobbyists shall contain the following:

1. The lobbyist's name, business address, business email, and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is an employee, partner, officer or owner.
3. If the lobbyist is not an employee, partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. Each City agency that the lobbyist has the authority to attempt to influence on behalf of any client or employer.
5. A statement that the lobbyist has reviewed and understands the requirements of this Article.
6. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

E. Contents of Registration Statements — Lobbying Firms

Registration statements of lobbying firms (including individual contract lobbyists) shall contain the following:

1. The name, address, email, and telephone number of the firm.
2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
3. For each client on whose behalf or from which the firm received or became entitled to receive \$250 in compensation during the calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation within the meaning of this Article:
 - (a) The client's name, business or residence address, and business or residence telephone number.
 - (b) The period during which the representation will occur.
 - (c) The item or items of municipal legislation for which the firm was retained to represent the client, or, if no specific items of municipal legislation for which the firm was retained to represent the client can be identified, a description of the types of municipal legislation for which the firm was retained to represent the client.
 - (d) Each City agency that the lobbying firm has the authority to attempt to influence on behalf of the client.
 - (e) In the case of a lobbyist who is an individual contract lobbyist, a

statement that he or she has reviewed and understands the requirements of this Article.

- (f) The name, address, email, and telephone number of the person responsible for preparing the statement.
- (g) Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

F. Amendments to Registrations.

Lobbyists and lobbying firms shall file amendments to their registration statements within 10 days of any change in information required to be set forth on the registration statement.

G. Termination. Any person registered under this Article shall file a termination statement with the City Ethics Commission within 20 days after ceasing all activity governed by this Article.

H. Education Requirement. Every individual who is required to register as a lobbyist shall attend a City lobbying information session conducted by the City Ethics Commission no less than once every two calendar years, according to the following schedule:

- (1) An individual who has not registered as a lobbyist in the immediately preceding two calendar years shall attend a City lobbying information session within six months of his or her registration date as a lobbyist.
- (2) A registered lobbyist who did not attend a City lobbying information session during the previous

calendar year shall attend a City lobbying session by the end of the current calendar year.

- (3) A registered lobbyist who attends a City lobbying information session during the current calendar year is not required to attend a City lobbying information session during the following calendar year.

History:

Amended by Ord. No. 172479, effective 4/10/99.

Amended by Ord. No. 175028, effective 2/5/03.

Amended by Ord. No. 182360, effective 1/30/13.

SEC. 48.08. Disclosure Reports

A. Reporting Requirement. Every lobbyist, lobbying firm, lobbyist employer and major filer shall file the quarterly disclosure reports required by this Section on or before the last day of the month following each calendar quarter.

- 1. All lobbyists and lobbying firms shall file quarterly reports for every calendar quarter during which they retain that status. An individual who qualifies both as a lobbyist and lobbying firm shall file only a lobbying firm quarterly report. Lobbyist employers shall file quarterly reports for every calendar quarter during which any individual employed by that employer retains the status as lobbyist. Information required to be disclosed concerning compensation received or expenditures made for lobbying shall be disclosed either by the lobbyist or by his or her lobbying firm or employer.
- 2. Major filers shall file quarterly reports for every calendar quarter

during which they made qualifying payments or incurred qualifying expenditures totaling \$5,000 or more.

3. Quarterly reports shall disclose all required information for the calendar quarter immediately prior to the month in which the report is required to be filed.

B. Quarterly Reports by Lobbyists — Contents. Quarterly reports by lobbyists shall contain the following information:

1. The lobbyist's name, business address and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is a partner, owner, shareholder, officer or employee.
3. If the lobbyist is not a partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. The date, amount and description of each activity expense of \$25 or more made by the lobbyist during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbyist attempted to influence the official on behalf of the client.
5. The total amount of activity expenses made by the lobbyist during the reporting period, whether or not itemized.
6. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist made contributions of \$100 or more, or which were delivered by the lobbyist, or in connection with which the lobbyist acted as an intermediary during the reporting period, and the date and amount of the contribution.
7. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist knows or has reason to know were raised as a result of the activity.
8. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
9. The date, amount and description of one or more donations aggregating

\$1,000 or more made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

10. If, during the quarterly reporting period, the lobbyist provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services, and a description of the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
11. If, during the quarterly reporting period, the lobbyist provided compensated services under contract with the City or with any City agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other

identification of the contract and the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.

12. Each City agency that the lobbyist attempted to influence.
13. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

C. Quarterly Reports by Lobbying Firms — Contents. Quarterly reports by lobbying firms, including individual contract lobbyists, shall contain the following information:

1. The name, address, email, and telephone number of the firm.
2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
3. The name, address and telephone number of each client that is required to be registered and was represented by the firm during the reporting period; a description of each item of municipal legislation for which the firm or its lobbyists represented the client during the reporting period; the total amount of payments received by the firm from each client (including all fees, reimbursements for expenses and

- other payments) during the reporting period for such representation.
4. The total payments received from clients required to be registered by the firm during the reporting period in connection with the firm's representation of clients on municipal legislation.
5. The date, amount and description of each activity expense of \$25 or more made by the lobbying firm during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbying firm attempted to influence the official on behalf of the client.
6. The total amount of activity expenses made by the lobbying firm during the reporting period, whether or not itemized.
7. The total amount of expenses incurred in connection with attempts by the firm to influence municipal legislation. These expenses shall include:
- (a) total payments to lobbyists employed by the firm;
 - (b) total payments to employees of the firm, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period; and
 - (c) all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
8. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbying firm made contributions of \$100 or more, or which were delivered by the lobbying firm, or in connection with which the lobbying firm acted as an intermediary during the reporting period, and the date and amount of the contribution.
9. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbying firm engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbying firm knows or has reason to know were raised as a result of the activity.
10. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and

address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

11. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. If, during the quarterly reporting period, the lobbying firm provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services and a description of the services provided.
13. If, during the quarterly reporting period, the lobbying firm provided compensated services under contract with the City or with any agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. For

an individual contract lobbyist who qualifies as a lobbying firm, such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, regardless of whether the compensation was provided directly to the lobbyist or to such business entity.

14. For an individual contract lobbyist who qualifies as a lobbying firm, each City agency that the lobbyist attempted to influence.
15. The name, address, email, and telephone number of the person responsible for preparing the report.
16. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

D. Quarterly Reports by Lobbyist Employers — Contents. Quarterly reports by lobbyist employers shall contain the following information.

1. The name, address, email, and telephone number of the entity filing the report.
2. The name of each lobbyist who is employed by the entity.
3. Total payments during the reporting period to lobbyists employed by the entity. Such payments shall include solely payments for compensation and reimbursement of expenses relating to the lobbyists' attempts to influence municipal legislation.

4. Total payments to employees of the entity, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period. Such payments shall include payments for compensation and reimbursement of expenses relating to such persons' attempts to influence municipal legislation.
5. Total payments for expenses incurred in connection with attempts by the entity during the reporting period to influence municipal legislation. These expenses shall include all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
6. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
7. The date, amount and description of each activity expense of \$25 or more made by the lobbyist employer during the reporting period, the name and title of the City official benefiting from the expense, and the name and address of the payee.
8. The total amount of activity expenses made by the lobbyist employer during the reporting period, whether or not itemized.
9. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist employer made contributions of \$100 or more, or which were delivered by the lobbyist employer, or in connection with which the lobbyist employer acted as an intermediary during the reporting period, and the date and amount of the contribution.
10. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist employer engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist employer knows or has reason to know were raised as a result of the activity.
11. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit

organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

13. The name, address, email, and telephone number of the person responsible for preparing the report.
14. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

E. Quarterly Reports by Major Filers — Contents. Quarterly reports by major filers shall contain the following information:

1. The name, address and telephone number of the person filing the report.
2. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
3. The total payments made during the reporting period for the purpose of attempting to influence action on each proposed or pending matter of municipal legislation.
4. The name, address and telephone number of the person responsible for preparing the report.
5. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provision of this Article.

History:

*Amended by Ord. No. 175432 effective 9/28/03.
Renumbered by Ord. No. 175432 effective 9/28/03.
Amended by Ord. No. 182360, effective 1/30/13.*

SEC. 48.08.5. Copies of Solicitations

Each lobbying entity that produces, pays for, mails or distributes more than 50 substantially similar copies of a written political fundraising solicitation for any controlled committee of an elective City officer or candidate relating to seeking or holding City elective office or supporting or opposing a City ballot measure shall send a copy of the solicitation to the City Ethics Commission for public access, at the time the solicitation is sent or otherwise distributed, and shall report on its next quarterly report the date(s) on which it is mailed or distributed and a general description of the content of the solicitation, the number of pieces mailed or distributed, and name of the elective City officer, or candidate or City ballot measure committee for which the funds were solicited.

*History:
Added by Ord. No. 175432, effective 9/28/03.*

SEC. 48.08.6. Lobbying Disclosure — Political Contributions

A. Each lobbying entity, which makes one or more contributions to an elective City officer and/or to any or all of his or her controlled committees, shall file a notice with the City Ethics Commission each time the making of a contribution results in the lobbying entity having made contributions aggregating more than \$7,000 to the officer and/or his or her controlled committees within the past 12 months. The notice shall be filed on a form prescribed by the Commission

within one business day after making a contribution that triggers the filing requirement. The notice shall contain the following information:

1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, to which the lobbying entity made contributions aggregating more than \$7,000 during the past twelve months, and the date and amount of each contribution.
 2. For purposes of this section, a “controlled committee” does not include any committee controlled by an elective City officer that is
 - (a) formed to support or oppose a ballot measure or
 - (b) formed to support the election of that officer to other than elective City office.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.

- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

History:

Added by Ord. No. 175432, effective 9/28/03.

SEC. 48.08.7. Lobbying Disclosure — Fundraising Activity

- A. Every lobbying entity who within any 12 month period (i) engaged in fundraising activities on behalf of an elective City officer and/or any and all of his or her controlled committees, and which knows or has reason to know that the fundraising activities resulted in contributions, and/or (ii) delivered or acted as an intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, shall file a notice with the City Ethics Commission any time the activities identified in (i) and/or (ii) aggregate more than \$15,000 in the case of a member of the City Council, or more than \$35,000 in the case of the Mayor, City Attorney, or Controller. The notice shall be filed on a form prescribed by the City Ethics Commission within one business day after any of these thresholds is exceeded. The notice shall contain the following information:
1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, on whose behalf the lobbying entity engaged in fundraising activities, or

- delivered or acted as intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, the date of the fundraising activity, and the amount of contributions raised, delivered or in connection with which the lobbying entity acted as an intermediary.
2. For purposes of this section, a “controlled committee” does not include any committee controlled by an elective City officer that is
- (a) formed to support or oppose a ballot measure or
- (b) formed to support the election of that officer to other than elective City office.
3. For purposes of this notification, if a fundraising event is sponsored or hosted by more than one person, the amount of contributions received at or as a result of the event shall be attributed to each lobbying entity who hosted or sponsored the event according to the amount of the contributions that resulted from that lobbying entity’s fundraising activities. If a contribution results from the fundraising of more than one person and/or lobbying entity, that contribution shall be apportioned equally to each of the persons and/or lobbying entity that engaged in the fundraising activity.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

*History:**Added by Ord. No. 175432, effective 9/28/03.*

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

- (a) No lobbying entity registered with the City of Los Angeles shall deliver or send to a certified neighborhood council a written communication on behalf of a client, including, but not limited to, letters, faxes, electronic messages, and flyers, without a disclosure indicating that the communication was delivered or sent by that lobbying entity.
- (b) For purposes of subsection (a), the required disclosure shall be printed clearly and legibly in no less than 8-point type in a color or print that contrasts with the background so as to be legible and shall be presented in a clear and conspicuous manner in

the written communication. The disclosure shall include all of the following information applicable to the written communication:

- (1) The name of the lobbyist(s) that prepares, delivers or sends the written communication;
- (2) The name of the registered lobbying firm(s) or lobbyist employer(s) who employs the lobbyist(s) that prepares, delivers or sends the written communication; and,
- (3) The name of the client or clients on whose behalf the lobbying entity prepares, delivers, or sends the written communication in an attempt to influence municipal legislation.

History:

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

SEC. 48.09 Compliance Measures and Enforcement

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

B. Criminal Penalties.

1. Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor. Any person who knowingly or willfully causes any other person to violate any provision of this article, or who knowingly or willfully aides

and abets any other person in violation of any provision of this article, is guilty of a misdemeanor.

2. Prosecution for violation of any provision of this article must be commenced within one year after the date on which the violation occurred.
3. No person convicted of a violation of this Article may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one year after such conviction.

C. Civil Enforcement.

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

degree of culpability of the defendant.

3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.
4. No civil action alleging a violation of this Article shall be filed more than four years after the date the violation occurred.

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

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

F. **Late Filing Penalties.** In addition to any other penalty or remedy available, if any person fails to file any report or statement required by this Article, after any deadline imposed by this Article, such person shall be liable to the City Ethics Commission in the amount of twenty-five dollars (\$25) per day after the deadline until the statement or report is filed, up to a maximum amount of \$500. Liability need not be enforced by the Commission if its Executive Officer determines that the late filing was not willful and that enforcement of the penalty would not further the purposes of this Article. No liability shall be waived if a statement or report is not filed within 10 days after the Commission has sent specific

written notice to the filer of the filing requirement.

G. Restriction on Person Who Violates Certain Laws.

1. No person shall act or continue to act as a registered lobbyist or lobbying firm if, within the prior four years, that person has been found by the City Ethics Commission, in a proceeding pursuant to Charter Section 706, to have violated City Charter Section 470(k) on any occasion. That determination shall be based either on a finding of the City Ethics Commission made after an administrative hearing or on a stipulation by the lobbyist or lobbying firm entered into with the City Ethics Commission within the previous four years.
2. If the City Ethics Commission makes a finding that the person has either
 - (1) accepted responsibility for the violation in the form of having entered into a stipulation with the City Ethics Commission in which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility, or
 - (2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.

