

# CITY OF LOS ANGELES REQUIREMENTS AND CHECKLIST (Revised 2/17/06)

The City of Los Angeles has a number of statutory requirements with which all entities doing business with the City must comply. The following documents must be included with any Request for Proposals/Request for Qualifications response, contract, letter of agreement, supplemental agreement, or amendment with the City of Los Angeles, as indicated \*:

- Attachment 1: **Standard Provisions** for City Contracts (Rev. 10/03) All\*
- Please read through this material carefully, as the City Council and City Attorney have resolved that these Provisions must be included in every RFP for services and that they also must be incorporated into the contract awarded to the selected proposer. These provisions are not subject to renegotiation in the event of any amendments to the contract. Non-compliance with any of the Standard Provisions requirements will render the proposal non-responsive. **(The 10/03 version binds the vendor to the Child Support Ordinance and the Americans with Disabilities Act. No further certifying attachments for these two provisions are necessary. Additionally, the Child Care Policy Declaration Statement was eliminated as a requirement for bidders and proposal packages on 8/24/05.)**
- Attachment 2: **Insurance** Requirements: All\*
- This section details the types and amounts of insurance and indemnity required for all contracts. Contractors do not need to return the worksheet pages, ("Insurance Requirements"), which contain the specific insurance requirements that the contracting division has secured from Office of the Chief Administrative Officer/Risk Management. The appropriate **City Endorsements that are required of each contracting situation must be submitted before a contract can be executed.** City of Los Angeles Endorsements can be printed from the City of Los Angeles, Chief Administrative Officer's website: **[www.lacity.org/cao/risk/index.htm](http://www.lacity.org/cao/risk/index.htm)**
- Under Forms/Documents in the lower left-hand corner of the website page, click on Insurance Forms. You can then click on and print each of the types of City Endorsements that Risk Management has required for your service. Provide these to your carrier to fill out and return to your Contact Administrator.
- Attachment 3: **Business Tax Registration Certificate** (BTRC) number and/or Vendor Registration number: All\*
- Proposers must have a tax registration account number prior to the execution of any contract. This ensures that all businesses that contract to provide goods or services to the City have fully complied with all business tax requirements. Applications are available through the Office of Finance's Tax and Permit Division Branch Offices, whose addresses are enclosed, or they can be printed from the City of Los Angeles, Office of Finance's website: **[www.lacity.org/finance/pdf/TaxRegistrationV4.pdf](http://www.lacity.org/finance/pdf/TaxRegistrationV4.pdf)**
- Attachment 4: **Non-Collusion** Affidavit or Affidavit to Accompany Proposals or Bids: All\*
- This City Charter and Administrative Code requirement assures that all proposals are supported by an affidavit or declaration that the proposal is genuine and not part of a sham or collusive situation. Submission of only **one** of the two forms is required.

<p>Attachment 5: <b>Los Angeles Residence</b> Information:  This form supports the City Council motion asserting the importance of preserving and enhancing the economic base and well-being of the City of Los Angeles by encouraging businesses to locate or remain in the City.</p>	All*	<input type="checkbox"/>
<p>Attachment 6: City of Los Angeles <b>Contract History</b>:  This is required by City Council resolution, in recognition that a contractor's past performance is usually a very reliable indicator of future performance.</p>	All*	<input type="checkbox"/>
<p>Attachment 7: <b>Affirmative Action</b> documents:</p> <ul style="list-style-type: none"> <li>• Total Composition of Workforce <span style="float: right;">Contracts <u>over \$100,000*</u></span></li> <li>• Nondiscrimination/Equal Employment Practices/Affirmative Action <span style="float: right;">All*</span></li> <li>• Equal Employment Practices Provisions <span style="float: right;">All*</span></li> </ul> <p>These three forms assure that vendors doing business with the City comply with the City's Affirmative Action Program of non-discrimination and equal employment practices. Further information is available at:  <a href="http://www.lacity.org/BCA/index.htm">www.lacity.org/BCA/index.htm</a>  Click on "Office of Contract Compliance" in the left margin, then "Affirmative Action", under "4. Equal Employment Opportunities (EOO) Enforcement".</p>		<input type="checkbox"/>
<p>Attachment 8: Affidavit Re Compliance with <b>Minority/Women/Other Business</b> Outreach:  These forms are required by Mayoral Directive, to provide all business enterprises an equal opportunity to participate in the performance of City contracts greater than \$100,000.</p>	Contracts <u>over \$100,000*</u>	<input type="checkbox"/>
<p>Attachment 9: Declaration of Compliance with <b>Service Worker Retention Ordinance and Living Wage Ordinance</b>:  These Ordinances require all City contractors to retain certain workers if they replace an existing contractor, and that contractors pay their employees a livable wage. The Employee Information Form will be required of <u>prime contractors</u> prior to the execution of any contract. A Subcontractor's Form must be submitted <u>by the winning prime contractor utilizing subcontractors</u>. Additionally, each <u>subcontractor</u> utilized must submit a Subcontractor's Declaration of Compliance form. Further information regarding both ordinances is available at: <a href="http://www.lacity.org/BCA/index.htm">www.lacity.org/BCA/index.htm</a>  Click on "Ordinances" in the left margin, then click on subjects of interest under "Living Wage Ordinance" or "Service Worker Retention Ordinance".</p>	Contracts <u>over \$25,000 and over 3 months in duration*</u>	<input type="checkbox"/>
<p>Attachment 10: Certificate of Compliance with <b>Equal Benefit Ordinance</b>:  These forms support compliance with the Ordinance that prevents discriminatory practices in the awarding of benefits. It requires that contractors provide the same benefits to their employees with spouses as they do to employees with domestic partners. The two-page Certificate of Compliance must be included with any proposal. The Subcontractor Information Form, if applicable, will be requested of the winning Bidder. Benefits back-up information will be also requested by Bureau of Contract Compliance staff and is required prior to the execution of any contract. Further information is available at:  <a href="http://www.lacity.org/BCA/index.htm">www.lacity.org/BCA/index.htm</a>  Click on "Ordinances" in the left margin, then click on subjects of interest under "Equal Benefits Ordinance".</p>	Contracts over \$5,000*	<input type="checkbox"/>

Attachment11: **Contractor Responsibility Ordinance:**

Contracts \$25,000 and over and over 3 months in duration\*

These forms assure compliance with the Ordinance which requires determination that prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Pledge of Compliance and the Responsibility Questionnaire must be completed and included with all proposals. Subcontractors utilized by the winning prime contractor must also submit a Pledge of Compliance.

Further information is available at: [www.lacity.org/BCA/index.htm](http://www.lacity.org/BCA/index.htm)  
Click on "Ordinances" in the left margin, then on subjects of interest under "Contractor Responsibility Ordinance".

Attachment 12: **Slavery Disclosure Ordinance:**

All\*

This Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era must be completed and submitted by the vendor actually selected for award of a contract, prior to execution. Further information is available at:

**[www.lacity.org/BCA/index.htm](http://www.lacity.org/BCA/index.htm)**

Click on "Ordinances" in the left margin, then on subjects of interest under "Slavery Disclosure Ordinance"

# **ATTACHMENT 1**

## **STANDARD PROVISIONS**

## **STANDARD PROVISIONS FOR CITY CONTRACTS**

### **PSC-1. Construction of Provisions and Titles Herein.**

All titles or subtitles appearing herein 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 the **CONTRACTOR**. The word "**CONTRACTOR**" or "**CONSULTANT**" herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** 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.

