

INTRADEPARTMENTAL CORRESPONDENCE

February 2, 2026

1.0

TO: Honorable Board of Police Commissioners

FROM: Executive Director, Board of Police Commissioners

SUBJECT: REVIEW AND TRANSMITTAL OF THE PROPOSED REQUEST FOR PROPOSAL FOR OFFICIAL POLICE GARAGE (OPG) TOWING AND STORAGE SERVICES

RECOMMENDATION:

1. That the Board of Police Commissioners (Board) approve in concept the attached Request for Proposal (RFP) for Official Police Garage Towing and Storage Services, subject to minor revisions and formatting by staff.
2. That the Board transmit to the Mayor and City Council the attached RFP for Official Police Garage Towing and Storage Services.
3. That the City Council authorize the Board to release the attached RFP, subject to minor revisions and formatting by staff.

BACKGROUND

The Los Angeles Municipal Code Section 80.77.4(b)(1) states that the Board shall, subject to the approval of the City Council, enter into contracts with OPGs, awarded for a five-year term with an option to renew the contract for an additional five years. The Board shall contract for towing and storage services as may, in the judgment of the Board, be necessary. Each RFP issued is required by ordinance to be approved by City Council resolution.

Discussion

The following Official Police Garage contracts are scheduled to expire withing the next thirty-six months. Commission Staff recommends that the City Council authorize the release of the RFP for each of the Service Areas within the below listed time frames, thus eliminating nine identical requests to the City Council to release proposals. Each of the individual RFPs will have the specific information for the specified Service Area when issued.

Honorable Board of Police Commissioners

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1.0

Service Area	Contract End Date	Proposed RFP Release Date
Service Area 4	10/27/2028	March 2028
Service Area 5	1/31/2027	June 2026
Service Area 7	6/26/2027	December 2026
Service Area 8	8/21/2027	January 2027
Service Area 9	1/25/2028	June 2027
Service Area 10	2/6/2027	July 2026
Service Area 12	10/20/2027	March 2027
Service Area 13	4/24/2027	October 2026
Service Area 17	11/28/2026	June 2026

The attached Request for Proposal has been reviewed by Deputy City Attorney Andrew Said.

Should you have any questions, please contact Lt. Scott Moffitt, Commanding Officer, Commission Investigation Division, at (213) 996-1231.



DJANGO SIBLEY, Executive Director
Board of Police Commissioners

Attachment

**LOS ANGELES POLICE DEPARTMENT
REQUEST FOR PROPOSALS**

**OFFICIAL POLICE GARAGE
STANDARD- AND MEDIUM-DUTY
TOWING AND STORAGE SERVICES
SERVICE AREA [TBD]**

LAPD RFP No. XX-XXX-XXX



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

[DATE TBD]

**LOS ANGELES POLICE DEPARTMENT
REQUEST FOR PROPOSALS No. XX-XXX-XXX**

**OFFICIAL POLICE GARAGE
STANDARD- AND MEDIUM-DUTY TOWING AND STORAGE SERVICES**

STANDARD- AND MEDIUM DUTY SERVICE AREA [TBD]

DATE ISSUED: [DATE TBD]

TITLE: Standard- and Medium-Duty Towing and Storage Services in Service Area [TBD] of the Los Angeles Police Department

DESCRIPTION: The Los Angeles Police Commission is seeking proposals from qualified vendors in order to select an Official Police Garage to provide Standard- and Medium-Duty Towing and Storage Services in Service Area [TBD] of the Los Angeles Police Department.

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

Service Area [TBD] is an Official Police Garage Area in the City of Los Angeles depicted in Exhibit 4 and is inclusive of any future subdivision of the Area.

WEBSITE ADDRESS: <https://www.rampla.org>
Proposers must register at the Regional Alliance Marketplace for Procurement (RAMP) website (www.rampla.org) before they may access the Request for Proposals (RFP).

PLEASE NOTE: Proposers must bookmark the opportunity on RAMP (in the upper left corner of the opportunity) to receive updates of addenda and question & answer postings.