H. **Contract Bidder Certification of Compliance With Lobbying Laws.**

1. Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form 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 under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.
2. Each agency shall include the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications, or other solicitation related to entering into a contract with the City. The ordinance must be provided in at least 10-point font and may be provided on paper, in an electronic format, or through a link to an online version of the ordinance. The ordinance is not required to be printed in a newspaper notice of the solicitation.
3. This subsection does not apply to the renewal, extension, or amendment of an existing contract, as long as the solicitation for the original contract met the requirements in Paragraphs 1 and 2 above and the renewal, extension, or amendment does not involve a new solicitation.

4. For purposes of this subsection, "agency" does not include a state agency operating solely within the City such as the Community Redevelopment Agency or Los Angeles City Housing Authority.

History:

Amended by Ord. No. 169916, effective 8/10/94.

Amended by Ord. No. 171142, effective 8/3/96.

Amended by Ord. No. 172942, effective 1/21/00.

Amended by Ord. No. 178064, effective 1/15/07.

Amended by Ord. No. 179934, effective 7/21/08.

SEC. 48.10. Ethics Commission Reports

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

History:

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

SEC. 48.11. Severability

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

History:

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

. . . .

ATTACHMENT D2

MUNICIPAL LOBBYING ORDINANCE

CEC Form 50

Complete, sign and return in your RFQ Response.



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(l)(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.

ATTACHMENT E

CHARTER 470 (C)(12)

CEC Form 55

Complete, sign and return in RFQ Response.



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

Prohibited Contributors (Bidders)

CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):

Date Bid Submitted:

Description of Contract:

Awarding Authority (Department):

BIDDER

Name: _____

Address: _____

Email (optional): _____ Phone: _____

State Contractor ID: _____

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

PRINCIPALS

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

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



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

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

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

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

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



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

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

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

Name: _____ Title: _____

Address: _____

Subcontractor: _____

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

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

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

CERTIFICATION

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

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

ATTACHMENT F1

CONTRACTOR RESPONSIBILITY ORDINANCE

ORDINANCE NO. 173677

An ordinance amending Chapter 1 of Division 10 of the Los Angeles Administrative Code to add Article 14 in order to implement a contractor responsibility program.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 14 is hereby added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

ARTICLE 14

CONTRACTOR RESPONSIBILITY PROGRAM

Sec. 10.40. Purpose.

Each year the City spends millions of dollars contracting for the delivery of products and services from private sector contractors. The prudent expenditure of public dollars requires that the City's procurement process result in the selection of qualified and responsible contractors who have the capability to perform the contract. Further, many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for a variety of purposes. The City expends grant funds under programs created by federal and state government. The City intends that the procurement procedures set forth in this Article guide the expenditure of federal and state grant funds to the extent permitted by federal or state procurement regulations.

Sec. 10.40.1 Definitions.

(a) **"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any employee or officer of the City of Los Angeles, that is authorized to award or enter into any contract as defined herein, on behalf of the City of Los Angeles, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of this Article.

(b) **"Contract"** means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to the City or to the public, or the grant of City financial assistance or a public lease or license, which is let, awarded or entered into by, or on behalf of, the City

of Los Angeles. Contracts for services which are less than three months and less than Twenty-Five Thousand Dollars (\$25,000.00) are not covered by this Article. Contracts for purchasing goods and products which are less than One Hundred Thousand Dollars (\$100,00.00) are not covered by this Article, unless they are contracts for the purchase of garments such as uniforms or other apparel, in which case they are only exempt from this Article if they are less than Twenty-Five Thousand Dollars (\$25,000.00). Construction contracts are covered by this Article without regard to threshold amount.

(c) “**Contractor**” means any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Los Angeles and includes a recipient of City financial assistance and a public lessee or licensee.

(d) “**Subcontractor**” means any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee. to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors, unless the purchasing contract is for the purchase of garments such as uniforms or other apparel.

(e) “**Bidder**” means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications or other procurement process.

(f) “**Bid**” means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications or other procurement process.

(g) “**Invitation for Bid**” means the process through which the City solicits Bids including Requests for Proposals and Requests for Qualifications.

(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), 7672(f). A recipient shall not be deemed to include lessees and sublessees.

(i) **“Public Lease or License”** means a lease or license of City property as defined in the Living Wage Ordinance, Section 10.37 et seq. of Article 11, Chapter I of Division 10 of the Los Angeles Administrative Code.

(j) **“Designated Administrative Agency (DAA)”** means the City department(s), board(s), or office(s) designated by City Council to bear administrative responsibilities under this Article. The City Clerk shall maintain a record of such designation.

Sec. 10.40.2 Determination of Contractor Responsibility

(a) Prior to awarding a contract, the City shall make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. Responsibility will be determined by each awarding authority from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.

(b) Every bidder for a City contract must complete and submit with its bid a questionnaire developed by the DAA which will provide information the awarding authority needs in order to determine if the bidder meets the criteria set forth in paragraph (a) of this Section. If no bid is required, the prospective contractor must submit a questionnaire. The response to the questionnaire must be signed under penalty of perjury. If, **after** execution of a contract, the City learns that the contractor submitted false information on the questionnaire, the City may terminate the contract and pursue the remedies set forth in Section 10.40.6 of this Article. The contractor shall be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to the responses previously provided if such change would affect contractors fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 10.40.6 of this Article.

(c) There shall be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority may rely on responses to the questionnaire, information from compliance and regulatory agencies and/or independent investigation to determine bidder responsibility.

(d) Before being declared non-responsible, a bidder shall be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder or whether or not the bidder is non-responsible for this and future contracts. The determination by an awarding authority that the bidder is non-responsible shall be final and constitute exhaustion of the bidder's administrative remedies.

(e) A list of individuals and entities which have been determined to be non-responsible by the City shall be maintained by the DAA. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in paragraph (a) of this Section, its name shall be removed from the list. Unless otherwise removed from the list by the awarding authority, names shall remain on the list for five years from the date of being declared non-responsible.

(f) Contractors shall ensure that their subcontractors meet the criteria for responsibility as set forth in paragraph (a) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

Sec. 10.40.3 Compliance with all laws.

(a) Contractors shall comply with all applicable federal, state and local

laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(b) Contractors shall notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the contractor is not in compliance with paragraph (a) of this Section. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by an awarding authority.

(c) Contractors shall notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a) of this Section.

(d) Upon award of a contract, contractors shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section. Whenever any contract, which was not initially subject to this Article is amended, the contractor shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section.

(e) Contractors shall ensure that their subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section, unless the subcontract is below the threshold requirements for Contracts contained in Section 10.40.1 (b).

(f) Contractors shall ensure that their subcontractors comply with paragraphs (b) and (c) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

Sec.10.40.4. Exemptions.

(a) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from its application:

(1) 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 public status.

(2) Contracts for the investment of trust moneys or agreements relating to the management of trust assets.

(3) Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(b) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from application of Section 10.40.2 of this Article:

(1) Contracts awarded on the basis of exigent circumstances whenever any awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of Section 10.40.2 of this Article. This finding must be approved by the DAA prior to contract execution.

(2) Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371(e) (5).

(3) Contracts entered into pursuant to Charter Section 371 (e) (6).

(4) Contracts entered into pursuant to Charter Section 371 03 (7).

(5) Contracts entered into pursuant to Charter Section 371 (e) (8).

(6) Contracts where the goods or services are proprietary or only available from a single source.

Sec.10.40.5 Administration

(a) The DAA shall promulgate rules and regulations for implementation of this Article. Said rules shall be submitted to City Council for consideration within sixty days after the effective date of this Ordinance.

(b) The DAA shall develop a questionnaire to be used by awarding authorities for determining bidder responsibility within sixty days after the effective date of this Ordinance.

(c) The DAA shall monitor compliance with this Article including investigation of alleged violations.

Sec.10.40.6. Enforcement

(a) Contracts shall provide that violation of this Article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(b) Compliance with Section 10.40.3 of this Article shall be required in contract amendments, if the initial contract was not subject to the provisions of this Article. Contract amendments shall provide that violation of Section 10.40.3 shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(c) Violations of this Article may be reported to the DAA which shall investigate such complaint. Whether based upon such complaint or otherwise, if the DAA has determined that the contractor has violated any provision of this Article, the DAA shall issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the DAA may:

1. Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.
2. Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Section 10.40.2 of this Article.

Sec. 10.40.7. Application of This Article.

(a) This Article shall be applicable to Invitations for Bids issued after the rules and regulations have been adopted by City Council.

(b) This Article shall be applicable to contracts entered into after the rules and regulations have been adopted by City Council, unless the contract is awarded pursuant to an Invitation for Bid issued prior to adoption of the rules and regulations by City Council.

(c) Section 10.40.3 of this Article shall be applicable to contract amendments, entered into after the rules and regulations have been adopted by City Council if the initial contract was not subject to the provisions of this Article.

Sec. 10.40.8. Consistency with Federal or State Law

The provisions of this Article shall not be applicable to those instances in which its application would be prohibited by federal or state law or where the application would violate or be inconsistent with the terms or condition of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized representative of any such agency with respect to any such grant or contract.

Sec. 10.40.9. Severability

If any provision of this Article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 21 2000

J. MICHAEL CAREY, City Clerk

By *Amrad Carter*
Deputy

Approved _____

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By *Noreen Vincent*
NOREEN VINCENT
Assistant City Attorney

Said ordinance was presented to the Mayor on November 27, 2000; the Mayor returned said ordinance to the City Clerk on December 8, 2000 without his approval or his objections in writing, being more than ten days after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the Mayor had approved and signed it. (Section 250(b), City Charter)

ATTACHMENT F2

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

Complete, sign and return in your RFQ Response.

**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 and Project Title (if applicable)	Bid Date
---	----------

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name	Contractor's License Number
-------------------------------	-----------------------------

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

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. In the past five years, has your firm ever been denied bonding?

Yes No

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

6. 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.

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes No

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

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes No

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

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

Workers' Compensation Insurance Policy Currently in Effect

Legally Self-Insured

No Workers' Compensation Policy Currently in Effect

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: ___ EMR-1: ___ YR 2: ___ EMR-2: ___ YR. 3: ___ EMR-3:

11. Within the past five years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes No

If **Yes**, explain on Attachment B each instance. If **No**, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

F. PERFORMANCE HISTORY

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

If, **Yes**, list on 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) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. 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) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.
 Check the box if you have not had any similar contracts in the last five years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?
 Yes **No**

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

16. 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.
17. In the past five years, has your firm defaulted on a contract or 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.

G. DISPUTES

18. 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**

CONSTRUCTION

19. Does your firm have any outstanding judgments pending against it?

Yes No

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

20. 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.

H. COMPLIANCE

21. 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 10)? 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.

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

Yes No

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

23. 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.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

I. BUSINESS INTEGRITY

25. 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 your firm is a publicly traded corporation. If you check **Yes** to any of the three 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 of, 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**

26. In the past five years, has your firm, 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 theft, fraud, embezzlement, perjury, or bribery? 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.

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 herein and 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. 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 I

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. 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. 21

Check **Yes** in response to Question No. 21 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 Contractor's 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.

ATTACHMENT G

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

Complete, sign and return in your RFQ Response.

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

- 1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

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

City/County/State

Date

Name of Business Address

Signature of Authorized Officer or Representative Print Name

Title Telephone Number

ATTACHMENT H

AFFIDAVIT OF NON-COLLUSION

Complete, sign and return in your RFQ Response.

NON-COLLUSION AFFIDAVIT

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

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

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

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

(Corporate Seal)

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

(Signature)

ATTACHMENT I

LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCES

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

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

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

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

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

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

6. Are all employees covered by the Ordinance?

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, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to 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 supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.

b. Occupational license (LAAC 10.37.1(f)): Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.

c. Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)): Small 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.

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

ATTACHMENT J

EQUAL BENEFITS ORDINANCE (EBO)
FIRST SOURCE HIRING ORDINANCE (FSHO)
and
SLAVERY DISCLOSURE ORDINANCE (SDO)
on BAVN.org

These affidavits must be completed on BAVN.org.

*Print out and include completed affidavits in your
RFQ Response by deadline.*

LABAVN – LOS ANGELES BUSINESS ASSISTANCE VIRTUAL NETWORK

SUBMIT COMPLIANCE DOCUMENTS

7-29-2016

These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power

All companies registering on BAVN may at this time complete and submit the online compliance forms, or it may submit the forms at the time it responds to a contracting opportunity. All forms contained in the Company Compliance Documents section are to be completed and electronically signed. Each form is only valid for a specified amount of time. Please refer to instructions online for more details.

The submitted forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the submitted forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to resubmit the form(s). The resubmission of form(s) will not trigger a new renewal date. The renewal date shall remain as the first time the form(s) were uploaded.

- As of 7/1/16, the **Affirmative Action (AA)** and **Non-discrimination/Equal Employment Practices Provisions (ND-EEP)** Compliance affidavits will no longer be required on BAVN as compliance with these provisions will be included in the contract language.
- As of 7/1/16, the **Equal Benefits Ordinance (EBO)** and **First Source Hiring Ordinance (FSHO)** Compliance affidavits were combined into one web application form on BAVN. If subject, a contractor will be required to complete the web application form, electronically sign, and submit.

If a form was uploaded and verified prior to 7/1/16, these will continue to be valid for three years from the UPLOAD date. When the form expires, a contractor will be required to complete the new online application form.

- The **Slavery Disclosure Ordinance (SDO)** Compliance affidavit was also updated to an online application form. While the SDO is an indefinite application, if and when an older version of the EBO/FSHO forms are deleted from a contractor's profile, the older version of the SDO affidavit will also be deleted at the same time. At this time, the contractor will be required to complete, electronically sign, and submit the updated web application form. After the SDO form is updated to the current version, it will continue to be an indefinite application.

Equal Benefits Ordinance (EBO)

By completing and submitting the **Equal Benefits Ordinance** Compliance Affidavit your company is certifying compliance with the requirements of said ordinance. If selected as a successful Bidder/Proposer, your **EBO** Compliance Affidavit will be verified for completeness by the Office of Contract Compliance prior to contract award. A company wishing to seek a waiver of the **EBO** provisions must submit the **EBO** Waiver Application with the bid or proposal. The **EBO** Waiver Application shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request. Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the **EBO** Compliance Affidavit.