### **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. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be 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 the **CONTRACTOR/CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;
- B. This Contract has been approved by the **CITY'S** 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;
- D. This Contract has been signed on behalf of the **CITY** by the person designated to so sign by the **CITY'S** 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 hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

**PSC-7. Excusable Delays.**

In the event that performance on the part of any party hereto shall be 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 shall include, but not be 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; 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. Independent CONTRACTOR/CONSULTANT.**

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** 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-11. Prohibition Against Assignment or Delegation.**

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

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

**PSC-12. Permits.**

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

**PSC-13. Nondiscrimination and Affirmative Action.**

The **CONTRACTOR/CONSULTANT** shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the **CONTRACTOR/CONSULTANT** 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. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CON-SULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CON-SULTANT'S** contract with the **CITY**.

**PSC-14. Claims for Labor and Materials.**

The **CONTRACTOR/CONSULTANT** 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 matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'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-15. Current Los Angeles City Business Tax Registration Certificate Required.**

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

**PSC-16. Bonds.**

Duplicate copies of 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 Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.



**PSC-17. 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/CON-SULTANT** undertakes and agrees to defend, indemnify and hold harmless **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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CON-SULTANT'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 the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

**PSC-18. Insurance.**

A. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY**, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR 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 instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to **CITY'S** insurance program. Except when **CITY** is a named insured,

**CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY**.

B. Modification of Coverage

**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/CONSULTANT** ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY**.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/CONSULTANT'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 **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect **CITY'S** interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

D. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the 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 such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

**PSC-19. Child Support Assignment Orders.**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACT-OR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACT-OR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY**.

**CONTRACTOR/CONSULTANT** shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures 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 subdivision (1) of the Public Contract Code 7110.

**PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.**

A. Unless otherwise exempt in accordance with the provisions of these Ordinance, 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. The Ordinances require the following:

1. **CONTRACTOR/CONSULTANT** assures payment of a mini-mum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
2. **CONTRACTOR/CONSULTANT** 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/CONSULTANT** 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/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/ CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The **CONTRACTOR/CONSULTANT**, 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/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by the **CONTRACTOR/ CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
  5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(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/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.
- C. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** 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 awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the

awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** 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 the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** 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.

#### Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **PSC- 21. Americans with Disabilities Act.**

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The **CONTRACTOR/CONSULTANT** 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. The **CONTRACTOR/CONSULTANT** 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 the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### **PSC- 22. Retention of Records, Audit and Reports.**

**CONTRACTOR/CONSULTANT** shall maintain 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 the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

**PSC-23. Discount Terms**

**CONTRACTOR/CONSULTANT** 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 Agreement which meet the discount terms.

**PSC-24. Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** 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/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** 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. The **CONTRACTOR/CONSULTANT** further agrees to: 1) 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/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities 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 Ordinance in performance of the subcontract.

**PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR**

**CONSULTANT/CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced

among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Minority, Women, And Other Business Enterprise Outreach Program**

**CONTRACTOR/CONSULTANT** 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/CONSULTANT** certifies that it has complied with Mayor-al Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-27. Ownership**

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

**PSC-28. Equal Benefits Ordinance.**

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

- (1) During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to 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/CONSULTANT** 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 Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650.”



- (2) The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- (3) If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the 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.
- (4) Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- (5) If the City Administrative Officer determines that a **CONTRACTOR/CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY**. Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

**PSC 29 - Slavery Disclosure Ordinance**

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

**EXHIBIT 1**  
**INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

**PERSON TO CONTACT** Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

NAME  
CITY AGENCY  
ADDRESS

TEL

FAX

## GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.
2. **When to submit** Normally, no work or occupancy may begin until a CITY Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

## ADMINISTRATIVE REQUIREMENTS

5. **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. 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.
6. **Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the CITY written notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days 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 CITY'S protection are allowed without CITY'S prior written consent.

## EXHIBIT 1 - Cont. INSURANCE REQUIREMENTS

7. **Signature** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

## POLICY CONDITIONS

8. **Additional Insured/Loss Payee** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

9. **Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the CITY'S interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage** The coverage must be 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.

11. **Separation of Insureds (Severability of Interest)** In **construction contracts**, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

## PROCEDURES

12. **Acceptable Evidence and Approval CITY Special Endorsement** forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (**Note:**The CITY forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance are not acceptable as stand-alone evidence of coverage**. Certificates *are* acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.

**EXHIBIT 1 - Cont.**  
**INSURANCE REQUIREMENTS**

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

**COVERAGE INFORMATION**

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the CITY'S SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

**ATTACHMENT 2**

**INSURANCE  
REQUIREMENTS**

## Insurance Requirements

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

Date: \_\_\_\_\_

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

Evidence of coverages checked below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation** (Statutory Limit)/Employer's Liability

- |   |   |
|---|---|
| <input type="checkbox"/> Waiver of Subrogation in favor of City | <input type="checkbox"/> Longshore & Harbor Workers |
|   | <input type="checkbox"/> Jones Act                  |

**General Liability**

- |  |  |
|--|--|
| <input type="checkbox"/> Premises and Operations | <input type="checkbox"/> Collapse and Underground      |
| <input type="checkbox"/> Contractual Liability   | <input type="checkbox"/> Products/Completed Operations |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Fire Legal Liability _____    |
| <input type="checkbox"/> _____                   |  |

**Automobile Liability** (if vehicle is used for this contract, other than commuting to/from work)

- |  |  |
|--|--|
| <input type="checkbox"/> Hired Automobiles     | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> _____             |

**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

**Property Insurance** to cover value of building (as determined by City or insurance company)

- |  |   |
|--|---|
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Extended Coverage | <input type="checkbox"/> Debris Removal       |
| <input type="checkbox"/> Flood _____       | <input type="checkbox"/> _____                |
| <input type="checkbox"/> Earthquake _____  | <input type="checkbox"/> _____                |

**Pollution Liability**

\_\_\_\_\_

**Fidelity Bond**

**Surety Bond**

**Crime Insurance**

**Other**

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

# EXHIBIT

## CITY OF LOS ANGELES INSURANCE SUBMITTAL GUIDELINES

(Share this information with your insurance agent or broker)

---

### CONTACT

For CITY Insurance forms and additional information about their completion contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk).

### GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.
2. **When to submit** Normally, no work or occupancy may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each. Non-availability or non-affordability cannot be based on contractor/consultant's loss history or loss experience.
4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

### ADMINISTRATIVE REQUIREMENTS

5. **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. 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.
6. **Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you 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 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 CITY'S protection are allowed without CITY'S prior written consent.
7. **Signature** - All submissions must bear the autograph of a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**EXHIBIT - Cont.**  
**INSURANCE SUBMITTAL GUIDELINES**

**POLICY CONDITIONS**

8. **Additional Insured/Loss Payee** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. 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.
9. **Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice directly to the CITY if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date (ten (10) days for non-payment of premium). This also applies when the **scope of coverage** which affects the CITY'S interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.
10. **Primary Coverage** The coverage must be 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.
11. **Separation of Insureds** (Severability of Interest) In **construction contracts**, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

**PROCEDURES**

12. **Acceptable Evidence and Approval** CITY Insurance forms (available online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk)) completed by your insurance company or its designee and signed by its authorized representative are the preferred form of evidence of insurance. (**Note:** The CITY forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. Completed CITY Insurance forms can be sent electronically as an email attachment ([insurance.bonds@cao.lacity.org](mailto:insurance.bonds@cao.lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management ((213) 978-7615 or (213) 978-7616). An acceptable alternative to the CITY Insurance form is a **copy of the full insurance policy** which contains a thirty (30) day cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. Certificates of Insurance *are* acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.
13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

**COVERAGE INFORMATION**

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.