MANDATORY PRE-PROPOSAL CONFERENCE:

[DATE TBD]

X:00 x.m. Pacific Standard Time (PST)

At: Police Administration Building, (COMPSTAT Room)
100 West First Street, Room # 150
Los Angeles, CA 90012

Proposers must attend in-person the mandatory Pre-Proposal Conference. Please bring your copy of the Request for Proposals (RFP No. XX-XXX-XXX) with you to the mandatory Pre-Proposal Conference. Copies are available on the City of Los Angeles' Regional Alliance for Marketplace Procurement (RAMP), residing at www.rampLA.org. **Copies of the RFP will not be available at the mandatory Pre-Proposal Conference.**

PROPOSAL SUBMISSION DEADLINE:

[DATE TBD], at 3:00 PM (PST)

SUBMISSION:

E-mail file to:
opgrfp@lapd.online

RFP PROGRAM MANAGER:

[INSERT NAME]
100 West First Street, Suite 134
Los Angeles, California 90012
Phone: (213) XXX-XXXX
Email: opgrfp@lapd.online

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Exhibit 1	Los Angeles Police Commission Rules Governing Official Police Garages
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Exhibit 3	Official Police Garage Rates Effective January 1, 2025
Exhibit 4	Map of Standard-Duty Service Area [TBD]
Exhibit 5	Los Angeles Police Department/Department of Transportation Public Data Dictionary

APPENDICES

Appendix A	Standard Provisions for City Contracts (Rev. 1/25) [v. 2])
Appendix B	Certificate of Live Scan of Key Personnel
Appendix C	Business Inclusion Program (BIP) Requirements
Appendix D	Child Support Obligations
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Appendix H	Bidder Campaign Contributions and Fundraising –CEC Form 55
Appendix I	Fair Chance Initiative for Hiring Ordinance (FCIHO)
Appendix J	Statement of Non-Collusion
Appendix K	Iran Contracting Act of 2010 Compliance Affidavit
Appendix L	Los Angeles Residence Information
Appendix M	Contract History Form
Appendix N	Certification of Compliance with the Americans with Disabilities Act
Appendix O	Local Business Preference Program (LBPP)
Appendix P	Internal Revenue Service Form W-9

**LOS ANGELES POLICE DEPARTMENT
REQUEST FOR PROPOSALS No. XX-XXX-XXX**

**OFFICIAL POLICE GARAGE
STANDARD- AND MEDIUM-DUTY TOWING AND STORAGE SERVICES**

STANDARD- AND MEDIUM DUTY SERVICE AREA [TBD]

ATTENTION: ALL PROSPECTIVE PROPOSERS

Attached is a Request for Proposals (RFP) to provide Standard- and Medium-Duty towing and storage services as an “Official Police Garage” (OPG) for the City of Los Angeles (City) in Standard- and Medium-Duty Service Area [TBD] of the Los Angeles Police Department.

Proposers must meet the required criteria for Standard- and Medium-Duty Service Area [TBD]. No more than two (2) OPG contracts of any kind with the City may be awarded to any proposer.

Any contractor currently holding one OPG contract with the City would only be eligible for one additional OPG contract with the City. A separate proposal is required for each Service Area.

1.0 INTRODUCTION

The City, acting by and through the Los Angeles Police Commission, is seeking proposals from qualified vendors to provide Standard- and Medium-Duty Towing and Storage Services as an OPG for the City. Proposals are sought for Service Area 15 (Exhibit 4) and any future subdivision of that Area.

1.1 Deadline for Submission of Proposals

All proposals must be in PDF format and submitted by **3:00 p.m. PST on [TBD]**. Proposers must supply all information requested in the format prescribed by this RFP. Any proposal or amendment thereto received after the submission deadline will not be accepted. Supplemental information or modifications to the proposal will not be accepted after the submission deadline.

Proposals received **BEFORE** the submission deadline will be issued a “Notice of Receipt of Proposal” by the RFP Program Manager or designee. All original proposals submitted will be marked with a time and date stamp. Timely submission of proposals is the sole responsibility of the proposer. Proposals submitted via U.S. Mail, fax, or in-person will not be accepted.

The deadline cannot be extended for failure on the part of email delivery service. Any proposal received after the deadline, regardless of reason, will not be accepted. **All proposals received after 3:00 p.m. PST on the due date of [DATE TBD], will not be accepted.**

1.2 Response Delivery and Submission Requirements

Responses shall be based only on the material contained in the RFP, proposers conference, amendments, addenda, and other material published by the City relating to the RFP. The Proposer shall disregard any previous draft material and oral presentations that may have been obtained by the Proposer. Responses shall be submitted in accordance with the requirements set forth in this RFP.

a. Written Requirements

All Responses must be submitted in writing, and Proposers shall complete and submit all applicable documents, including forms, appendices, specifications, drawings, and any technical and/or illustrative literature. Proposal must be in Portable Document Format (PDF).