First Source Hiring Ordinance (FSHO)

Prime contractors who are awarded a contract that is subject to the requirements of the **FSHO** must complete and submit the **FHSO** Compliance Affidavit. Unless otherwise exempt, the **FSHO** applies to service contracts over \$25,000 and 3 months, and some loan or grant recipients. Awarding departments may seek exemption by submitting a completed FSHO-X Form to the Office of Contract Compliance prior to contract execution.

Slavery Disclosure Ordinance (SDO)

By completing and submitting the Slavery Disclosure Affidavit your company will have satisfied the reporting requirement of the Slavery Disclosure Ordinance. A company wishing to seek an exemption of the **SDO** provisions must submit the SDO Exemption Form with the bid or proposal. The **SDO** Exemption Form shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request.

IMPORTANT NOTICE

Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

The following tutorial will walk you through the process of

- Completing the Online Company Compliance Documents

Step 1: Log into BAVN

1. Only the administrator of your company has the authority to upload company compliance documents.
2. Under **Profiles**, go to **“Profiles” tab**, click on the **Compliance Documents** link.

The screenshot shows the LABAVN website interface. At the top, there is a dark blue header with the Los Angeles logo and the text 'LOS ANGELES' and '311'. Below this is a light blue navigation bar with the LABAVN logo and the text 'Los Angeles Business Assistance Virtual Network'. Navigation links include 'HOME', 'SEARCH', 'PROFILE', 'LOGOUT', and 'SUPPORT'. Below the navigation bar is a row of tabs: 'Profiles' (highlighted with a red circle), 'Bookmarked', 'Related Opportunities', 'BIP - Prime', 'BIP - Sub', and 'BIP - Outreach'. Below the tabs is a section titled 'Company Profile' (circled in blue). This section contains company information: 'BAVN Company ID:10786', 'Company Name: J and Y Inc - ITA TEST COMPANY', 'Company Type: Prime, Sub, and Sole Proprietor Contractor', and 'Company Admin: Jon Doe (test@email.com)'. Below the information is a list of links: 'Company Detail', 'Company Users and Access Rights', 'Compliance Documents' (circled in red), 'MOA Emergency Vendor Contact', 'Certifications', and 'NAICS Interest Codes / Licenses'.

The following compliance forms can be completed online on BAVN:

EBO/FSHO - Equal Benefits / First Source Hiring Ordinance (3 Year Application)

- Combines the Equal Benefits Ordinance Affidavit and First Source Hiring Ordinance Compliance Affidavit

SDO - Slavery Disclosure Ordinance Forms

- Slavery Disclosure Ordinance Affidavit

Please read instructions before completing the online Company Compliance Documents

Step 2: Access the selected Compliance Form

1. Review the **Company Compliance Documents** list
2. Select the **Compliance Document** to be submitted:
 - Equal Benefits / First Source Hiring Ordinance (3 Year Application) **or**
 - slavery Disclosure Ordinance (Indefinite Application)
3. Click on the **'Click here to complete and submit this form.**

LOS ANGELES
311

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Company Compliance Documents

[Return to Profile](#)

- The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award.
- Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s).
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

IMPORTANT INFORMATION - ALL BAVN USERS - PLEASE READ - RECENT CHANGES THAT COULD AFFECT COMPLIANCE DOCUMENTS

- As of 7/1/16, the Affirmative Action and Non-discrimination/Equal Employment Practices Provisions Compliance affidavits will no longer be required on BAVN as compliance with these provisions will be included in the contract language.
- As of 7/1/16, the Equal Benefits Ordinance and First Source Hiring Ordinance Compliance affidavits were combined into one web application form on BAVN. If subject, a contractor will be required to complete the web application form, electronically sign, and submit.
If a form was uploaded and verified prior to 7/1/16, these will continue to be valid for three years from the UPLOAD date. When the form expires, a contractor will be required to complete the new web application form.
- The Slavery Disclosure Ordinance Compliance affidavit was also updated to a web application form. While the SDO is an indefinite application, if and when an older version of the EBO/FSHO forms are deleted from a contractor's profile, the older version of the SDO affidavit will also be deleted at the same time. At this time, the contractor will be required to complete, electronically sign, and submit the updated web application form. After the SDO form is updated to the current version, it will continue to be an indefinite application.

[View Expired Compliance Documents](#)

Company Compliance Documents	Status	Upload/Submit By	Upload/Submit Date	Expires	Menu Options
Equal Benefits / First Source Hiring Ordinance (3 Year Application) **New**	Not Completed	Disclaimer	Click here to complete and submit this form		
Slavery Disclosure Ordinance (Indefinite Application) **New**	Not Completed	Disclaimer	Click here to complete and submit this form		

Step 3: Complete Online Compliance Form

1. Click on the “[Click here to access the EBO/FSHO form to fill it and submit it](#)” link or “[Click here to access the Slavery Disclosure Ordinance form to fill it and submit it.](#)” link.


LOS ANGELES
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Los Angeles Business
Assistance Virtual Network

HOME SEARCH PROFILE LOGOUT SUPPORT

Welcome Ali Baba

Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) Document

Disclaimer:

- By completing, electronically signing, and submitting the Equal Benefits Ordinance (EBO) Compliance Affidavit your company is certifying compliance with the requirements of said ordinance.
- If selected as a successful Bidder/Proposer, your EBO Compliance Affidavit will be verified for completeness by the Office of Contract Compliance (OCC) prior to contract award.
- A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal.
- The EBO Waiver Application shall be forwarded to OCC for processing.
- OCC shall notify the awarding department of the determination resulting from the waiver request.
- Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.
- The EBO provisions apply to all agreements the value of which exceeds \$25,000 unless otherwise exempt.
- It includes Service Contracts, Construction Contracts, Purchase Contracts, Grants, Leases or Licenses as defined by the EBO.
- Prime contractors who are awarded a contract that is subject to the requirements of the First Source Hiring Ordinance (FSHO) must agree to the FSHO by electronically signing and submitting the FSHO Compliance Affidavit.
- Unless otherwise exempt, the FSHO applies to service contracts over \$25,000 and 3 months, and some loan or grant recipients.
- Awarding departments may seek exemption by submitting a completed FSHO-X Form to the OCC prior to contract execution.

Important Notice:

- These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power.
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.
- Once uploaded, the forms are valid for three (3) years from the date they are uploaded.

Instructions:

1. [Click here to access the EBO/FSHO form to fill it and submit it.](#)
2. The company information is preloaded where only contact information fields may be changed. Fill out the remaining inputs.
3. Sign the electronic E-signature and Terms of Acceptance form and submit it.
4. Clicking on the "Submit" button will save and submit it. **No further edits will be allowed.**

Slave Disclosure Ordinance (SDO) Document

Disclaimer:

- By completing, electronically signing, and submitting the Slavery Disclosure Ordinance (SDO) Affidavit, your company will have satisfied the reporting requirement of the SDO.
- A company wishing to seek an exemption of the SDO provisions must submit the SDO Exemption Form with the bid or proposal.
- The SDO Exemption Form shall be forwarded to OCC for processing.
- OCC shall notify the awarding department of the determination resulting from the waiver request.
- **This new SDO Affidavit will remain valid indefinitely or until any changes occur in the company that would require revision and resubmission.**

Important Notice:

- These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power.
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.
- The SDO Affidavit will remain valid indefinitely or until any changes occur in the company that would require revision and resubmission.

Instructions:

1. [Click here to access the Slavery Disclosure Ordinance form to fill it and submit it.](#)
2. The company information is preloaded where only contact information fields may be changed. Fill out the remaining inputs.
3. Sign the electronic E-signature and Terms of Acceptance form and submit it.
4. Clicking on the "Submit" button will save and submit it. **No further edits will be allowed.**

Equal Benefits / First Source Hiring Compliance

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	EBO/FSHO COMPLIANCE
<p>City of Los Angeles Department of Public Works Bureau of Contract Administration Office of Contract Compliance 1149 S. Broadway, Suite 300, Los Angeles, CA 90015 Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org</p>	
<u>EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT</u>	
<p>Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).</p>	
<u>SECTION 1. CONTACT INFORMATION</u>	
BAVN Company Id:	85140 EIN/TIN: 449450
Company Name:	Zanzibar Fashions
Company Address:	925 Fashion Way
City:	Los Angeles State: CA Zip: 90023
Contact Person:	Ali Baba Phone: 213-555-0147 E-mail: ali@zanzibar.com
Approximate Number of Employees in the United States:	Number employees US (required)
Approximate Number of Employees in the City of Los Angeles:	Number employees LA (required)
<u>SECTION 2. EBO REQUIREMENTS</u>	
<p>The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners. Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:</p>	
<p>A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and</p>	
<p>B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and</p>	
<p>C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.</p>	
<p>A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."</p>	
<u>SECTION 3. COMPLIANCE OPTIONS</u>	
<p>I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:</p>	
<p><input type="checkbox"/> I have no employees.</p>	
<p><input type="checkbox"/> I provide no benefits.</p>	
<p><input type="checkbox"/> I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.</p>	
<p><input type="checkbox"/> I provide equal benefits as required by the City of Los Angeles EBO.</p>	
<p><input type="checkbox"/> I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.</p>	
<p><input type="checkbox"/> All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.</p>	
<p><input type="checkbox"/> Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on(Date) mm/dd/yyyy .</p>	
<p><input type="checkbox"/> Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.</p>	

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

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

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Ali Baba, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Please type your First and Last Names

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

BAW-EBO/FSHO (05/2016)

Submit

Slavery Disclosure Compliance

SDO COMPLIANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit ON LABAVN (www.labavn.org before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

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

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

BAVN Company Id:	<input type="text" value="85140"/>	EIN/TIN:	<input type="text" value="449450"/>
Company Name:	<input type="text" value="Zanzibar Fashions"/>		
Street Address:	<input type="text" value="925 Fashion Way"/>	City:	<input type="text" value="Los Angeles"/>
		State:	<input type="text" value="CA"/>
		Zip:	<input type="text" value="90023"/>
Phone:	<input type="text" value="213-555-0147"/>	Email:	<input type="text" value="ali@zanzibar.com"/>

3. The company came into existence in (Four digit year).

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

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

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, , the requestor for this "SDO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Please type your First and Last Names

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

<p>Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.</p> <p>Company means any person, firm, corporation, partnership or combination of these.</p> <p>Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.</p> <p>Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.</p> <p>Investment means to make use of an Enslaved Person for future benefits or advantages.</p> <p>Participation means having been a Slaveholder during the Slavery Era.</p>	<p>Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.</p> <p>Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.</p> <p>Slavery means the practice of owning Enslaved Persons.</p> <p>Slavery Era means that period of time in the United States of America prior to 1865.</p> <p>Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.</p> <p>Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.</p>
--	--

BAVN-SDO (05/2016)

Submit

- Complete the form
- Click on the Submit button to complete the process.
- You should receive a confirmation notice when form has successfully been completed.

- The **Status** now shows **Submitted**. You can **Remove** the submitted document by clicking on the link.
- If the **Status** now shows **Verified** the **Remove** link is no longer available.

Company Compliance Documents

[Return to Profile](#)

- The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award.
- Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s).
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

IMPORTANT INFORMATION - ALL BAVN USERS - PLEASE READ - RECENT CHANGES THAT COULD AFFECT COMPLIANCE DOCUMENTS

- As of 7/1/16, the Affirmative Action and Non-discrimination/Equal Employment Practices Provisions Compliance affidavits will no longer be required on BAVN as compliance with these provisions will be included in the contract language.
- As of 7/1/16, the Equal Benefits Ordinance and First Source Hiring Ordinance Compliance affidavits were combined into one web application form on BAVN. If subject, a contractor will be required to complete the web application form, electronically sign, and submit.
If a form was uploaded and verified prior to 7/1/16, these will continue to be valid for three years from the UPLOAD date. When the form expires, a contractor will be required to complete the new web application form.
- The Slavery Disclosure Ordinance Compliance affidavit was also updated to a web application form. While the SDO is an indefinite application, if and when an older version of the EBO/FSHO forms are deleted from a contractor's profile, the older version of the SDO affidavit will also be deleted at the same time. At this time, the contractor will be required to complete, electronically sign, and submit the updated web application form. After the SDO form is updated to the current version, it will continue to be an indefinite application.

Your SDO Compliance document has been submitted.

[View Expired Compliance Documents](#)

Company Compliance Documents	Status	Upload/Submit By	Upload/Submit Date	Expires	Menu Options
 Equal Benefits / First Source Hiring Ordinance (3 Year Application) **New**	Not Completed				Disclaimer Click here to complete and submit this form
 Slavery Disclosure Ordinance (Indefinite Application) **New**	Submitted	Ali Baba	08/03/16	Indefinite	Disclaimer Remove

ATTACHMENT K

BUSINESS LOCATION AND WORKFORCE INFORMATION

Complete, sign and return with your RFQ Response.

BUSINESS LOCATIONS AND WORKFORCE INFORMATION

On January 7, 1982, the City Council adopted a new policy directing City Departments (and the City Administrative Officer) to report headquarters addresses of all businesses or individuals seeking City contracts and the percentage of their workforce residing in the City of Los Angeles. The purpose of this form is to assure compliance with these requirements.

Date _____

Proposer's Name (Legal Name of Entity) _____

Headquarters of Firm (Street Address) _____

City _____ State _____ Zip Code _____

Contact Person _____ Email _____

Telephone _____ Fax _____

Total Workforce _____

Address of Any Branch Office(s) Located Within the City of Los Angeles

Workforce in Each Los Angeles Branch Office(s) _____

Percentage of Workforce in Each Los Angeles
Branch Office(s) Residing in the City of Los Angeles _____

Total Workforce Residing in the City of Los Angeles _____

Percentage of Total Workforce
Residing in the City of Los Angeles _____

ATTACHMENT L

CITY OF LOS ANGELES CONTRACT HISTORY

Complete, sign and return with your RFQ Response.

CITY OF LOS ANGELES CONTRACT HISTORY

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

Were any contracts held with the City of Los Angeles in the last 10 years? Yes No

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

Name of Organization

Title

Print Name

Date

Signature

ATTACHMENT M

IRAN CONTRACTING ACT OF 2010 AFFIDAVIT

Complete, sign and return with your RFQ Response.

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 (BTRC) 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 DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (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>BTRC (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>

ATTACHMENT N

CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

Complete, sign and return prior to award of contract.