**EXHIBIT - Cont.**  
**INSURANCE SUBMITTAL GUIDELINES**

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (The CITY'S SPARTA program ([www.2sparta.com](http://www.2sparta.com), (800) 420-0555), is an optional source of low-cost insurance which meets most minimum requirements).
16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.
19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.
20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty Coverages** may be needed for certain operations. For assistance in obtaining the City required bid, payment or performance surety bonds please see the City of Los Angeles Bond Assistance Program at <http://www.lacity.org/cao/risk/BondAssistanceProgram.pdf> or call (213) 327-0298 for more information.

**PROFESSIONAL LIABILITY CERTIFICATE**

FOR THE CITY OF LOS ANGELES

Form Gen. 140/PL (Rev. 12/2003)

2. Issue Date (mm/dd/yy)

3. **Producer**  
  
  
  
  
  
  
  
  
  
Telephone

5. **Type of Insurance: Errors and Omissions**  
  
6. **Policy Information**  
Insurer:  
Policy No.  
Policy Period:  
Retroactive Date:  
Extended Discovery Period:

4. **Named Insured**

7. \_\_\_ Deductible - Self-Insured Retention of \$ \_\_\_\_\_ with a stop-loss cap of \$ \_\_\_\_\_ applies to each claim.  
  
8. **Liability Limits (in thousands of dollars)**  
Each Claim                      Each Occurrence                      Aggregate

9. **Nature of Professional Services Insured:**  
  
10. **Applicability.** This insurance pertains to the following specific City Contracts or Projects:  
  
In addition, this insurance applies to all other written agreements in force between the insured and the City of Los Angeles unless Checked here \_\_\_\_\_ in which case coverage is restricted to only the above-mentioned agreements.  
  
11. **Other Provisions:**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter applied thereto, it is agreed as follows:

12. **Contractual Liability.** The insurance afforded by this policy shall apply also to the liability assumed by the Insured under the contract with the City of Los Angeles as noted in item 9 above, provided that such liability results from an error, omission or negligent act of the insured.

13. **Subcontractors.** This coverage \_\_\_ does \_\_\_ does not extend to subcontractors of the Named Insured under the contract with the City of Los Angeles.

14. **Service of Suit.** The underwriters will submit as necessary to any court of competent jurisdiction in California and all matters arising thereunder will be determined in accordance with the law and practice of such court. Service of process may be made upon the California Insurance Commissioner, 600 South Commonwealth Avenue, Los Angeles, CA 90005 or upon: \_\_\_\_\_

The above-named are authorized and directed to accept service of process on behalf of the insurer as its true and lawful attorney and to give a written undertaking to the Insured that they will enter a general appearance upon the Insurer's behalf in the event that any action, suit or proceeding shall be instituted.

15. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.**

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

**Certificate Holder**

16. **City Department/Bureau**

17. **Authorized Representative**     Broker/Agent     Underwriter  
  
I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.  
  
Signature \_\_\_\_\_  
(Authorized Representative)  
  
Telephone: \_\_\_\_\_                      Date Signed \_\_\_\_\_

# GENERAL LIABILITY CERTIFICATE

FOR THE CITY OF LOS ANGELES

Form Gen. 135 GL (Rev 12/2003)

2. Issue Date (mm/dd/yy)

### 3. Producer

Telephone:

### 5. Policy Information

Carrier:

Policy No.:

Policy Period:

Coverage Trigger (Check one):  Occurrence  Claims Made

Check  if Loss Adjustment Expense is included in Limits

### 4. Named Insured

6.  Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_

with a stop loss cap of \$ \_\_\_\_\_ applies to \_\_\_\_\_ coverage.  Per occurrence  Per Claim

7. **Applicability** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here  in which case only the following specific agreements and permits with the City of Los Angeles are covered:

City Agreement/Permit No.:

### 8. Type of Insurance

#### General Liability (Check one)

Commercial General Liability

Comprehensive Form (1973 Occurrence) \_\_\_\_\_ (Retroactive Date)

### 9. Coverages

#### Liability Limits in Thousands \$

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Premises/Operations		
<input type="checkbox"/> Underground & Collapse Hazard		
<input type="checkbox"/> Products/Completed Operations		
<input type="checkbox"/> Contractual		
<input type="checkbox"/> Independent		

10. **Other Provisions:** (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc.)

11. **Claims:** Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter applied thereto, it is agreed as follows:

12. **Additional Insured.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.

13. **Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

14. **Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

15. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

### Certificate Holder

### 16. City Department/Bureau

### 17. Authorized

**Representative**  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature \_\_\_\_\_  
(Authorized Representative)

Telephone: \_\_\_\_\_ Date Signed \_\_\_\_\_

# AUTOMOBILE LIABILITY CERTIFICATE

FOR THE CITY OF LOS ANGELES

Form Gen. 134/AU (Rev 12/2003)

2. Issue Date (mm/dd/yy)

### 3. Producer

Telephone

### 5. Policy Information

Carrier:

Policy No.:

Policy Period:

Check here if policy is continuous until cancelled

### 4. Named Insured

6.  Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_ applies to liability coverage.

7. **Applicability** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here  in which case only the following specific agreements and permits with the City of Los Angeles are covered:  
City Agreements/Permits

### 8. Type of Insurance

#### Automobile Liability

#### 9. Coverages

Any Auto  
 All Owned Autos (Priv. Pass.)  
 All Owned Autos (Other than Hired Autos Priv. Pass.)  
 Non-Owned Autos  
 Garage Liability

#### 10. Liability Limits in Thousands \$

Bodily Injury (per person)	\$
Bodily Injury (per accident)	\$
Property Damage	\$
BI & PD	\$
Combined	\$

11. **Other Provisions:** (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

12. **Claims:** Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:

13. **Additional Interest.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the Named Insured.

14. **Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

15. **Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

16. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate applies.

### Certificate Holder

#### 17. City Department/Bureau

#### 18. Authorized

**Representative**  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature \_\_\_\_\_  
(Authorized Representative)

Telephone: \_\_\_\_\_ Date Signed \_\_\_\_\_

# WORKERS' COMPENSATION CERTIFICATE

FOR THE CITY OF LOS ANGELES

Form Gen. 137/WC (Rev 12/2003)

2. Issue Date (mm/dd/yy)

### 3. Producer

Telephone

### 5. Policy Information

Carrier:

Policy No.:

Policy Period:

### 4. Named Insured

6. **Applicability** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here  in which case only the following specific agreements and permits with the City of Los Angeles are covered:

City Agreement/Permit No.:

### 7. Type of Insurance

#### Workers' Compensation

### 8. Coverages

Liability Limits in Thousands \$

Workers' Compensation  
and  
Employer's Liability

\$  
Statutory  
(Each Accident)  
(Disease-Policy Limit)  
(Disease-Each Employee)

9. Includes (check as applicable):

Waiver of Subrogation against the City.

Longshore and Harbor Workers.

\_\_\_\_\_

10. **Other Provisions:** (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

11. **Claims:** Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:

12. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

### Certificate Holder

### 13. City Department/Bureau

### 14. Authorized

**Representative**  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature \_\_\_\_\_

(Authorized Representative)

Telephone:

Date Signed

City of Los Angeles  
**Applicant's Declaration of Self-Insurance**

It is hereby RESOLVED that:

Name and Address of Organization:
-----------------------------------

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
--	--

**Declaration**

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012**, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_ (Print name and title)

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

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
--------------------	---

# **ATTACHMENT 3**

## **BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)**

ANTOINETTE CHRISTOVALE  
DIRECTOR OF FINANCE

**CITY OF LOS ANGELES**  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

OFFICE OF FINANCE  
CITY HALL  
200 NO. SPRING ST., ROOM 101  
LOS ANGELES, CA 90012-5701  
(USE MAIN ST. ENTRANCE)

(213) 473-5901  
FAX (213) 978-1548  
WWW.CITYOFLA.ORG/FINANCE

**IMPORTANT NOTICE**

Dear City of Los Angeles Vendor:

**Re: Tax Registration Certificate (TRC) and/or Vendor Registration Number (VRN)**

On October 14, 1987, the City of Los Angeles Controller's Office implemented a program designed to ensure that all businesses (hereafter referred to as vendors), which contract to provide goods or services to the City, have fully complied with all business tax requirements. As such, each vendor must provide the Controller's Office with a registration account number issued by the Los Angeles Office of Finance, prior to being paid for any goods or services provided.

The Office of Finance is responsible for the collection of various taxes, fees, and charges as required under the Los Angeles Municipal Code. Section 21.03 L.A.M.C. (Imposition of Tax) requires persons engaged in any business or occupation within the City of Los Angeles to register and pay the required tax due. Businesses, including vendors, owing a business tax are issued a Tax Registration Certificate (TRC). However, in some cases businesses are not required to pay a business tax, depending on the nature and location of that business. In those cases, the vendor is issued a Vendor Registration Number (VRN). In order to be paid under contract with the City, a Tax Registration Certificate Number (TRC) or Vendor Registration Number (VRN) must be provided to the Controller's Office.

In order to obtain the required registration number, please complete and return the enclosed application (Exhibit A), along with the appropriate attachments, based on your business activity. Applications are reviewed by Office of Finance personnel and the appropriate registration number will be issued. An annual business tax is due upon issuance of a Tax Registration Certificate Number (TRC). All Vendor Registration Numbers (VRN) will be reviewed on an annual basis.

Additionally, non-profit organizations may apply for an exempt Tax Registration Certificate. Applications for exemption of the City of Los Angeles business tax are reviewed by the Office of Finance and/or the Los Angeles Police Department, Commission Investigation Division, Charitable Services Unit to determine if an exemption should be granted. The determination is generally completed in approximately thirty (30) days from the date all required documentation is submitted.

If you require non-profit tax exemption information, please contact the Tax Exemption Unit at (213) 978-3050, or if you have questions regarding Vendor Registration, please contact the Special Desk Unit at (213) 473-5901.

Enclosures

(Revised 11/05)



# Office of Finance

(Main Office)

City Hall  
200 North Spring Street  
Room 101  
Los Angeles, CA 90012  
(213) 978-1521

Hours: 8:00 a.m. – 5:00 p.m.  
Monday – Friday

## BRANCH OFFICES

## TELEPHONE NUMBERS

## HOURS

<b>Van Nuys Civic Center</b> 6262 Van Nuys Blvd #110	(818) 374-6850	Monday – Friday 8:00 a.m. – 5:00 p.m.
<b>West Los Angeles</b> 1828 Sawtelle Bl., Room 102	(310) 575-8888	Monday – Friday 8:00 a.m. – 5:00 p.m.
<b>Hollywood</b> 6501 Fountain Ave.	(213) 485-3935	Monday – Friday 8:00 a.m. – 5:00 p.m.
<b>San Pedro</b> 638 S. Beacon St. Room 211	(310) 732-4537	Mon. Wed. Fri. 7:30-Noon/1-4:30 p.m.
<b>Westchester Municipal Building</b> 7166 W. Manchester Ave., Room 9	(213) 473-6750	Tues. & Thurs. 8-Noon/1-4:30 p.m.
<b>Watts Civic Center Building</b> 10221 Compton Ave., Room 202	(213) 473-5109	Tues. & Thurs. 1:00-4:30 p.m.
<b>Figueroa Plaza Bldg. One Stop Ctr.</b> 201 N. Figueroa St., 3 <sup>rd</sup> Floor (Counter 17)	(213) 482-7032	Mon. Tue. Thu. Fri. 7:30 – 4:30 p.m. Wed. 9:00 a.m.-4:30 p.m.

**ATTACHMENT 4**

**NON-COLLUSION  
AFFIDAVIT**

## DECLARATION OF NON-COLLUSION

The City Charter Section 388 and Administrative Code Section 10.18 provides that a bid shall be supported by a non-collusion affidavit or declaration. Any bid or proposal made without such an affidavit, or in violation of, shall not be considered and may be excluded from future bidding. The affidavit or declaration of non-collusion may be presented in several different forms. Following are two affidavit forms or a sample of a declaration which may be inserted in the proposal. One form of "Declaration" is to be selected, based upon the nature of the service(s) requested, and included in the proposal.

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 Personnel Department, 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 or declare under penalty of perjury that the foregoing is correct.

\_\_\_\_\_  
(Signature)

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

\_\_\_\_\_ being first duly sworn, deposes and says: That he

is \_\_\_\_\_  
(insert "sole owner", "a partner", "president", "secretary", or other proper title)

of \_\_\_\_\_ who submits herewith to  
(insert name of bidder)

\_\_\_\_\_ the attached proposal;

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

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

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

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

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

Signed:

\_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public

WARNING

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

# **ATTACHMENT 5**

## **LOS ANGELES RESIDENCE INFORMATION**

## LOS ANGELES RESIDENCE INFORMATION

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

---

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

I. Corporate or Main Office Address:

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

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

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

\_\_\_\_\_ and \_\_\_\_\_%

# **ATTACHMENT 6**

## **LOS ANGELES CONTRACT HISTORY**



# CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or 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.

---

Name of Organization

---

Signature

---

Print Name

---

Title

---

Date

# **ATTACHMENT 7**

# **AFFIRMATIVE ACTION COMPLIANCE DOCUMENTS**

CITY OF LOS ANGELES

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

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program.

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

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

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

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

COMPANY NAME ADDRESS CITY, COUNTY, STATE, ZIP AUTHORIZED SIGNATURE NAME AND TITLE (TYPE OR PRINT) TELEPHONE DATE

# TOTAL COMPOSITION OF WORK FORCE

PRIME  SUBCONTRACTOR

OCC#

Contractor

Project Title

Length of Contract

Contractor Address

Work Force as of (Date)

(If you have no employees, write "No Employees At This Time")

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

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

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

**EQUAL EMPLOYMENT PRACTICES PROVISIONS**  
**Construction Contracts in excess of \$1,000 or more but less than \$5,000 and**  
**Nonconstruction Contracts of \$1,000 or more but less than \$100,000**

**Sec. 10.8.3. Equal Employment Practices Provisions.**

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

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

**AFFIRMATIVE ACTION PROGRAM PROVISIONS**  
**Construction Contracts of \$5,000 or more and**  
**Nonconstruction Contracts of \$100,000 or More**

**Sec. 10.8.4. Affirmative Action Program Provisions.**

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

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

**Sec. 10.8.4. Affirmative Action Program Provisions.**

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (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) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation.
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

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

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

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

**1. Construction Contracts Included.**

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

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

**2. Anticipated Utilization.**

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

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

**3. An Affirmative Action Plan.**

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

**a. Recruit and make efforts to obtain such employees through:**

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

**b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.**

**c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.**

**d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.**

**e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.**

**f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.**



## LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

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

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

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Date

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Officer's Signatures

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Firm Name

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Officer's Name and Title (Type or Print)

# **ATTACHMENT 8**

## **MINORITY AND WOMEN BUSINESS OUTREACH**

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

RFP/RFQ Title
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Proposer	Address
Contact Person	Phone/Fax

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

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

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

\_\_\_\_\_

Title Date

**MUST BE SUBMITTED WITH PROPOSAL**



**PERSONAL SERVICES CONTRACTS**  
**MINORITY BUSINESS ENTERPRISE (MBE)**  
**WOMEN BUSINESS ENTERPRISE (WBE) AND**  
**OTHER BUSINESS ENTERPRISE (OBE)**  
**SUBCONTRACTOR OUTREACH PROGRAM**

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

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

Indicator	Points
1	0
2	10
3	10
4	9
5	15
6	10
7	5
8	10
9	26
10	5
<b>Total:</b>	<b>100</b>

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

1	LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION	No Points
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The proposer made a good faith effort to obtain participation by MBEs, WBEs and OBEs which could reasonably be expected by the Awarding Authority to produce a level of participation by interested sub-consultants, including percent MBE and \_\_\_\_\_ percent WBE.