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

ATTACHMENT O

LOCAL BUSINESS PREFERENCE PROGRAM

If you are interested in participating please complete the required information on BAVN.org.

PROPOSAL

(Pages LBPP-1 through LBPP-6)

CITY OF LOS ANGELES
REQUEST FOR PROPOSALS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
City of Los Angeles Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code

Local Business Prime	8%
----------------------	----

Or

Local Business Subcontractor (s)	Up to 5%
----------------------------------	----------

NOTE: Local Business Preference Program information and/or assistance may be obtained through [RFQ Administrator, Rosemarie Barraza at rosemariebarraza@lacity.org]

MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON CITY-FUNDED CONTRACTS GREATER THAN \$150,000.00

A. General

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor's Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program.

Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at anytime before the award of a contract that it is not in the City's best interest to grant a proposal preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.

B. Participation Criteria for Local Business Preference Program

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

C. Definitions

1. "Awarding Authority" means any Board or Commission of the City, or any employee or officer of the City, except those of departments that control their own funds, authorized to award or enter into any Contract, as defined by Article 21, Section 1 of the Los Angeles Administration Code, on behalf of the City. The Proprietary Departments and the Departments of Recreation and Parks, and Library are strongly encouraged to

adopt local preference programs consonant with the provisions of Article 21, Section 10.47, et seq.

2. "Contract" means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
3. "Contractor" means the person, business or entity awarded the Contract by the Awarding Authority.
4. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions.
5. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.
 - a. A business entity with multiple locations within the County, can aggregate 50 of its full time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
 - b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
6. "Local Subcontractor" means a contractor that meets the same qualification as a local business.
7. "Provisionally Qualified Local Business" means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 60 days after the date on which the Contract with the City is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points added to their evaluation score

provided their bid proposal is in excess of \$150,000.00 or in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.

2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% of the total possible evaluation points added to their evaluation score.
 - a. The Awarding Authority shall provide 1% of the total possible evaluation points credit, up to a maximum of 5%, to the contractor's evaluation score for every 10% of the total cost of the proposed work to be performed by the local subcontractor. This rule applies to a local subcontractor or local subcontractors; provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the City.
4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points credit added to its evaluation score, as long as the proposed contract between the business and the City involves consideration valued at no less than \$1,000,000.00 and has a duration of no less than three (3) years.
 - a. To participate in the program a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at <http://bca.lacity.org>, which it shall attach and submit with its bid documents to the Awarding Department.
5. Once a Business asserting to be a Provisionally Qualified Local Business is notified by the Awarding Department of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following documentation: (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2) a business plan on its ability to become a Local business; (3) any other sufficient documentation required by the Awarding Authority.

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

- a. If an Awarding Department is satisfied with the documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the contract to the business, then the Awarding Department, prior to the execution of the contract, shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business. The memo shall also list the documents received by the Awarding Department, with copies attached, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.
6. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with the City is awarded. The Awarding Department shall notify the Provisionally Qualified Local Business thirty (30) days after contract award that it comply as a local business or contract award will be rescinded.
7. Loss of status as a Provisionally Qualified Local Business is permanent and forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on City Contracts.
8. The maximum preference for all qualifying local businesses, local subcontractor (s), and provisionally qualified local businesses shall not exceed 8% credit of the total evaluation points for any proposal.
9. In the event where a certified Local business, bids on a City contract, and is determined by the Awarding Department after the bid deadline to not qualify as a Local Business, the business will be eligible for the Local Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
 - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
 - b. It is the responsibility of the business registered on LABAVN as a certified Local Business to inform BCA via email at bca.certifications@lacity.org, that it no longer meets the certification criteria within 7days of the change. Failure to do so shall be construed as a misleading and/or false statement.
10. Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of 8% of the executed contract.
11. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the

Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the work that was pledged to the Local Subcontractor, not to exceed 8% of the Contractor's executed contract.

12. Value of the Proposal Preference may be calculated as the difference between the Proposal price between the Contractor's Proposal and the Proposal of the next most competitive bid. In cases where the value of the awarded Business's proposal price is lower, the value of the Proposal Preference may be calculated as the product between the proposal preference percentage points provided and the submitted proposal price.
13. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

E. ComplaintsandProtests

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

Submit complaints to:

By Mail

Bureau of Contract Administration
Office of Contract Compliance
Department of Public Works
1149 South Broadway, Suite 300
Los Angeles, CA 90015

By Email

bca.biphelp@lacity.org

ATTACHMENT P

SMALL & LOCAL BUSINESS PROGRAM APPLICATION

*If you are interested in participating please complete
and submit the required information to the Office of
Contract Compliance.*

City of Los Angeles Small & Local Business Program

Thank you for applying for the Small & Local Business (SLB) Program with the City of Los Angeles.

Qualifications to obtain SLB status are listed below:

1. Your principal office must be located within the County of Los Angeles.
2. Your firm must have a City of Los Angeles Business Tax Registration Certificate. For information on obtaining a City of Los Angeles Business Tax Registration Certificate, please call the Office of Finance, Tax and Permits Division at (213) 626-9271.
3. Gross receipts for your business (including affiliates) must total less than \$3 million for the previous fiscal year.

Companies certified as a Small & Local Business with the City of Los Angeles are given a preference applied to bid contracts of \$100,000 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If after the preference the SLB's bid is less than or equal to the lowest non-certified company's bid, the SLB will be awarded the contract.

In order to be given the bid preference as a certified SLB, your SLB application must be submitted to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the bid or proposal deadline and approved prior to the award date.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

1149 S. Broadway, Suite 300
Los Angeles, CA 90015

Certification as a Small & Local Business is valid for two calendar years from the date of approval. Applicant firms must be recertified every two years with the Office of Contract Compliance, Centralized Certification Section. For questions concerning the Small & Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213) 847-2641.

ATTACHMENT Q

STANDARD PROVISIONS FOR CITY CONTRACTS

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC-2. NUMBER OF ORIGINALS

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

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

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

PSC-4. TIME OF EFFECTIVENESS

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

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

PSC-5. INTEGRATED CONTRACT

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

PSC-6. AMENDMENT

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

PSC-7. EXCUSABLE DELAYS

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

PSC-8. BREACH

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

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

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

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

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

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

PSC-11. INDEPENDENT CONTRACTOR

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

PSC-12. CONTRACTOR'S PERSONNEL

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

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

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

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

PSC-14. PERMITS

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

PSC-15. CLAIMS FOR LABOR AND MATERIALS

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

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

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

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

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

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

PSC-18. FALSE CLAIMS ACT

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

PSC-19. BONDS

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

PSC-20. INDEMNIFICATION

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

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

PSC-22. INTELLECTUAL PROPERTY WARRANTY

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

PSC-23. OWNERSHIP AND LICENSE

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

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

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

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

PSC-24. INSURANCE

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

PSC-25. DISCOUNT TERMS

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

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC-27. NON-DISCRIMINATION

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

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

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

PSC-28. EQUAL EMPLOYMENT PRACTICES

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

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

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

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

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

PSC-29. AFFIRMATIVE ACTION PROGRAM

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

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

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

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

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

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

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

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

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

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

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

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

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

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

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

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

PSC-32. AMERICANS WITH DISABILITIES ACT

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

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

PSC-35. EQUAL BENEFITS ORDINANCE

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

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

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

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

PSC-36. SLAVERY DISCLOSURE ORDINANCE

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

EXHIBIT 1**INSURANCE CONTRACTUAL REQUIREMENTS**

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

**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

___ **Workers' Compensation – Workers' Compensation (WC) and Employers' Liability (EL)** **WC** Statutory
EL _____

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

___ **General Liability** _____

- Products/Completed Operations
- Sexual Misconduct _____
- 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) _____

___ **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 Contract Price

___ **Crime Insurance** _____

Other: _____

ATTACHMENT R

RFQ Checklist

Submit **one (1) original** and **five (5) double-sided copies** of the RFQ Response including completed compliance documents listed below no later than **3:00 pm, Pacific Time, on Thursday, April 20, 2017**. Please submit each copy in a separate 8 ½ x 11 inch, three-ring binder. Proposals must be delivered in person or by courier to the Los Angeles Fire Department, Brush Clearance Unit at 6262 Van Nuys Boulevard, Suite 451, Van Nuys, California 91401.

- _____ Cover Letter
- _____ Statement of Qualifications (Attachment C)
- _____ Municipal Lobbying Ordinance CEC Form 50 (Attachment D2)
- _____ Charter 470 (c)(12) CEC Form 55 (Attachment E)
- _____ Contractor Responsibility Questionnaire (Attachment F2)
- _____ Certification of Compliance with Child Support Obligations (Attachment G)
- _____ Affidavit of Non-Collusion (Attachment H)
- _____ Completed and signed Service Contractor Worker Retention and Living Wage Ordinance exemption forms (if applicable) (Attachment I)
- _____ Print out of Equal Benefits / First Source Hiring Ordinance Affidavits from BAVN.org (Attachment J)
- _____ Print out of Slavery Disclosure Ordinance Affidavit from BAVN.org (Attachment J)
- _____ Business Location and Workforce Information Form (Attachment K)
- _____ City of Los Angeles Contract History Form (Attachment L)
- _____ Iran Contracting Act of 2010 Compliance Affidavit (Attachment M)

CONTRACT Checklist

If recommended for an award of contract pursuant to this RFQ, the successful respondent must submit proof of the following requirements to the RFQ Administrator, Rosemarie Barraza at rosemaire.barraza@lacity.org prior to the award of contract.

- _____ Copy of Insurance Certificate (Attachment B)
- _____ Copy of City of Los Angeles Business Tax Registration Certificate
- _____ Pledge of Compliance with Contractor Responsibility Ordinance (Attachment N)

APPENDIX 1

REQUIREMENTS FOR BRUSH CLEARANCE WEED, AND REFUSE ABATEMENT SERVICES

REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

The following must be on file with the Brush Clearance Unit by **noon (12:00 pm, Pacific Time), seven (7) days prior to bid day** in order to participate in the bid process.

- Contractor State License(s).
- All insurance certificates have to be uploaded and current on the City's insurance compliance system located at <http://Track4LA.lacity.org>. Contractors with lapsed insurance certificates will not be able to participate in bid process. Lapsed insurance certificates will also trigger non-payment until proof of insurance renewal is provided.
- The California Highway Patrol (CHP) Safety Net Driver/Vehicle Inspection Report (CHP 407)

1. LICENSE REQUIREMENTS

- 1.1 California C-27 Landscaping Contractor State License.
- 1.2 If utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc. a California C-31 Construction Zone Traffic Control Contractor State License is required.

2. INSURANCE REQUIREMENTS

2.1 Evidence of insurance coverages listed below must be valid and uploaded on Track4LA.org by 12:00pm, Pacific Time, seven (7) days prior to bid day in order to participate in bid process:

- 2.1.1 General Liability - \$1 million
- 2.1.2 Workmans Compensation - \$1 million
- 2.1.3 Automobile Liability - \$1 million

2.2 Proof of Workers' Compensation 0109 will be required to bid and must be available at all times for inspection at the job location.

3. SAFETY REQUIREMENTS

3.1 All vehicles used to conduct brush clearance, weed and refuse abatement require a CHP 407 report and must be approved by the CHP.

3.2 Contractor will be required to renew their CHP 407 annually.

3.3 Prior to start of work each day, contractor foreman must conduct a safety meeting on-site.

3.4 Safety meeting must be conducted with LAFD Captain, Inspector, Utilities personnel, and Arborist.

3.5 Contractor must provide to the LAFD written emergency procedures in the event of a medical emergency involving one, or more, of its staff during an assignment.

REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

3.6 Contractor must ensure each that vehicle used to perform the brush clearance, weed and refuse abatement has (1) a Class A portable 2.5 gallon water fire extinguisher, and (2) a Class 4A 60B:C dry chemical fire extinguisher with current inspection tags.

4. OTHER REQUIREMENTS

4.1 Foreman/Public Relations person shall remain on site with the work crew throughout the workday.

4.2 When needed, the City Geologist may be required to be on site and must follow requirements posed by City Geologist.

4.3 Contractor must have clear professional relationship with:

4.3.1 Fire Inspector

4.3.2 Residents

4.4 Contractor must have a complete list of emergency contacts and/or phone numbers for all utilities who must be notified in the event of mishaps.

4.5 Contractor must notify the LAFD Inspector if contractor is working on the weekend. Contractor must have the Inspector's mobile number in case of an emergency. Inspector mobile number shall not be disclosed to the public.

4.6 Contractor must review and follow procedures on how to deal with public complaints, and staff.

4.6.1 Fire Inspector

4.6.2 DWP and other utilities

4.6.3 Electrical wires

4.6.4 And areas of concern

5. FINANCIAL RESPONSIBILITY - Contractor is responsible for all costs associated with the following:

5.1 Providing and on-site Foreman/Public Relations person to respond to property owner, residents, HOA, and on-site questions and complaints.

5.2 Obtaining DOT permits

5.3 Obtaining traffic flow signs, Flasher boards, cones, barricade, delineators, and flagmen.

5.4 Any citations resulting from no parking signs and other street signs with restrictions.

5.5 All damages to physical property owned by or in part by the DWP: electrical lines, water lines, and cable telephone wire.

APPENDIX 2

REQUIREMENTS FOR TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET

REQUIREMENTS FOR TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET

The following must be on file in the Brush Clearance unit by **noon (12:00 pm, Pacific Time), seven (7) days prior to bid day** in order to participate in the bid process for tree trimming and removal.