2	ATTENDED PRE-BID MEETING	10 Points
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement will be waived if the proposer certifies in writing prior to the pre-proposal meeting that it is informed as to those project requirements.

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

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS	10 Points
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The proposer identified and selected specific items of the project to be performed by subconsultants in order to provide an opportunity for participation by MBEs, WBEs, and OBEs. The proposer shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs, and OBEs.

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

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

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

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

5	WRITTEN NOTICES TO SUBCONSULTANTS	15 Points
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The proposer provided written notice\* of its interest in receiving subconsultant proposals to those business enterprises,

including MBEs, WBEs and OBEs, having an interest in participating in such selected work. All notices of interest shall be provided not less than ten (10) calendar days prior to the date the proposals are required to be submitted. In all instances, proposer is to document that information concerning its interest in sub-proposer work was sent to available MBEs, WBEs and OBEs for each item of work to be performed.

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

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

### CERTIFICATION AGENCIES

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

City of Los Angeles

Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300  
Los Angeles, CA 90015

(213) 847-1922  
(213) 847-2777 FAX

Caltrans

State of California, Department of Transportation  
Civil Rights Group  
120 S. Spring Street  
Los Angeles, CA 90012

(916) 445-3520 directory orders  
<http://www.dot.ca.gov/hq/bep/>

Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department  
1 Gateway Plaza  
Los Angeles, CA 90012

(213) 922-2600  
(213) 922-7660 FAX  
<http://www.mta.net>

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

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

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

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

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

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

(Recruitment/Placement Organizations List follows)



## RECRUITMENT/PLACEMENT ORGANIZATIONS

*(Although e-mail addresses have been provided for these outreach organizations, it should be noted that no credit will be awarded for Indicator Number 8 if the letters are sent to the organizations via e-mail.)*

Mayor's Office of Economic Development  
Minority Business Opportunities Committee (MBOC)  
200 N. Spring Street, 13<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attn: Amy Richardson Howard

(213) 978-1494  
(213) 978-0690 Fax  
[www.labavn.org](http://www.labavn.org)

National Center for American Indian Enterprise Development  
11138 Valley Mall, Suite 200  
El Monte, CA 91731  
Attn: Tabitha Tapia

(626) 442-3701  
(626) 442-7115 Fax  
[www.ncaied.org](http://www.ncaied.org)

Latin Business Association  
120 S. San Pedro St., Suite 530  
Los Angeles, CA 90012

(213) 628-8510  
(213) 628-8519 Fax  
[www.lbausa.com](http://www.lbausa.com)

Black Business Association  
P.O. Box 43159  
Los Angeles, CA 90043  
Attn: Earl "Skip" Cooper, II

(323) 291-9334  
(323) 291-9234 Fax  
[www.bbala.org](http://www.bbala.org)

Asian Business Association  
120 S. San Pedro St., Suite 523  
Los Angeles, CA 90012  
Attn: Dee Castro

(213) 628-1222  
(213) 628-3222 Fax  
[www.aba-la.org](http://www.aba-la.org)

Engineering Contractors' Association  
8310 Florence Avenue  
Downey, CA 90240  
Attn: Richard Paine

(562) 861-0929  
(562) 923-6179 Fax  
[www.ecaonline.net](http://www.ecaonline.net)

The National Association of Minority Contractors  
of Southern California  
P.O. Box 43307  
Los Angeles, CA 90043  
Attn: Kevin Ramsey, President

(323) 296-8005  
(323) 296-8381 Fax  
[www.namcsc.org](http://www.namcsc.org)

National Association of Women Business Owners  
900 Wilshire Blvd., Suite 404  
Los Angeles, CA 90017  
Attn: Carmelita Whitfield

(213) 622-3200  
(213) 622-6659 Fax  
[www.nawbola.org](http://www.nawbola.org)

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

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

10	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE	5 Points
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The proposer documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines for credit, or insurance required by the Awarding Authority or proposer.

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

**B. SUBMITTAL DOCUMENTS**

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

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

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

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

**C. DEFINITIONS**

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

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

**2. Other Business Enterprise (OBE):** For the purpose of this program, Other Business Enterprise shall mean any business enterprise which does not otherwise qualify as a Minority or Women Business Enterprise.

**3. Minority person:** For the purpose of this program, the term "Minority person" shall mean African Americans;

Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

4. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (Caltrans); or 3) Los Angeles County Metropolitan Transportation Authority prior to the Awarding Authority's approval to negotiate a contract if credit is to be allowed towards the anticipated levels of MBE/WBE participation on this project.

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

- a. City of Los Angeles  
The Office of Contract Compliance, 1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-1922 FAX: (213) 847-2777
- b. Caltrans  
State of California, Department of Transportation, Civil Rights Group, 120 S. Spring Street,  
Los Angeles, CA 90012, Telephone: (213) 897-0606.  
To order a directory, call (916) 445-3520.  
Internet address: <http://www.dot.ca.gov/hq/bep/>
- c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department, 1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>

5. Good Faith Effort Documentation: *Prior to proposal submittal* the proposer must take affirmative steps to assure that minority and women owned and controlled businesses are considered along with other business enterprises whenever possible as sources of supplies and services. Affirmative steps for Good Faith Effort Documentation are outlined in Paragraph A herein. The Good Faith Effort Documentation must be submitted with the proposal. Failure to submit the Good Faith Effort Documentation will result in the proposal to be found non-responsive.
6. Personal Services Contracts: Contracts for professional services whose consultant selection is based on technical proposals and/or qualifications rather than through the competitive bid process.
7. Subconsultant: For the purpose of this program, the term "Subconsultant" denotes an agreement between the prime consultant and the individual, firm or corporation (MBE/WBE/OBE) for the performance of a particular portion(s) of the work and the completion of which the consultant is obligating itself.
8. Participation Recognition:
  - a. Work performed by a prime consultant will not be considered for credit in computing the anticipated levels of MBE/WBE participation established by the Awarding Authority for this project. The prime consultant will be required to make good faith efforts to obtain reasonable expected participation levels through subconsulting or materials and supplies acquisition.
  - b. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor

for such materials/supplies in computing the anticipated levels of MBE/WBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

- c. MBE/WBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- d. A firm which qualified as both a MBE and a WBE will be credited as MBE participation or as WBE participation, but will not be credited for both.

**D. SUBCONTRACTS**

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

**E. NON-COMPLIANCE**

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

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

**F. AWARD OF CONTRACT**

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

SAMPLES  
AND  
HELPFUL HINTS  
FOR SOME GFE INDICATORS

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## SOURCES OF ADVERTISEMENT

The following publications have been used by previous bidders and were verified as acceptable sources of outreach. The City of Los Angeles does not recommend or endorse any publication. This list is provided only to assist bidders with meeting the Good Faith Effort requirement.

REED CONSTRUCTION DATA  
(Formerly CONSTRUCTION MARKET DATA)  
P.O. Box 1748  
Glen Ellen, CA 95442  
(800) 242-9747  
(800) 850-9009 Fax

DODGE CONSTRUCTION NEWS GREENSHEET  
1333 S. Mayflower Ave.  
Monrovia, CA 91016-4066  
(888) 753-2229 or (310) 329-6810  
(310) 329-6845 Fax

LOS ANGELES SENTINEL  
3800 Crenshaw  
Los Angeles, CA 90008  
(323) 299-3800  
(323) 299-9896 Fax  
[www.lasentinel.net](http://www.lasentinel.net)

SMALL BUSINESS EXCHANGE, INC.  
703 Market Street, Suite 1000  
San Francisco, CA 94103  
(800) 800-8534; (415) 778-6250  
(415) 778-6255 Fax

THE DAILY NEWS  
P.O. Box 4200  
Woodland Hills, CA 91365-4200  
(818) 713-3000; (800) 346-6397

LA OPINION  
700 S. Flower Street, Suite 3000  
Los Angeles, CA 90017  
(213) 622-8332  
(213) 896-2080 Fax

MINORITY BIDDERS BULLETIN  
16885 W. Bernardo Dr., Suite 335  
San Diego, CA 92127  
(858) 487-2600  
(858) 487-3500 Fax

WEEKLY BID FLASH  
5910 Pacific Center Blvd.  
San Diego, CA 92121  
(858) 643-9050  
(858) 777-6835 Fax  
[www.theweeklybidflash.com](http://www.theweeklybidflash.com)

## **INDICATOR 4:      ADVERTISEMENT**

Requesting Sub-bids from Qualified MBE/WBE/OBE  
Subcontractors/Subconsultants for:

PROJECT NAME

Owner: City of Los Angeles

Bid Date: Monday, September 29, 20XX

Your Company Name

Address

Telephone Number and Fax Number

You may choose to include in the advertisement the following to satisfy:

### **INDICATOR 3: WORK AREAS**

List of areas of work to be subcontracted (break down areas of work by component).

### **INDICATOR 7: PLANS, SPECIFICATION AND REQUIREMENTS**

A copy of the [Name of Project] bid specifications and plans are available for review in our office from the City's Internet Web site @ <http://www.ci.la.ca.us> or plan room.

### **INDICATOR 10: BONDS, LINES OF CREDIT, INSURANCE**

We will assist interested MBEs, WBEs, and OBEs in obtaining bonds, lines of credit and/or insurance if necessary.

---

**INDICATOR 5: LETTER TO POTENTIAL SUBCONTRACTORS and  
INDICATOR 8: LETTER TO OUTREACH AGENCIES**

Potential Subcontractor Name/Outreach Agency Name  
Street Address  
City, Zip Code

Dear:

**REQUEST FOR SUB-BIDS**

(Your Company Name Here) is requesting Sub-bids from qualified MBE/WBE/OBE Subcontractors and Suppliers for the following work:

(List areas of work to be subcontracted here)

Project Name: List name of project here  
Owner: City of Los Angeles

Bid Date: September 27, 20XX @10:00 a.m.

For additional information, please contact:

Name of Contact Person  
Address  
Telephone Number and Fax Number

You may choose to include in the letter the following to satisfy:

**INDICATOR 7: PLANS, SPECIFICATIONS, AND REQUIREMENTS**

A copy of the [Name of Project] bid specifications and plans are available for review in our office from the City's Internet Web site @ <http://www.ci.la.ca.us> or plan room.

**INDICATOR 10: BONDS, LINES OF CREDIT, INSURANCE**

We will assist interested MBEs, WBEs, and OBEs in obtaining bonds, lines of credit and/or insurance if necessary.



# SAMPLE FAX TRANSMITTAL CONFIRMATION SLIP

TRANSMISSION VERIFICATION REPORT													
Time: 09/27/20XX 15:25													
Name: Your Company's Name													
Fax: (213) 123-4567													
Tel: (213) 123-4567													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Date, Time</td> <td>09/27 15:25</td> </tr> <tr> <td>Fax No./Name</td> <td>12134567890</td> </tr> <tr> <td>Duration</td> <td>00:00:41</td> </tr> <tr> <td>Page(s)</td> <td>02**</td> </tr> <tr> <td>Result</td> <td>OK***</td> </tr> <tr> <td>Mode</td> <td>STANDARD</td> </tr> </tbody> </table>	Date, Time	09/27 15:25	Fax No./Name	12134567890	Duration	00:00:41	Page(s)	02**	Result	OK***	Mode	STANDARD	[Potential Subcontractor Name]
Date, Time	09/27 15:25												
Fax No./Name	12134567890												
Duration	00:00:41												
Page(s)	02**												
Result	OK***												
Mode	STANDARD												

\*\*No credit for error messages, no answer, canceled, etc.  
 \*\*\*Make sure pages correspond to number of pages sent.

# SAMPLE OF CERTIFIED MAIL RECEIPT

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

**OFFICIAL USE**

Postage	\$ .37	Postmark Here
Certified Fee	1.10	
Return Receipt Fee <small>(Endorsement Required)</small>		
Restricted Delivery Fee <small>(Endorsement Required)</small>		
<b>Total Postage &amp; Fees</b>	<b>\$ 1.47</b>	

<small>Sent To</small>	Subcontractor Name
<small>Street, Apt. No., or PO Box No.</small>	Address
<small>City, State, ZIP+4</small>	

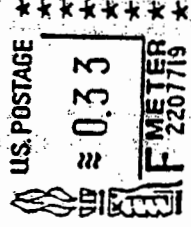
PS Form 3800, January 2001
See Reverse for Instructions

Post Office will date stamp  
area marked "Postmark Here"

7001 1940 0003 0317 3597

SAMPLE OF METERED ENVELOPE

Your Company Name  
Street Address  
City, State Zip Code



Potential Subcontractor  
Street Address  
City, State Zip Code

Meter date must be readable.



PROJECT NAME  
TELEPHONE LOG

ELECTRICAL

DATE AND TIME OF CALL	NAME OF PERSON WHO DID CALLING	COMPANY NAME	TELEPHONE NUMBER	CONTACT PERSON	RESULT OF CONVERSATION
6/18/01 1:34p.m.	Mary	XYZ Company	(213) 123-4567	Susan	Their company is interested in bidding on this project. She will fax bid today.
6/18/01 2:45p.m.	Donald	U.S.A. Electric Company	(310) 456-7890		No answer. Left message on machine.
6/18/01 4:01p.m.	Donald	U.S.A. Electric Company (2 <sup>ND</sup> Call)	(310) 456-7890	Ann	She needs that information today. I will

PLUMBING

DATE AND TIME OF CALL	NAME OF PERSON WHO DID CALLING	COMPANY NAME	TELEPHONE NUMBER	CONTACT PERSON	RESULT OF CONVERSATION
6/18/01 2:47p.m.	Donald	John's Plumbing	(323) 456-0987	John Jr.	He is interested in bidding on this project and would like to come into the office to view plans. I gave him directions to our office.
6/18/01 3:00p.m.	Donald	Henry's Plumbing and Heating	(310) 210-0100	Denise	She would leave a message for Henry to return my call.
6/18/01 3:30p.m.	Incoming Call	Henry's Plumbing and Heating	(310) 210-0100	Henry	Talked about project. He is interested and will fax over his bid.