- Contractor State License(s)
- All insurance certificates must be uploaded and current on the City's insurance compliance system located at <http://Track4LA.lacity.org>. Contractors with lapsed insurance certificates will not be able to participate in bid process. Lapsed insurance certificates will also trigger non-payment until proof of insurance renewal is provided.
- The California Highway Patrol (CHP) Safety Net Driver/Vehicle Inspection Report (CHP 407)

1. LICENSE REQUIREMENTS

- 1.1. California C-61/D-49 Limited Specialty Tree Service Contractor State License.
- 1.2. All Tree Trimmers shall be Qualified line clearance trimmers with Electrical Hazard Awareness Program Certification from the International Society of Arborists (ISA) or Tree Care Industry Association (TCI).
- 1.3. If utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc. a California C-31 Construction Zone Traffic Control Contractor State License is required.
- 1.4. 1 full-time American Society of Consulting Arborists (ASCA) Registered Consulting Arborist on staff when City of Los Angeles Urban Forestry reporting requirements are conducted.
- 1.5. In addition to the requirements listed above, to bid on any of the following Service Categories, the following certifications and licenses must be on file by noon (12 pm pacific time), seven (7) days prior to bid day.
 - 1.5.1. Service Category 1: Certified Arborist Tree Trimming or Removal
 - 1 full-time Certified Arborists on staff certified through International Society of Arboriculture (ISA)
 - 1.5.2. Service Category 2: Municipal Specialist Tree Trimming or Removal
 - 1 full-time Municipal Specialist on staff certified through ISA
 - 1 full-time Tree Risk Assessment Qualification (TRAQ) Certified Arborist certified through ISA
 - Certified Tree Worker climbers and groundsmen certified through ISA
 - 1.5.3. Service Category 3: Utility Tree Trimming or Removal
 - 1 full-time Utility Specialist on staff certified through ISA

REQUIREMENTS FOR TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET

2. INSURANCE REQUIREMENTS

- 2.1. Evidence of insurance coverages listed below must be valid and uploaded on Track4LA.org by 12:00pm, Pacific Time, seven (7) days prior to bid day in order to participate in bid process:
 - 2.1.1. General Liability - \$1 million
 - 2.1.2. Workers' Compensation - \$1 million
 - 2.1.3. Automobile Liability - \$1 million
- 2.2. Proof of Workers' Compensation Class Code 0106 will be required seven days prior bid day and must be available for inspection at the job location:

3. NOTIFICATION REQUIREMENTS:

- 3.1. Contractor must have emergency number for all Utility Companies (LADWP, Cable, Telephone) and provide the list to LAFD Brush Unit.
- 3.2. Contractor is responsible for notifying the Utility Company regarding any mishaps.
- 3.3. Contractor must hand deliver a letter/flyer notifying affected property owner of the pending brush clearance, weed and/or refuse abatement project at least 48 hours in advance, at the discretion of the Inspector in charge. (Notice shall include contact person and phone number of contracting company and the LAFD)

4. SAFETY REQUIREMENTS

- 4.1. All vehicles used to conduct brush clearance, weed and refuse abatement require a CHP 407 report and must be approved by the CHP.
- 4.2. Contractor will be required to renew their CHP 407 annually.
- 4.3. Prior to start of work each day, contractor foreman must conduct a safety meeting on-site.
- 4.4. Safety meeting must be conducted with LAFD Captain, Inspector, Utilities personnel, and Arborist.
- 4.5. Contractor must provide to the LAFD written emergency procedures for the following scenario:
 - 4.5.1. Medical Emergency
 - 4.5.2. Tree Rescue
 - 4.5.3. Power line emergency
- 4.6. Contractor must ensure each vehicle used to perform the brush clearance, weed and refuse abatement, including tree trimming, must have (1) a Class A portable 2.5 gallon water fire extinguisher and (2) a Class 4A 60B:C dry chemical fire extinguisher with current inspection tags.

REQUIREMENTS FOR TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET

5. OTHER REQUIREMENTS

- 5.1. Foreman/Public Relations person and Arborist shall remain on site with the work crew throughout the workday.
 - 5.2. Contractor employees must follow high power utility safety procedures at all times.
 - 5.3. Have a meeting with DWP regarding power lines.
 - 5.4. Arborist must have a meeting with the LAFD representative.
 - 5.5. When needed, the City Geologist may be required.
 - 5.6. Contractor must have clear relationship with:
 - 5.6.1. Fire Inspector
 - 5.6.2. Residents
 - 5.6.3. Urban Forestry Dept. (Registered Consulting Arborist required)
 - 5.6.4. Certified Arborist, ISA
 - 5.7. Contractor must have a complete list of emergency contacts and/or phone numbers for all utilities who must be notified in the event of mishaps.
 - 5.8. Contractor shall notify the LAFD if contractor is working on the weekend. Contractor must have the Inspector's mobile number in case of an emergency. Inspector mobile number shall not be disclosed to the public.
 - 5.9. Review and follow procedures on how to deal with public complaints, and staff.
 - 5.9.1. Arborist
 - 5.9.2. Fire Inspector
 - 5.9.3. Department of Forestry, DWP and other utilities
 - 5.9.4. Electrical wires
 - 5.9.5. And areas of concern
6. FINANCIAL RESPONSIBILITY - Contractor is responsible for all costs associated with the following:
- 6.1. On-site Foreman/Public Relations person to respond to homeowners, residents and on-site questions and complaints.
 - 6.2. Obtaining DOT permits
 - 6.3. Obtaining traffic flow signs, Flasher boards, cones, barricade, delineators, and flagmen.
 - 6.4. Any citations resulting from no parking signs and other street signs with restrictions.
 - 6.5. All damages to physical property owned by or in part by the DWP: electrical lines, water lines, and cable telephone wire.

APPENDIX 3A

REQUIREMENTS FOR WORK ON PUBLIC PROPERTY

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION REQUIREMENT

CALIFORNIA STATE SENATE BILL 854



State of California
Department of Industrial Relations

Public Works Public Works Reforms (SB 854) Fact Sheet

Public Works Reforms (SB 854) Fact Sheet

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities.

Essentials of public works contractor registration program:

- Contractors are subject to a registration and annual renewal fee set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees go into the State Public Works Enforcement Fund and are used to fund the following items:

- Administration of contractor registration requirement;
- All DIR costs for administering and enforcing public works laws;
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - CPRs are furnished to the Labor Commissioner online
 - This requirement phases in as follows:
 - Applied to public works projects that had been under CMU monitoring;
 - Applies to any new projects awarded on or after April 1, 2015;
 - May apply to other projects as determined by Labor Commissioner;
 - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
 - **Exemptions:** As of April 1, 2015, and even after January, 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

Any projects monitored and enforced by the following legacy LCPs:

- California Department of Transportation (Caltrans)
- City of Los Angeles
- Los Angeles Unified School District
- County of Sacramento

Projects covered by qualifying project labor agreements, at the Labor Commissioner's discretion.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

April 2016

Public Works

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APPENDIX 3B

REQUIREMENTS FOR WORK ON PUBLIC PROPERTY

PREVAILING WAGE REQUIREMENTS

CITY OF LOS ANGELES LABOR COMPLIANCE MANUAL

CITY OF LOS ANGELES



LABOR COMPLIANCE MANUAL

Revised May 2014

PART I
CITY OF LOS ANGELES
LABOR COMPLIANCE PROGRAM REQUIREMENTS

I. INTRODUCTION

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

II. LABOR COMPLIANCE PROGRAM REQUIREMENTS

- a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

III. PUBLIC WORKS CONSTRUCTION PROJECTS

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those

referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

IV. EMPLOYMENT OF MINORS PROHIBITED

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

V. YOUTH EMPLOYMENT PROGRAMS

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

VI. CASH PAYMENTS PROHIBITED

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

VII. WORKERS DEFINED

The City defines “worker” as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

VIII. PREVAILING WAGES

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most

closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

IX. EFFECTIVE PREVAILING WAGE RATES

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (*) or double asterisk (**). The single asterisk (*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (**) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at www.dir.ca.gov.

X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15th) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice

registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: www.dir.ca.gov/DAS).

2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a “Notice of Reprimand” and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

XII. LIABILITY FOR UNPAID WAGES

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor’s obligation to pay prevailing wage rates is met.

- b.) The **Contract Work Hours and Safety Standards Act (CWHSSA)** require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time

over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

- c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to *kickback* any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

XIII. POSTING

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

XV. CERTIFIED PAYROLL RECORDS

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;

- F. overtime hours per day and total per week;
- G. gross wages earned this project;
- H. gross wages earned on all other projects;
- I. itemized deductions;
- J. actual per diem wages paid; and
- K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- b.) Certified payrolls from the Contractor and all Subcontractors shall be submitted to the City **weekly** through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. The City reserves the right to **reject incomplete** payroll reports and request re-submittal of complete reports.
- c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" **will not** be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.
- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

XVI. WORKING HOURS

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.
- b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4th 575,94 Cal. Rptr.2d3,

"The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (*Id.* at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said,

“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ ...Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (*Id.* at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (*Id.* at p. 592.)

XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

XVIII. DISPUTES

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

PART II
LABOR COMPLIANCE PROGRAM REQUIREMENTS –
FEDERALLY FUNDED/ASSISTED CONSTRUCTION
PROJECTS

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

I. DAVIS-BACON REGULATIONS

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

The Davis-Bacon Act

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be *pre-empted* by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

II. CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

Davis-Bacon Wage Decisions

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

Contract Administration form BCA-167

The Bureau of Contract Administration form BCA-167 “Contractor Daily Field Report” must be utilized on all projects receiving federal-aid.

The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

III. INQUIRIES

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance
Labor Compliance Section
1149 South Broadway, Suite 300
Los Angeles, CA 90015
(213) 847-2662

For more information, log on to:

<http://bca.lacity.org>
<http://www.dir.ca.gov>
<http://www.dol.gov>

Attachment A

Affidavit of non-collusion (on file in the board office)

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. 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, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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 federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. 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**;
- 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 **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, 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 the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. 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-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **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 effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, 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, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. 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 **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. 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-9(A) Termination for Convenience.
 8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **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 **CITY**.

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **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-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed 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), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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 or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **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 an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (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, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

PSC-20. 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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, 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 originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for 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 **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) 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-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. 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-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **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 **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** 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."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

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
<p>___ Workers' Compensation (WC) and Employer's Liability (EL)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> <p><input type="checkbox"/> Longshore & Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> <div style="width: 45%; text-align: right;"> <p>WC _____</p> <p>Statutory _____</p> <p>EL _____</p> </div> </div>	
<p>___ General Liability</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	
<p>___ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</p>	_____
<p>___ Professional Liability (Errors and Omissions)</p> <p style="margin-left: 20px;">Discovery Period _____</p>	_____
<p>___ Property Insurance (to cover replacement cost of building - as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder's Risk</p> <p><input type="checkbox"/> _____</p> </div> </div>	_____
<p>___ Pollution Liability</p> <p><input type="checkbox"/> _____</p>	_____
<p>___ Surety Bonds - Performance and Payment (Labor and Materials) Bonds</p>	_____
<p>___ Crime Insurance</p>	_____

Other: _____

Attachment D

Compliance documents (on file in the board office)

ATTACHMENT C

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS BRUSH CLEARANCE POLICIES 2015

GENERAL REQUIREMENTS & POLICIES:

1. No "Lop & Drop"- No Machete and Spread: All brush is to be mechanically chipped or hauled away, chip size should be no larger than three (3) inches or it is to be removed. It is not to exceed three (3) inches in depth within two hundred (200) feet of a structure. Chip or remove any and all brush or cutting (including pre-existing) over three (3) inches in height. Chipped material is to be immediately spread to a uniform depth and not allowed to accumulate in piles at any time. Do not dump logs, limbs, cut material, debris, chipped material, etc. in ravines or anywhere beyond the 200' requirement.
2. You are required to perform two hundred (200) feet or regular clearance regardless of what was done the previous year. **NOTE:** Pump house variance for Griffith Park requires only thirty (30) feet clearance.
3. All bamboo must be cut to three (3) inches above ground within two hundred (200) feet of a structure. All shrubs are to be trimmed up to one-third (1/3) inches in height. Plants within one hundred (100) feet of structures shall be trimmed up and spaced eighteen (18) feet apart, unless otherwise noted on the Contractor's Worksheet.
4. Grass, weeds and native brush are not to exceed three (3) inches in height within two hundred (200) feet of a structure.
5. All Los Angeles City property indicated on work sheets within two hundred (200) feet from structures will be honored.
6. Remove overhanging tree branches to provide fourteen (14) feet of clearance over paved streets and roads allowing for emergency vehicle access. Unpaved roads and trails must be noted on Contractor's Worksheet.
7. Trees within two hundred (200) feet of a structure: Trim lower branches so that no foliage is within six (6) feet of the ground. Remove all dead material within fifteen (15) feet of the ground.

8. Contractors must ensure all work is completed prior to requesting inspection. A request for an inspection at least three days prior to a bid package due date will guarantee a timely inspection.
9. Contractors working on or adjacent to roadways ***MUST*** use high-level warning devices and tapered delineators as described in the "WORK AREA TRAFFIC CONTROL HANDBOOK"

WORKPLACE VIOLENCE & PROFESSIONAL CONDUCT:

1. City's Policy on Workplace Violence: The Contractor shall refrain from violence or the threat of violence during the course, scope and performance of their work. The City shall not tolerate violence or threat of violence, whether actual or reasonable perceived.
2. The types of behavior covered by this include, but are not limited to:
 - A) Violent physical actions.
 - B) Direct or implied threats to do harm to another or to property (including intimidating use of one's body or physical objects).
 - C) Verbally abusive or intimidating language or gestures.
 - D) Threatening, abusive, or harassing communication (i.e. phone calls, letters, memoranda, faxes or e-mails).
 - E) Engaging in a pattern of unwanted or intrusive behavior against another (i.e. stalking, spying and following).
3. The Contractor and any of its employees will conduct themselves in a professional manner while conducting business on City property, while in contact with City employees, the general public and other Contractors and while performing their obligations in the field.

TREE QUALIFIED & NATIVE TREE ORDINANCE

In evaluating whether the Contractor needs to be Tree Qualified the following criteria will be used.

1. The RAP Inspector will need to first make the determination if the entire tree can safely be dropped from a ground level cut, not causing damage to buildings or structures, or if it must be dropped in sections.

2. If the entire tree can be safely dropped as one unit and if climbing is required no higher than fifteen (15) feet, then the bid package can be marked NON-TREE QUALIFIED
3. If it is determined to remove the tree it will need to be cut into sections from the top down or the climber needs to go above fifteen (15) feet, then the package will have to be marked TREE QUALIFIED.
4. Any package requiring tree work above fifteen (15) feet will need to be awarded to a Contractor holding a C-61 and/or a D-49 license from the California State Contractors Board. **TREE QUALIFIED** should be prominently written on the Package Bid Sheet.
5. Provisions of the City of Los Angeles native tree ordinance now apply to four (4) varieties of trees: Southern California Black Walnut, Western Sycamore, California Bay Laurel, California Coast Live Oak and Valley Oak. Trees with a trunk diameter greater than four (4) inches are protected, down from eight (8) inches under the old ordinance.