**PROJECT NAME  
SUMMARY SHEET**

Area of Work	Company Name	Dollar Amt of Bid	Selection/Non-selection (Reasons)
Demolition	ABC Demo Co.	\$19,000.00	Did not select/Excludes
	XYZ Demolition Inc.	\$21,000.00	Selected/Lowest Most Complete Bid
	Blue Co.	\$29,000.00	Did not select/Complete bid, but too high
Landscaping	Mary's Landscaping	\$49,124.00	Selected/Lowest price and included backflow preventer
	Landscape, Inc.	\$48,800.00	Did not select/Although lowest bid, did not include backflow preventer
	Ed's Sprinkler & Landscape	\$66,118.00	Did not select/Bid too high
	Bob & Carol's Landscaping Service	\$53,990.00	Did not select/Bid too high

# **ATTACHMENT 9**

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

**CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS  
BUREAU OF CONTRACT ADMINISTRATION  
OFFICE OF CONTRACT COMPLIANCE**

1149 S. Broadway Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015  
Phone: (213) 847-1922 – Fax: (213) 847-2777

**EMPLOYEE INFORMATION FORM**

Contract No.: \_\_\_\_\_

Awarding City Department: \_\_\_\_\_

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

Company Phone Number: \_\_\_\_\_ Prime Contractor: Yes \_\_\_\_\_ No \_\_\_\_\_

If no, state the name of the Prime Contractor: \_\_\_\_\_

Number of employees working on this City Contract and listed on the attached payrolls: \_\_\_\_\_

The Living Wage Ordinance requires that subject employers provide to employees: (1) as of July 1, 2006 a wage of at least \$9.39 per hour with health benefits of \$1.25 per hour, or \$10.64 per hour without health benefits (to be adjusted annually); (2) at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and (3) at least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.

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**EMPLOYEE INFORMATION**

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A contractor is required to provide to the OCC the following information within 10 days of contract execution:

- A copy of your most recent payroll. Attach it to this form and indicate on the payroll which employees are working on this City contract.
- If health benefits (such as medical, dental, vision, mental health, and disability insurance) are provided to employees, submit a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits. Indicate how much, if any, employees pay for co-premiums.
- A copy of your company's current paid and unpaid time off policy for the employees working on the City contract.

Failure to comply with these requirements will result in withholding of payments by the City Controller, or a recommendation to the awarding authority for contract termination. All information submitted is subject to verification, and false information may result in contract termination.

**NOTE:** Payrolls and health benefits information need not be submitted if all employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below and sign as requested.

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

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

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

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

\_\_\_\_\_  
Title  
Form OCC/LW-6, Rev. 06/06

\_\_\_\_\_  
Date

# City of Los Angeles

CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

## NOTICE TO EMPLOYEES LIVING WAGE ORDINANCE

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

### THESE ARE YOUR RIGHTS...

#### 1. Minimum hourly compensation:

- ✓ **\$9.39/hour plus at least \$1.25 an hour in health benefits, OR**
- ✓ **\$10.64/hour without health benefits.**

- The wage rate is adjusted annually. Changes are effective July 1 of each year. These rates are effective July 1, 2006.

#### 2. Minimum days off:

- ✓ **12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.**
  - A full-time employee should accrue one day per month.
  - Unused compensated time off must be carried over for at least one year.

#### **AND**

- ✓ **10 additional uncompensated days off per year for family or personal illness.**
  - Time off must be available to employees after 6 months of employment.

#### 3. Tax Credit:

- ✓ **Employees earning less than \$12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).**
  - Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-601-5552.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

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



# City of Los Angeles

CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

## AVISO PARA EMPLEADOS ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Ciudad de Los Angeles.

### ESTOS SON SUS DERECHOS...

**1. Una compensación mínima, por hora de:**

- ✓ **\$9.39/hora más un mínimo de \$1.25/hora para el pago de beneficios médicos, O**
- ✓ **\$10.64/hora sin beneficios médicos.**

- El Sueldo Digno es ajustado anualmente. Los cambios serán el primero de julio de cada año. Este Sueldo Digno será vigente a partir del primero de julio de 2006.

**2. Días libres, al mínimo:**

- ✓ **12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,**
  - Los empleados "Full-time" deben acumularse un día cada mes.
  - Días acumulados y no utilizados deben continuar adelante al menos un año.

**Y TAMBIEN**

- ✓ **10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.**
  - Después de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

**3. Crédito sobre ingresos del trabajo:**

- ✓ Si Ud. gana menos de \$12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-601-5552.

PARA MAS INFORMACION, PUEDE LLAMAR:

City of Los Angeles  
Department of Public Works  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015

Teléfono: (213) 847-1922 – Fax: (213) 847-2777

**CITY OF LOS ANGELES  
CALIFORNIA**



**ANTONIO VILLARAIGOSA  
MAYOR**

**NOTICE TO EMPLOYEES  
WORKING ON CITY CONTRACTS  
RE: LIVING WAGE ORDINANCE AND  
PROHIBITION AGAINST RETALIATION**

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-1922.

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

# CITY OF LOS ANGELES CALIFORNIA



ANTONIO VILLARAIGOSA  
ALCALDE

## **AVISO A EMPLEADOS TRABAJANDO BAJO CONTRATOS DE LA CIUDAD CON RESPECTO A: LA ORDENANZA DE SUELDOS DIGNOS Y LA PROHIBICION A REPRESALIAS**

“La sección 10.37.5 prohíbe las represalias” bajo la Ordenanza de Sueldos Dignos. Esta sección provee que cualquier empleador que tiene un contrato con la ciudad **no puede** despedir, reducir el pago, o discriminar a sus empleados (as) que trabajan bajo un contrato de la Ciudad por ninguna de las siguientes razones:

1. Por quejarse a la ciudad si su empleador no esta cumpliendo con la Ordenanza.
2. Por oponerse a cualquier práctica que sea prohibida por la Ordenanza.
3. Por participar en cualquier proceso relacionado a la Ordenanza, como por ejemplo servir de testigo y testificar en una audiencia.
4. Por buscar procesos legales para hacer cumplir sus derechos bajo la Ordenanza.
5. Por afirmar sus derechos bajo la Ordenanza.

También, usted no puede ser despedido(a), perder su sueldo, o ser discriminado por hacer preguntas a su empleador sobre la Ordenanza de Sueldos Dignos, o por preguntarle a la Ciudad si su empleador esta cumpliendo con los requerimientos de la Ordenanza. Si usted es despedido(a), pierde su sueldo, o es discriminado, usted tiene el derecho de presentar una queja a la Oficina de la Sección de Sueldos Dignos de la Ciudad, así como también presentar una demanda legal en corte.

Para más información, o para obtener un formulario de quejas, por favor llame a la Oficina de la Sección de Sueldos Dignos de la Ciudad al (213) 847-1922.

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

## LIVING WAGE ORDINANCE 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.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that 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 business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$415,488 (adjusted July 1, 2006). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
  - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
    - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
    - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
    - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). **REQUIRES COUNCIL APPROVAL.**

**LWO EXEMPTION APPLICATION**

**CITY OF LOS ANGELES  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015**

Phone: (213) 847-1922 – Fax: (213) 847-2777

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

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

**SECTION 1: CONTRACTOR INFORMATION**

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

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

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

**SECTION 2: DEPARTMENT AND CONTRACT INFORMATION**

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

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

CONTRACT AMOUNT: \$ \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

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

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

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

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

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

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

Other - Cite the LWO code section: \_\_\_\_\_

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

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

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

Name of Signatory \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

Approved / Not Approved – Reason: \_\_\_\_\_ By OCC Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF LOS ANGELES

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

Phone: (213) 847-1922 – Fax: (213) 847-2777

NON-PROFIT/ONE-PERSON CONTRACTOR CERTIFICATION OF EXEMPTION FROM LIVING WAGE

Non-profit organizations organized under IRS Code Section 501(c)(3) and contractors with no employees may be exempted from the Living Wage Ordinance (LWO) by completing this Certification and submitting it to the Awarding Department. No approval by the Office of Contract Compliance (OCC) is necessary so long as contractors meet all of the exemption requirements. However, this Certification is valid only for the listed contractor during the performance of this contract. A new Certification will be required for each City agreement. Further, a subcontractor performing work on this contract is not exempt unless the individual subcontractor qualifies (and is approved, if necessary) for a separate exemption.