EQUIPMENT REQUIREMENTS AND INSPECTION:

1. The Contractor shall provide the Department of Recreation and Parks with the following:
 - A) A California Highway Patrol "Safety Net Driver/Vehicle Inspection Report CHP 407" for all vehicles used to do weed and refuse abatement; Contractor will be required to renew their CHP Form 407 annually.
 - B) A photocopy of the Contractor's Business Tax Permit.
2. The Contractor shall have the following protective equipment readily available at all times on each vehicle used to do weed and refuse abatement:
 - A) A "Class A portable 2.5 gallon water fire extinguisher" and "Class 4A 60B:C dry chemical fire extinguisher"
 - B) Safety glasses, protective gloves and clothing, hard hat, reflective vest, ear protection and a Landscaper First Aid Kit.

CONTRACTOR'S REPRESENTATIVE:

1. If someone other than the Contractor's representative, as identified in the contract document, will be participating in a particular bid session, then written documentation from the Contractor to the Department of Recreation and Parks must be submitted on their company letterhead. It must identify and authorize the

representative, be dated, signed and submitted prior to the deadline for the submittal of bids. It is the Contractor's responsibility to insure that its representative is thoroughly familiar with the Brush Clearance bidding process and is qualified to participate in the bid process on behalf of the Contractor.

INSURANCE:

1. Contractors must maintain commercial insurance policies as described in the "Standard Provisions for City Contracts" at the required limits.
2. Requirements:
 - A. Original policy with a wet signature. A faxed copy will not be accepted as an original policy.
 - B. Policies must meet all established requirements.

Policies must be accepted, stamped and signed by the City Attorney's Risk Management Division.
 - C. ***A bid will not be accepted or awarded to a Contractor whose policy has expired or has not met the above listed requirements prior to the weekly bid session meetings.***

BID PROCESS:

1. Bidding sessions will be held every Tuesday at 12:00 noon.
2. Bids must be submitted by 11:45 a.m. *No late submittals will be accepted.*
3. Packages will be awarded one at a time. Prior to the opening and reading of bids for award, a Contractor has the option of pulling their bid for that package. Only the lowest bid will be read aloud and the winner of the bid will be announced. If the Contractor has not pulled out before the bid is read, the winning Contractor ***MUST*** accept the awarded package. Contractors will have the opportunity to pull out one or more of the remaining packages before the next package is read.
4. Once the bid is awarded, it becomes a contract and the Contractor will be held responsible for completing the work by ***5:00 p.m., thirteen (13) calendar days after the awarding of the bid.*** The thirteenth day ends Monday at 5:00pm.
5. The Department of Recreation and Parks reserves the right to reject all bids, and not make an award on any bid package that was issued.

6. All Contractors are liable for thirty (30) days after completion of a bid package to correct any discrepancies discovered. *After notification to a Contractor, one (1) week is allowed to make corrections or subsequent eligibility to bid will be suspended until corrected.*
7. Bids will be submitted in a sealed envelope that is legible and clearly marked with the package number. Only one (1) signed bid sheet is to be submitted per envelope and an *Affidavit of Non-Collusion*, fully executed by the Contractor, must accompany each bid sheet, which too is fully executed by the Contractor. Bids must be complete and legible. A bid will be rejected if the bid sheet is missing the "Total Price For Package" and/or the "Signature Of Authorized Bidder".

REQUIREMENTS FOR PAYMENT AND INVOICING:

1. The Contractor must submit two (2) copies of the invoice and nine (9) photographs for each completed bid package. The invoice will specify the bid package number, Los Angeles County Assessor's Parcel Number (APN) and the amount of payment being requested. The Contractor is required to submit invoices that conform to City standards. All invoices will be submitted on the company's letterhead, contain the company's official logo, or contain other unique and identifying information. Additionally, all invoices must include the following:
 - A) Complete name and address of company firm
 - B) Complete name and address of the City Department being billed
 - C) Date of the invoice
 - D) Invoice number (The package number does not suffice as an invoice number)
 - E) City issued contract number
 - F) Complete package number
 - G) Brief description of work performed including the APN and amount due
 - H) The Contractors payment terms and the total amount due
2. Of the nine (9) compulsory photographs, three (3) photographs must be taken before work commences, three (3) photographs taken while work was being done, and three (3) photographs taken after the work was finished. In all instances, the photos must be distinct from the others and taken from different

vantage points to identify the entire work area. The three distinct locations where the “before” photos are taken should be the same distinct vantage point/location/perspective/view that are photographed in the “working” and “finished” photos. We do not want pictures that incorporate the Contractor’s vehicle, surrounding asphalt or concrete hardscape.

3. The photographs must be color digital prints with the date and time taken, the APN, and the Contractor’s name must appear legibly somewhere on every photograph and the Contractor must initial each photograph.
4. Liquidated damages will accrue if the invoice and photo requirements are incomplete and/or not submitted in the prescribed twenty one (21) day invoice submission timeline.
5. Invoices and accompanying pictures are to be assembled, stapled and in order, ready to be date stamped when you walk in the door for their submission.
6. Bid invoice documents must be delivered to the Brush Clearance Office at the Pacific Region – West Area Maintenance Offices, 2459 Motor Avenue, Los Angeles, CA 90064 **NO LATER THAN 1:30 p.m., PACIFIC TIME, TWENTY ONE (21) CALENDAR DAYS AFTER THE AWARD OF THE BID.**
7. Invoice documents and photographs received after 1:30 p.m. are considered late and will be processed the next business day resulting in the assessment of liquidated damages.
8. When a Contractor submits the completed bid document to the Brush Clearance Office, a “Record Bid Invoice Receipt” will be copied for the Contractor. The Department will not be responsible for missing invoice documents and photographs if a Contractor cannot provide the “Bid Invoice Receipt”. Liquidated damages will accumulate until replacement documents are provided.
9. All disputes and complaints from Contractors regarding Brush Clearance packages must first be worked thru and with the respective Inspector. If attempts to contact an inspector are unsuccessful, concerns can be referred to the respective Senior Park Maintenance Supervisor’s for each Region where the work is located:
 - A) Metro Region, Abel Perez, (213) 485-4833
 - B) Griffith Region, Robert Buenrostro, (818) 243-1145
 - C) Valley Region-East, Peggy Kelly, (818)756-8189
 - D) Valley Region-West, Jeremy Thomas, (818) 795-3285

- E) Pacific Region-West Area, Stefanie Smith (310) 836-1040 and
 - F) Harbor-Southwest Area- Raul Leon, (310)548-7671
10. Should all attempts fail with each corresponding supervisor then you may contact the Principal Grounds Maintenance Supervisor's for each Region where the work is located:
- A) Metro Region, Javier Solis, (213) 485-4809
 - B) Griffith Region, Laura Bauernfeind, (818) 243-1145
 - C) Valley Region, Peggy Kelly, (818) 756-8189
 - D) Pacific Region, Juan Benitez, (310) 548-7671
11. The Brush Clearance Coordinator, Stefanie Smith and the Brush Clearance Staff, Luisa Tovar and LaTeace Slaughter can be reached at the following
- A) Stefanie Smith, (310) 836-1040, FAX (310) 839-9629, e-mail: Stefanie.Smith@lacity.org
 - B) Luisa Tovar, (310) 836-1040, FAX (310) 839-9629, e-mail: Luisa.Tovar@lacity.org
 - C) LaTeace Slaughter, (310) 836-1040, FAX (310) 839-9629 e-mail: LaTeace.Slaughter@lacity.org
12. If attempts to contact an inspector for sign-off or an inspection during business hours at District Offices are unsuccessful, call the respective Regional Headquarters and ask to speak to the Principal Grounds Maintenance Supervisor. If that is unsuccessful, contact Stefanie Smith, Luisa Tovar and/or LaTeace Slaughter. It is the responsibility of each Contractor to document the name of the inspector contacted, the time and date when requesting sign-off for work completed.

LIQUIDATED DAMAGES:

Liquidated damages for late performance, or failure to perform, or the late submission of invoice documents and/or photographs, will be assessed against the Contractor at the rate of:

- A) A minimum of \$200 per day for any package awarded up to \$2,000.00, or
- B) A rate of ten percent (10%) penalty per day for any awarded package over \$2,000.00.

CITY OF LOS ANGELES
INTERDEPARTMENTAL CORRESPONDENCE

March 20, 2019

TO: Michael Shull, General Manager
Department of Recreation and Parks

Attn: Stefanie Smith, Principal Grounds Maintenance Supervisor II

FROM: Mark Davis, Chief Management Analyst 
Los Angeles Fire Department

SUBJECT: AUTHORIZATION TO USE LOS ANGELES FIRE DEPARTMENT'S
SEVEN BRUSH CLEARANCE CONTRACTS

We are in receipt of the request from the Department of Recreation and Parks for approval to utilize the Los Angeles Fire Department's (LAFD) competitive bid process for the seven brush clearance contracts listed below:

- Avalon Landscape, Inc. (C-129495)
- Brian Walsh Brush Clearance (C-129500)
- International Environmental Corp. (C-129498)
- Pan American Brush Clearance (C-129496)
- Pepo Weed Abatement, Inc. (C-129497)
- Silent Fire, Inc. (C-129501)
- Thrifty Tree Service, Inc. (C-129499)

The LAFD hereby extends approval to Recreation and Parks to utilize the bid process for these brush clearance contractors.

Should you have any questions or concerns, please contact me at (213) 978-3434 or via email at mark.davis@lacity.org.

CC: Ramon Barajas, Assistant General Manager, Recreation and Parks
Muriel Gee, Senior Management Analyst II, LAFD

Attachment 3

**PROPOSED CONTRACT
BETWEEN THE CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS
AND
(XXXXXXXXXXXXXXXXXXXXXXXXXXXX)
FOR BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
(XXXXXXXXXXXXXXXXXXXXXXXXXX)

FOR BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT

This Agreement (“AGREEMENT” or “CONTRACT”) is entered into this _____ day of _____, 20____, by and between the City of Los Angeles, (herein referred to as “CITY”) a municipal corporation, acting by and through its Department of Recreation and Parks (hereinafter referred to as “RAP”) and its Board of Recreation and Park Commissioners (hereinafter referred to as “BOARD”), and (XXXXXXXXXXXXXXXXXXXXXXXXXX)(hereinafter referred to as “CONTRACTOR”), CITY and CONTRACTOR shall be referred to hereinafter as the “PARTY” or “PARTIES”.

WHEREAS, the City has a duty to remove “any hazardous refuse or hazardous weeds, trees, or other vegetation which by reason of proximity to a building or structure, constitutes a fire hazard.” (Los Angeles Municipal Code (L.A.M.C.) Section (Sec.) 57.322.1; and

WHEREAS, L.A.M.C. Sec. 57.322.1 through Sec. 57.322.1.1.9 (General Brush Clearance) requires RAP to abate certain nuisances including, but not limited to, brush clearance of weeds, trees, or other vegetation and any condition that provides a ready fuel supply to augment the spread or intensity of a fire; and

WHEREAS, in connection with such responsibilities, RAP clears brush on property under its control and abates certain public nuisances, including but not limited to, brush clearance, weed and/or refuse abatement and tree trimming or removal as set forth in L.A.M.C. Sec. 57.322.1 et seq.; and

WHEREAS, RAP has the need for such technical, professional and expert services to provide brush clearance, weed and/or refuse abatement and any related service to comply with L.A.M.C. Sec. 57.322.1 through 57.322.1.1.9 on an occasional basis every year; and

WHEREAS, pursuant to Charter Section 1022, RAP has determined it does not have available in its employ personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by an independent contractor;

WHEREAS, CONTRACTOR is experienced in providing services of the type required, has indicated its willingness to perform such services and it is in RAP's best interest and more feasible and economical to secure said services from CONTRACTOR; and

WHEREAS, on March 9, 2017 the City of Los Angeles, Fire Department (LAFD) posted a Request for Qualifications Number 2017-038-001 on Los Angeles Business Assistance Virtual Network (BAVN) with an opportunity number 2661; and

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by LAFD through their Board of Fire Commissioners (BFC) on May 10, 2017, under BFC File Number 17-059; and

WHEREAS, pursuant to Charter Section 371(e)(2), RAP has determined that the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR are of a temporary and occasional character for which competitive bidding is not practicable or advantageous;

WHEREAS, pursuant to Charter Section 371(e)(8), the CITY may utilize LAFD's competitive solicitation, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, are an exception to the CITY'S competitive bidding requirements;

WHEREAS, pursuant to Charter Section 371(e)(10), RAP has determined that the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law;

WHEREAS, the LAFD by written communication dated March 20, 2019 attached hereto and incorporated by reference herein as Attachment 2, has expressly authorized RAP to utilize the results of LAFD's Request for Qualifications released on March 9, 2017 which resulted in the selection of this Contractor.

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

ARTICLE 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION.

A. Parties

The PARTIES to this AGREEMENT are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of RAP, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, CA 90012.

CONTRACTOR – (XXXXXXXXXXXXXXXXXXXXXXXXXXXX), having its principal office at (XX).

B. Representatives

1. The City's representative will be (or any other RAP Management or City designee):

Michael A. Shull, General Manager or designee
Department of Recreation and Parks
221 N. Figueroa Street, Suite # 350
Los Angeles, California 90012

With a Copy to:

Stefanie Smith or designee
Principal Grounds Maintenance Supervisor II
Brush Clearance Manager
3900 Chevy Chase Drive
Los Angeles, CA 90039
(818) 243-1145 Telephone Number

Email: stefanie.smith@lacity.org

With additional copy to:

Jimmy Newsom, Sr. Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave.
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org

Telephone Number: (818) 756-9294

2. The CONTRACTOR'S representative will be:

Name: «FirstName» «LastName»

Title: «OwnerTitle»

Company: «Company»

Telephone Number: «Phone»

Fax Number: «Fax»

E-mail Address: «Email»

C. Notices

Formal notices, demands and communications to be given hereunder by either PARTY will be made in writing and may be effect by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

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

CONTRACTOR shall address all questions and correspondence concerning project scope to Stefanie Smith (or any other RAP Management designee) the representatives identified in Article 1.B. above.