INSTRUCTIONS: Complete the information in Section 1, select an exemption basis listed in Section 2 (and provide the required information if you are 501(c)(3)), sign in Section 3, and submit it to the City department awarding the contract.

SECTION 1: CONTRACT AND CONTRACTOR INFORMATION

City Department Awarding Agreement: \_\_\_\_\_ Name of Dept. Contact: \_\_\_\_\_
Services to be Provided: \_\_\_\_\_
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_
Contractor Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_
Contractor Address: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

SECTION 2: EXEMPTION BASIS (Check one of the options provided below.)

[ ] 501(c)(3) Non-Profit Organizations (LAAC 10.37.1(g)): A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. The exemption is valid for all employees except Child Care Workers. Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." This is read broadly so that the term would include, for example, tutors working with children 12 or under. Provide all information requested below.

IRS 501(c)(3) Number: \_\_\_\_\_ Attach a copy of your 501(c)(3) letter from the IRS.

Hourly wage of lowest paid employee in the organization: \$ \_\_\_\_\_ Lowest hourly wage multiplied by 8: \$ \_\_\_\_\_

Hourly wage of highest paid employee in the organization: \$ \_\_\_\_\_ Must be less than eight times the lowest paid wage.

Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? [ ] NO [ ] YES

[ ] One-Person Contractors (LAAC 10.37.1(f)): Contractors that have no employees are exempt from the LWO. By checking this option and signing the Declaration Under Penalty of Perjury below, you certify that you have no employees. If you have employees in the future, you must comply with the Ordinance.

SECTION 3: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

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

Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

**SUBCONTRACTOR'S DECLARATION OF COMPLIANCE**  
**Service Contract Worker Retention Ordinance and the Living Wage Ordinance**  
**(Los Angeles Administrative Codes Sections 10.36 et seq. and 10.37 et seq.)**

A subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption. In general, the SCWRO requires that, in case of a successor service contract, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. The basic requirements of the LWO obligate prime contractors and subcontractors:

- (a) To pay covered employees a wage no less than the minimum initial compensation of \$9.39 per hour (adjusted July 1, 2006) with health benefits, as referred to in (c) below, or otherwise \$10.64 per hour (adjusted July 1, 2006). Such rates shall be adjusted annually and shall become effective July 1;
- (b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off;
- (c) Where so elected under (a) above, to pay at least \$1.25 per hour per employee toward the provision of health benefits for the employees and their dependents;
- (d) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer;
- (e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and,
- (f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

A prime contractor is responsible for ensuring that each subcontractor complies with the SCWRO and LWO, including reporting requirements. As part of the reporting requirements, each subject subcontractor must sign and submit this Declaration of Compliance to the Office of Contract Compliance within 90 days of execution of the subcontract. By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

**If a subcontractor fails to complete and submit this form to the Office of Contract Compliance, the prime contractor may be deemed to be in violation of the LWO and SCWRO for failing to ensure its subcontractor's compliance with the Ordinances. This may result in withholding of payments due the prime contractor, or termination of the prime contractor's agreement with the City.**

**Check box only if applicable:  I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City agreement.**

Company Name	Company Address	Phone Number
Signature of Officer or Authorized Representative	Type or Print Name and Title	Date
Type of Service Provided by Subcontractor	Name of Prime Contractor	Contract Number



# CITY OF LOS ANGELES

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

Name of Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Awarding City Department: \_\_\_\_\_ Contract Number: \_\_\_\_\_

**A contractor must provide to the Office of Contract Compliance (OCC) a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.**

**I have no subcontractors working on this City contract. (Sign at the bottom of page 2)**

## SUBCONTRACTOR INFORMATION FORM

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

**SUBCONTRACTOR INFORMATION (cont.)**

Contractor Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_ City Department: \_\_\_\_\_

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date:                      End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# **ATTACHMENT 10**

## **EQUAL BENEFIT ORDINANCE**

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

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

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

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

**SECTION 1. CONTACT INFORMATION**

Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

**SECTION 2. COMPLIANCE QUESTIONS**

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

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

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

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

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

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

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

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

**DECLARATION UNDER PENALTY OF PERJURY**

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

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Title

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

**CITY OF LOS ANGELES**

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

1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

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

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

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

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

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

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

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

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

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

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

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

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

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

# REASONABLE MEASURES

## CITY OF LOS ANGELES

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

### APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

---

Name of Company \_\_\_\_\_ Federal ID Number \_\_\_\_\_

---

Street Address \_\_\_\_\_ City, \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Contact Person/Title \_\_\_\_\_ Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

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

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

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

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

### ACKNOWLEDGEMENT REGARDING APPLICATION

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

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

---

Name of Signatory (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**PROVISIONAL COMPLIANCE**

**CITY OF LOS ANGELES**

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

1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015

**Phone: (213) 847-1922 - Fax: (213) 847-2777**

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

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

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

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

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

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

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

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

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

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

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

**INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS**

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

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

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

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

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

# **ATTACHMENT 11**

## **CONTRACTOR RESPONSIBILITY ORDINANCE**

**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.**

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative

Date

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Print Name and Title of Officer or Authorized Representative

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Awarding City Department

Contract Number

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

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name

Street Address	City	State	Zip
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Contact Person, Title	Phone	Fax
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**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
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**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

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

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

List the corporation's current officers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. OWNERSHIP AND NAME CHANGES**

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

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

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

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

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

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

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

**E. PERFORMANCE HISTORY**

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

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

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

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

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

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

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

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

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



**F. DISPUTES**

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

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

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

**Yes**     **No**

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

**Yes**     **No**

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

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

**Yes**     **No**

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

**G. COMPLIANCE**

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

**Yes**     **No**

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

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

**Yes**     **No**

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

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

Yes     No

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

#### H. BUSINESS INTEGRITY

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

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

Yes     No

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

Yes     No

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

Yes     No

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

Yes     No

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

#### CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

**ATTACHMENT A FOR SECTIONS A THROUGH C**

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

Page \_\_\_\_\_

A large, empty rectangular box with a thin black border, occupying most of the page below the instructions. It is intended for the respondent to provide additional information or explanations for questions in Sections A through C.

**ATTACHMENT B FOR SECTIONS D THROUGH H**

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

Page \_\_\_\_\_

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

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

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

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

**Federal Department of Justice**

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

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

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

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

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

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

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

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

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

**California Department of Consumer Affairs**

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

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

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

**OTHERS**

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

# **ATTACHMENT 12**

## **SLAVERY DISCLOSURE ORDINANCE**

## CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement \_\_\_\_\_ Department Contact Person \_\_\_\_\_

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

1. I, \_\_\_\_\_, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #	
Street Address	City	State	Zip
3. Has the Company submitted the SDO Affidavit previously?  NO  YES Date of prior submission: \_\_\_\_\_  
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
4. The Company came into existence in \_\_\_\_\_ (year).
5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:  
  
\_\_\_\_\_ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.  
  
\_\_\_\_\_ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.  
  
\_\_\_\_\_ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.