ARTICLE 2 – TERM OF THE AGREEMENT

2.1 Term

- A. The term of this AGREEMENT will be for a period of one year and will commence on the date executed by all parties hereto and will terminate one year from the date of execution, subject to the provisions of ARTICLE 8 of this Agreement and the provisions set forth in the "Termination" (PSC-9) section of the Standard Provisions for City Contracts (Rev. 10/17) [v.3] which is attached to this Agreement as Attachment B and incorporated herein by this reference.
- B. The CITY may, in its sole discretion, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, with the same terms and conditions, provided that funds are available.

2.2 Contract Compliance

CONTRACTOR agrees to comply with the Standard Provisions for CITY Contracts (Rev. 10/17)[v.3], or most current, attached hereto and incorporated herein by reference (Attachment B), and CONTRACTOR also agrees to comply with all CITY codes, Ordinances (as published), and CITY Compliance Documents and forms, as required by CITY that were submitted by CONTRACTOR, and which are attached to this Agreement as Attachment D and incorporated herein by this reference ("Contract Compliance").

ARTICLE 3. SERVICES TO BE PERFORMED BY THE CONTRACTOR

A. Required Licenses

1. During the term of this AGREEMENT, the CONTRACTOR shall provide brush clearance, weed and/or refuse abatement on property under the control of RAP pursuant to the requirements specified in L.A.M.C. § 57.322.1 et seq. Upon contract execution, CONTRACTOR must possess a C-27 license from the Contractors State License Board (CSLB) if CONTRACTOR intends to bid on work involving brush clearance. A CSLB C-61 license with a D-49 designation is required if CONTRACTOR intends to bid on work involving trimming trees above 13 feet.
2. A photocopy of the CONTRACTOR'S Business Tax Registration Certificate (BTRC).

B. Work to be performed by CONTRACTOR

Specific work to be performed by the CONTRACTOR will be assigned by RAP to the CONTRACTOR pursuant to the Brush Clearance Program's Policies,

(Attachment C to this Agreement). The exact nature of the work to be performed by the CONTRACTOR for each bid award will be specifically described in the "Contractors Worksheet" provided pursuant to this Agreement's ARTICLE 6 - AWARD OF BIDS provided by RAP for each parcel to be cleaned.

Cut vegetation must be machine processed or removed within forty-eight (48) hours of cutting. The vegetation that is cut on Friday must be processed or removed by the end of that same Friday. If the work is performed on Saturday, then it has to be removed by the following Monday.

C. Timelines

1. Time is of the essence. All work identified in a bid package must be satisfactorily completed no later than 2:00 p.m. Pacific Time, thirteen (13) calendar days after bid award.
2. Performance days shall not include CITY holidays and rain days only.
3. Weekends shall be included as performance dates, unless otherwise specified.
4. Unexcused delays in completion of work will result in assessment of penalties pursuant to ARTICLE 9 – LIQUIDATED DAMAGES, of this Agreement.

D. Personal Liability

No member of the BOARD, or any other elected official, officer or employee of the CITY shall be personally liable for any claim arising under this Agreement.

E. Errors and Omissions

The CONTRACTOR will not be allowed to take advantage of any error or omission in this Agreement, and or bid packages. Such errors or omissions should be brought to the immediate attention of RAP. Full instructions will be given when such error or omission is discovered.

F. Condition of Equipment

The CONTRACTOR shall satisfy the CITY and RAP of their ability to perform the work contemplated. The condition of the equipment to be used and the CONTRACTOR'S previous experience, reputation, and financial responsibility, will be considered in awarding a bid package.

E. Re-Awarding a Bid Package

1. If a CONTRACTOR is dismissed, disqualified or resigns from his or her contractual AGREEMENT, or if the Contract is terminated for any reason, RAP may award that portion of the bid package to the next lowest acceptable bidder in the original bid.
2. The work completion date of a bid package may be extended beyond the stated expiration date at the sole discretion of the RAP.

ARTICLE 4. ATTENDANCE AT MANDATORY ORIENTATION

The CONTRACTOR hereby acknowledges having attended the required orientation sessions presented by the Los Angeles Fire Department (L.A.F.D.) regarding the Brush Clearance Program and further acknowledges having received and reviewed all related documents about the Program as distributed by the L.A.F.D. to potential contractors. The CONTRACTOR hereby further acknowledges being familiar with the brush clearance, weed, and refuse abatement requirements of the Los Angeles Municipal Code and the policies, procedures and requirements of the L.A.F.D. Brush Clearance Program ("Program"). The CONTRACTOR further acknowledges having attended the required orientation conducted by the Department of Recreation and Parks regarding specific policies of that Program.

ARTICLE 5. BIDS

A. Bids

1. RAP will compile numbered bid packages for the work required, usually consisting of Thirty (30) to fifty (50) hours or more of brush clearance, weed, refuse abatement, tree trimming and removal work for a typical five (5) person crew. CONTRACTOR may, however, bid a job based upon the crew size CONTRACTOR deems appropriate to complete the work according to policy set forth in this AGREEMENT and within any specified time limitation. The bid package may include more than one parcel to be abated. The bid package will include:

- Copies of RAP's Brush Clearance Worksheet, indicating specific items to be considered for each parcel,
 - The Bid Sheet on which the CONTRACTOR'S bid must be submitted, which includes start and due dates,
 - A copy of the applicable Thomas Bros. Street Map and/or a copy of the Los Angeles County Assessor's map;
 - The Affidavit of Non-Collusion (an exemplar of such Affidavit is attached to this AGREEMENT (Attachment A)
 - The work required on each parcel will be only that which is described on the worksheet.
- B. The CONTRACTOR will respond within seven (7) calendar days following the release of the bid package (unless otherwise specified in the bid package) by submitting a signed and sealed bid on the bid sheet provided by RAP, pursuant to ARTICLE 6 - AWARD OF BIDS, of this AGREEMENT. Bids are due in the Department of Recreation and Parks' Maintenance Office, at 3900 Chevy Chase Drive, Los Angeles, 90039, before 11:45 AM, Pacific Time, each Tuesday following the release of the Bid package.
- C. RAP reserves the right to reject all bids or waive informalities. RAP further reserves the right to reject a bid from a CONTRACTOR whose past performance has been determined to be unsatisfactory.

ARTICLE 6. AWARD OF BIDS

- A. All issues, questions or clarifications regarding a bid package, or the policies and the procedures of the Program, must be directed to the Brush Clearance Program Coordinator, prior to the submittal of bids. After the deadline for submittal of bids and continuing until the bid award, the CONTRACTOR will not communicate in any manner with RAP personnel regarding any bid package or bid.
- B. Bids will be submitted in sealed envelopes. Only one (1) bid sheet is to be submitted per envelope and each bid sheet must be accompanied by an Affidavit of Non-Collusion, fully executed by the CONTRACTOR. Bids must be complete, legible, and in black or blue ink. The total amount of the package bid must be stated. When bidding, it is mandatory that bidders, or their qualified representatives, are present at bid openings and during the awarding of bids.
- C. NO bids will be accepted after 11:45 a.m., Pacific Time, (See ARTICLE 5 – BIDS). Beginning at 12:00 Noon, or as soon as possible thereafter, the bids will be opened, read, and then awarded to the lowest responsive responsible bidder for each package. Each package will be awarded to one contractor only. RAP

reserves the rights to reject all bids, and not make an award on any bid package that was issued.

- D. Prior to the opening and reading of bids for award, a CONTRACTOR has the option of pulling their bid for that package.
- E. Once the CONTRACTOR has been determined as the lowest bidder and RAP has awarded, the bid and the related bid package, along with this Agreement, become a binding contract between the CITY and CONTRACTOR, and the CONTRACTOR will be held responsible for completing the work by 2:00 p.m., Pacific Time, thirteen (13) calendar days after the awarding of the bid.
- F. If someone other than the CONTRACTOR'S Representative, specified in ARTICLE 1, Sec. B-2, will be participating in a particular bid session, written documentation from the CONTRACTOR identifying and authorizing the representative to participate must be submitted to RAP along with the bid, prior to the deadline for the submittal of bid. It is the CONTRACTOR'S sole responsibility to insure that its representative is thoroughly familiar with the Brush Clearance bidding policies and is thereby qualified to participate in the bid process on behalf of the CONTRACTOR. Any lost bids on the part of the CONTRACTOR due to the inability or unfamiliarity of the CONTRACTOR'S representative with Brush Clearance bidding policies and procedures are the CONTRACTOR'S sole responsibility.

ARTICLE 7. COMPENSATION AND INVOICING REQUIREMENTS

A. Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total Contract amount shall not exceed Two Million Dollars (\$2,000,000.00) annually. The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional services that RAP is requesting shall be on as as-needed basis and CITY by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

- B. CONTRACTOR shall inform CITY of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by CITY before payment is made to CONTRACTOR

- C. Invoices

1. The CONTRACTOR must submit three (3) copies of the invoice and the required photographs (as further described below in this ARTICLE) for each completed bid package. The invoice will specify the bid package number, Assessor's Parcel Number (APN) for each parcel in the package, and the amount of payment being requested.
2. Invoices and photographs that relate to each bid package must be submitted by 1:30 PM, Pacific Time, twenty-one (21) calendar days after awarding the bid.
3. The period for the performance of any requirement set forth in this AGREEMENT will be determined based on calendar days, excluding CITY holidays and rain days, (BUT NOT EXCLUDING WEEKENDS).
4. Failure to comply fully will result in assessment of liquidated damages pursuant to ARTICLE 9 - LIQUIDATED DAMAGES of this AGREEMENT.
5. The CONTRACTOR is required to submit invoices that conform to CITY standards. All invoices will be submitted on the company's letterhead, contain the company's official logo, or contain other unique and identifying information. In addition, all invoices must include the following:

Complete name and address of company firm.

- Complete name and address of the Department of Recreation and Parks
 - Date of the invoice.
 - CITY issued contract number.
 - Complete bid package number.
 - Brief description of work performed including the APN and itemized amount due.
 - The CONTRACTOR'S payment terms and the total amount due.
6. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. RAP may request, in writing, changes to the content and format of the invoices and supporting documentation to substantiate costs at any time.
 7. If any discrepancies exist between the invoice and RAP's records, further back up documentation may be required and approved by CITY Staff.

D. Photographs

1. For each parcel included in an invoice, the CONTRACTOR will also submit with the invoice a minimum of three (3) photographs taken before work commences, three (3) photographs taken while work was being done, and three (3) photographs taken after the work was finished.
2. In all cases, enough photographs must be taken to identify the entire work area.
3. The “before” and “after” photographs must be taken from the same vantage point. At least three (3) photographs must show the CONTRACTOR’S crew(s) working on the property. In addition, the date and time taken, the Assessor’s Parcel Number (APN), and the CONTRACTOR’S name must appear legibly somewhere on every photograph, and the CONTRACTOR must initial each photograph.
4. Failure to provide adequate photographs is a material breach of this Agreement and relieves RAP from any obligation to make any payments on invoices submitted without said photographs. Failure to submit timely invoices may also result in assessment of liquidated damages pursuant to ARTICLE 9 - LIQUIDATED DAMAGES of this AGREEMENT.

ARTICLE 8. SUSPENSION AND TERMINATION

A. Suspension

1. RAP will evaluate CONTRACTOR’S performance under this AGREEMENT on a regular basis throughout the term of the AGREEMENT.
2. Such evaluation will include assessing the CONTRACTOR’S compliance with all contract terms and performance standards of the AGREEMENT.
3. If the CONTRACTOR fails to comply with all terms and performance standards of the AGREEMENT, the CONTRACTOR shall be suspended from participating on future bid sessions for any of the following reasons:
 - If CONTRACTOR is suspended or terminated by the LOS ANGELES FIRE DEPARTMENT, RAP may terminate this Agreement with CONTRACTOR.
 - Unexcused late performance

- Failure to properly notify RAP of delays in completing an awarded package and the reasons for the delay;
- Failure to be in compliance with CITY ordinance as included in the AGREEMENT

Unsatisfactory work performance, such as, but not limited to:

- Failure to properly dispose of all cuttings and all dead trees or other debris,
- Failure to follow RAP's work order instructions,
- Failure to properly chip and spread cut vegetation,
- Failure to notify RAP when weed or debris abatement has been completed or partially completed by others,
- Failure to maintain a degree of professionalism during a bid session or becoming disruptive or argumentative during a bid session.

The duration of the suspension will be determined by RAP based on the offense or reasons given by the CONTRACTOR for the unexcused late performance or unsatisfactory performance or other unexcused delays, such as correcting job performance deficiencies pursuant to ARTICLE 16 CONTRACTOR ACCOUNTABILITY.

If the CONTRACTOR'S performance of any requirement under this AGREEMENT is due on a CITY holiday or during the weekend, such performance will be due on the next regular CITY business day. The period of performance of any requirement set forth in this AGREEMENT will be determined based on calendar days, excluding CITY holidays, and rain days, but not excluding weekends.

B. Termination

1. RAP may terminate this AGREEMENT, in whole or in part, for its convenience or for CONTRACTOR'S default (including, but not limited to, unexcused late performance), at any time, as set forth in this ARTICLE.
2. RAP will give the CONTRACTOR notice of such termination pursuant to ARTICLE 1 – PARTIES TO AGREEMENT, REPRESENTATIVE AND NOTICES, of this AGREEMENT. The letter will indicate the reason(s) for termination of the AGREEMENT and the effective date of such termination.

3. Any attempt by the CONTRACTOR to solicit monetary fees prior, during or after the performance of abating a fire hazard from a property owner whose parcel is part of a bid package shall be grounds for termination.
4. RAP will compensate the CONTRACTOR for work satisfactorily completed prior to the effective date of such termination, but will not be liable for cost of services performed subsequent to such termination.

ARTICLE 9. LIQUIDATED DAMAGES

Seasonal Work:

- A. Time is of the essence in the performance of each bid package. Due to the seasonal nature of the work, and the extreme fire hazard posed by the material to be removed from each parcel, it would be extremely burdensome for the parties to ascertain the actual damage incurred by the CITY and the general public from late performance by the CONTRACTOR. Therefore, liquidated damages may be based on the CONTRACTOR'S late performance and/or failure to perform satisfactorily.
- B. Late performances are considered to be: a failure to complete the awarded package or a failure to submit the required number of "before, during and after" pictures or a failure to submit invoices in a timely manner as stated in ARTICLE 7 – REQUIREMENT FOR PAYMENT.
- C. RAP shall assess the number of extra days the CONTRACTOR will be given due to rain days or CITY holidays. Refer to the RAP's Brush Clearance Calendar for CITY Holidays.
- D. The Parties, therefore, agree that liquidated damages for late performance, or failure to perform satisfactorily, will be assessed against the CONTRACTOR at the rate of:
 - A minimum of \$200 per day for any bid award package awarded under \$2,000, or
 - Any bid award package awarded an amount above \$2,000 will be assessed at a rate of a ten percent (10%) penalty of the awarded amount per day.

ARTICLE 10. HOURLY LABOR RATE

Pursuant to Section 1776 of the California Labor Code:

- A. Each CONTRACTOR shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the CONTRACTOR.
- B. All payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR upon request by the CITY.
- C. For accounting purposes, RAP will determine an appropriate hourly rate based on industry standards, to evaluate each bid package.
- D. Pursuant to the Labor Code of the State of California, all personnel employed under this Agreement working on bids involving publicly owned properties must be paid at least the prevailing wage. The general prevailing rate of wages for each craft, classification or type of worker needed in the execution of this Agreement shall be those rates as determined by the Department of Industrial Relations (DIR) of the State of California. Current prevailing wage rates may be obtained by contacting the City of Los Angeles Office of Contract Compliance at (213) 847-1922. Information may also be obtained from the California DIR website at <http://www.dir.ca.gov/DLSR/PWD>.
- E. In the event that the wage determination decision of the DIR has been superseded by any subsequent wage determination decision(s) published up to and including ten (10) days prior to bid opening, the most recent applicable wage decisions shall be incorporated by reference, and the successful bidder agrees to be bound by it regardless of what is contained in the specifications.

ARTICLE 11. PROFESSIONAL BEHAVIOR

The CONTRACTOR and any of its employees will behave in a professional manner while conducting business on CITY property, while in contact with CITY employees and other contractors, and while performing their obligation in the field as delineated in the terms of this AGREEMENT.

ARTICLE 12. WORKPLACE VIOLENCE POLICY

The CONTRACTOR shall refrain from violence or the threat of violence during the course, scope and performance of this contract. The CITY shall not tolerate violence or threat of violence, whether actual or reasonably perceived. Any form of violent behavior or threat of violence by CONTRACTOR shall be deemed a breach of this AGREEMENT.

The types of behavior covered by this Article include, but are not limited to:

- a. Violent physical actions.
- b. Direct or implied threats to do harm to another or to property (including intimidating use of one's body or physical objects).
- c. Verbally abusive or intimidating language or gestures.
- d. Threatening, abusive, or harassing communication (e.g., phone calls, letters, memoranda, faxes or e-mails).
- e. Engaging in a pattern of unwanted or intrusive behavior against another (e.g., stalking, spying, following).

ARTICLE 13. NON EXCLUSIVE AGREEMENT

- A. CONTRACTOR understands and agrees that this is a non-exclusive agreement to provide brush clearance contracts to the CITY and that the CITY may enter into other contracts for the provision of brush clearance services.
- B. Execution of this AGREEMENT does not guarantee that the CITY will request CONTRACTOR to provide any services.

ARTICLE 14. INDEPENDENT CONTRACTOR

- A. The CONTRACTOR shall perform such services in its own way and as an independent CONTRACTOR in the pursuit of its own calling and not as an employee of RAP or CITY, and CONTRACTOR shall be under the control of the RAP or CITY only as to the results to be accomplished and not as to the means or manner by which said results are to be accomplished.
- B. Neither CONTRACTOR nor its personnel may do or omit to do anything that may be construed that they are agents, officials, or employees of RAP or the CITY or any of its departments or agencies.
- C. In the event of actions by CONTRACTOR or its personnel that would impart color of authority or use any of the City Marks ("Acts"), CONTRACTOR hereby agrees that the Acts would cause irreparable harm to the City of Los Angeles and its residents, and that the Acts may not be remedied by monetary damages, and that CONTRACTOR will not oppose any injunctive relief sought by City of Los Angeles to stop the Acts.

ARTICLE 15. NON-COLLUSION

Throughout the term of this AGREEMENT, the CONTRACTOR must abide by the requirements stated in the affidavit of Non-Collusion, attached hereto as Attachment A, and incorporated herein, on each and every bid submitted, and regarding any other action in furtherance of the CONTRACTOR'S participation in the Program. Failure to abide by the requirements of this ARTICLE and (Attachment A) will be cause for termination of this AGREEMENT and will result in the CONTRACTOR being disqualified from future participation in the Program.

ARTICLE 16. CONTRACTOR ACCOUNTABILITY

The CONTRACTOR after having been signed off will be held accountable to correct job performance deficiencies on a contracted bid award package for a thirty (30) day period. The CONTRACTOR is required to complete the corrections within seven (7) days of notification. CONTRACTOR will be disqualified from bidding until corrections are satisfactorily completed.

ARTICLE 17. AMENDMENTS

The CITY has designated the General Manager of RAP to represent RAP with respect to amendments or other matters related to this AGREEMENT. The CITY's Representative is authorized to approve and execute amendments to this AGREEMENT and to extend the term of the AGREEMENT pursuant to ARTICLE 2 – TERM OF AGREEMENT. Any amendments authorized by RAP's Representative to extend the term of this AGREEMENT will be contingent on the availability of funds and the CONTRACTOR having provided satisfactory services under this AGREEMENT.

ARTICLE 18. STANDARD PROVISIONS

CONTRACTOR will comply with the Standard Provision for City Contracts (Rev. 10/17)[v.3] (Attachment B) which is hereby incorporated into and made a part of this AGREEMENT.

ARTICLE 19. REQUIRED SAFETY EQUIPMENT AND CLOTHING

A. Equipment Requirements

All equipment furnished must meet the requirements of the General Specifications. All equipment must have suitable transport and be equipped with an approved spark arrester, fire extinguisher, and wheel chocks where applicable.

B. Equipment Inspection

Any and all equipment offered must be available for inspection by a RAP representative prior to awarding a bid package. If equipment is to be leased or purchased, the supplier and the specifications must be provided upon request. Any unsatisfactory equipment will be rejected.

C. Equipment Documentation

The Board of Fire Commissioners requires the Weed and Refuse Abatement Contractors to provide RAP with the following documentations or protective equipment:

1. A California Highway Patrol SafetyNet Driver/Vehicle Inspection Report (CHP 407) for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP 407 annually.

D. Fire Extinguishers

The following fire extinguishers will be required on each vehicle used to perform weed abatement or refuse abatement. They must be Underwriters Laboratory approved.

1. A Class "A portable 2.5 gallon water fire extinguisher" and
2. A Class 4A 60B: C dry chemical fire extinguisher" for each vehicle used to do weed and refuse abatement.

The fire extinguishers must display current inspection tags at the beginning of this AGREEMENT.

E. Safety Clothing

The CONTRACTOR shall ensure its employees are equipped with and will wear or maintain the following items while working on any property under this AGREEMENT:

1. Reflective vest,
2. Hard hat,
3. Safety glasses,
4. Protective gloves and clothing,
5. Ear protection, and

6. Landscaper First Aid Kit.

F. Equipment General Specifications

If the CONTRACTOR'S performance of any requirement under this AGREEMENT is due on a CITY holiday or during the weekend, such performance will be due on the next regular CITY business day.

The period for performance of any requirement set forth in this AGREEMENT will be determined based on calendar days, excluding CITY holidays and rain days, but not excluding weekends.

G. Operation and Maintenance

1. The CONTRACTOR shall have the necessary tools, and spare parts and equipment to allow the operator or worker to make minor repairs in the field and to keep all contracted equipment operating and serviceable throughout the day.
2. The CONTRACTOR is responsible for performing all routine maintenance, and to make repairs of any and all equipment on its own time.

H. SAFETY ORDER

CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR'S responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" environment in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all construction activities as well as safety requirements thereof, per awarded as-needed projects.

ARTICLE 20. LAWS AND POLICIES TO BE OBSERVED

- A. The CONTRACTOR shall keep himself or herself fully informed of all existing and future Federal, State, County or City laws, regulations and municipal ordinances, which may in any manner, affect the work.

- B. The CONTRACTOR shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders and decrees.
- C. CONTRACTOR shall at all times enforce strict discipline and good order among its employees or subcontractors and the CONTRACTOR shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

ARTICLE 21. SUBCONTRACTING

A. Subcontractor Approval Requirements

- 1. CONTRACTOR shall ensure that their subcontractors meet the criteria for responsibility set forth in the Contractor Responsibility Ordinance (CRO) and these Rules and Regulations unless the subcontractor is not subject to the CRO.
- 2. CONTRACTOR may not use any subcontractor that has been determined or found to be a non-responsible contractor by the CITY.
- 3. Subject to approval by RAP, CONTRACTOR may substitute a non-responsible subcontractor with another subcontractor with no changes in bid amounts.
- 4. CONTRACTOR shall submit to RAP a “Pledge of Compliance for each subcontractor listed by the CONTRACTOR as performing work on the CITY contract within 30 calendar days of execution of the contract.
- 5. Any CONTRACTOR making a bid on a package shall set forth the name and the location of the office of such subcontractors who will be working on package. The subcontractor shall be approved in writing by RAP prior to beginning work, regardless of the dollar amount of work to be performed.

B. All requests for subcontractor approval are to be forwarded to:

Department of Recreation and Parks
Brush Clearance Unit
Attention: Robert Buenrostro

3900 Chevy Chase Drive, Los Angeles, CA 90039

Email: robert.buenrostro@lacity.org

C. All requests for subcontractor approval must contain the following:

1. Bid Package Number
2. Assessor's Parcel Number (APN)
3. Subcontractor's Name, Address, and Phone Number
4. Subcontractor's State of California Contractor License Number if required by the work order
5. Subcontractor's Los Angeles City Business Tax Registration Certificate Number (BTRC)

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval by RAP prior to each subcontractor performing work on the bid package may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor(s), assessment of penalties, and possible sanctions against the CONTRACTOR.

D. Subcontractor Substitutions

1. A Contractor whose bid is accepted and to whom a bid package has been awarded may not substitute any person as subcontractor in place of a subcontractor listed in the original bid package. Exception: RAP may consent to the substitution of another subcontractor for one of the following reasons:
 - a) When the listed subcontractor fails or refuses to perform his or her subcontract.
 - b) When RAP determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
 - c) When the listed subcontractor is determined not to be a responsible contractor by RAP.

2. Failure to complete an awarded bid package in a timely manner, may result in assessment of liquidated damages in accordance with ARTICLE 9 – LIQUIDATED DAMAGES, of the AGREEMENT.

ARTICLE 22. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

- A. The CONTRACTOR shall, prior to the execution of the AGREEMENT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that the CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the AGREEMENT.
- B. The CONTRACTOR further pledges that it will, during the term of the AGREEMENT:
 1. Wait seven business days prior to making an announcement of a specific employment opportunity and to provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview.
 2. Interview qualified individuals referred by the CDD.
 3. Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the referral resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why the referred individuals were not hired.
- C. Any subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of the FSHO, and shall incorporate the FSHO.
- D. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under the Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY's authority to act under this article.

Under the provisions of the Los Angeles Administrative Code Section 10.44.8, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 23. RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may begin performance of services required hereunder prior to the execution of this Contract. By its execution hereof, CONTRACTOR hereby accepts that such services are subject to all of the terms, covenants, and conditions of this Contract, and CONTRACTOR'S performance of such service.

ARTICLE 24 DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE

Contractor shall comply with the Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' RAP may terminate this Contract at any time if RAP determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contract and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

ARTICLE 25 INSURANCE

During the term of this Contract and without limiting Contractor's obligation to indemnify, hold harmless and defend City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to City's requirements; (2) comply with the Insurance Contractual Requirements (Exhibit 1 hereto); and (3) 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.

ARTICLE 26 . ENTIRE AGREEMENT

This AGREEMENT, and any attachments or documents incorporated herein by inclusion or by reference, including the Statement of Non-Collusion (Attachment A), the Standard Provisions for City Contracts (Rev. 10/17)[V.3] attached hereto (Attachment B) and the Brush Clearance Program's Policies (Attachment C) constitute the complete and entire AGREEMENT between the RAP and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written between the parties on the subject matter hereof. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this AGREEMENT. In the event of any inconsistency between the body of this AGREEMENT and the Attachments, the order of precedence shall be as follows: the paragraphs in the body of this AGREEMENT followed by the Standard Provisions for City Contracts. The following Attachments are to be attached to and made part of this AGREEMENT by reference:

- A. Affidavit of Non-Collusion,
 - B. Standard Provisions for City Contracts (Rev. 10/17)[v.3]
 - C. Brush Clearance Program's Policies, and,
 - D. Compliance Documents
- | | |
|--------------|----------------------------------|
| Attachment 1 | LAFD RFQ 2017-038-001 |
| Attachment 2 | LAFD Letter Dated March 20, 2019 |
| Exhibit 1 | Form 146 Insurance Requirements |

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement, incorporating Attachment A and Attachment B and Attachment C and Attachment D, and Exhibit 1, (2) Attachment 1 LAFD RFQ 2017-038-001, (3) Attachment 2 LAFD Letter Dated March 20, 2019.

[Signature page follows]

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT to be executed by their duly authorized representatives on the dates indicated:

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

(Name of Contractor)

By _____
(Title)

By _____
(title)

Approved as to Form:

Date: _____

Michael N. Feuer
City Attorney

By _____
DEPUTY CITY ATTORNEY

CONTRACT NO.: _____

BUSINESS TAX REGISTRATION CERTIFICATE NO.: _____