The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation.

b. Language and Units of Measurement

This RFP and all documents submitted by a Proposer in connection with this RFP shall be written in English. All numerical data furnished herein shall use the imperial system of measurement (i.e., dollars, feet, pounds, seconds, etc.).

c. Information Requested and Not Furnished

The information requested and the manner of submission are essential for prompt evaluation of all Responses. Accordingly, the City reserves the right to declare as non-responsive and reject any Responses in which information is requested and not furnished, or when a direct or complete answer is not provided.

d. Authorized Signatures

Responses shall be signed by two duly authorized officers (e.g., a Chairman of the Board; President or Vice President and a secretary, Treasurer, or Chief Financial Officer; or equivalent) eligible to sign contract documents and authorized to bind the company to all

commitments made in the Response. These representatives shall have authority to bind the Proposer to all provisions of the Response, the RFP, any subsequent changes, and to the contract if an award is made.

Consortiums, joint ventures, or teams submitting Responses will not be considered responsive unless it is established that all contractual responsibilities rests solely with one Proposer or one legal entity. The Response must identify the responsible entity.

All of the above signatures may be electronic or digital signatures.

e. Proposal and Email Submission Requirements

Proposers must submit their Response package via email ("Email Submission"). Email Submission must include complete Response package in Portable Document Format (PDF), as well as all relevant attachments and exhibits as individual files in native (typically MS Word or Excel) formats. No physical copies will be accepted.

Proposals must be submitted via email to opgrfp@lapd.online to be considered responsive. Proposers shall adhere to the following requirements:

- Reference RFP number in the subject line of email;
- The maximum size of an email submitting the Response package, including all attachments in PDF and native (MS Word or Excel) formats, must be 25 MB or less. Proposers are solely responsible for ensuring that email submissions comply with any size restrictions imposed by the Proposer's internet service provider;
- Proposers should endeavor to submit the Response package in a single email and avoid sending multiple email submissions in response to this RFP. However, if the file size of an email exceeds the applicable maximum size, the Proposer may make multiple submissions (multiple emails in response to the same RFP) to reduce the attachment file size to be within the maximum allowed size. In the event of multiple emails are necessary due to size restrictions, Proposers shall identify the order and number of emails making up the Response submission (e.g., "email 1 of 3, email 2 of 3, email 3 of 3");
- Proposals submitted via email must be sent from one email address, which must be consistent with the email provided by

the Proposer in CEC Form 55 – Prohibited Contributors Form (see PSC-37 Restrictions on Campaign Contributions and Fundraising in City Elections and Appendix H Bidder Campaign Contributions and Fundraising). The City reserves the right to seek clarification or reject the Response as nonresponsive if LAPD is unable to determine what documents constitute the complete Response;

- Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proposers submitting proposals via email are solely responsible for ensuring that any emails or attachments are not corrupted. LAPD may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments;
- The Proposer bears all risk associated with delivering its Response package via email, including but not limited to delays in transmission between the Proposer's computer and the City of Los Angeles email system; and
- While LAPD requires Email Submission of Responses, the Proposer acknowledges that email transmissions are inherently unreliable. The Proposer is solely responsible for ensuring that Email Submission of its Response and all attachments have been received before the Proposal Submission Deadline. The date and time of the Email Submission is determined by the records of the City of Los Angeles email system. Once submission deadlines have passed, Proposers will not be permitted to resubmit their Response if the City of Los Angeles email system rejects an Email Submission for any reason;
- The Proposer is strongly advised to contact the RFP administrator by telephone at (213) XXX-XXXX during Working Hours, if (i) the Proposer's Email Submission is rejected by the City of Los Angeles email system, or (ii) the Proposer does not receive a response email from the RFP administrator confirming receipt of the Email Submission and all attachments within (2) hours during Working Hours (Note: The City's normal business and/or normal Working Hours are from 7:00 a.m. to 4:30 p.m.), excluding holidays;
- The Responses to this RFP shall be emailed to the following address:

E-mail PDF file to:

1.3 Determination of Timeliness

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

1.4 Cost of Responding to RFP

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

1.5 Mandatory Pre-Proposal Conference

A mandatory Pre-Proposal Conference will be held at **[TIME TBD am/pm]. PST on [DATE TBD]**. Attendees will be responsible for taking their own notes.

At the Pre-Proposal Conference, a panel of City representatives will be available to reply to relevant questions from prospective proposers concerning this RFP. Proposers should submit questions in writing to the attention of the RFP Program Manager before the date of the meeting. The questions should be emailed no later than **3:00 p.m. PST on [DATE TBD]** to opgrfp@lapd.online. All questions and answers will be posted on the website at www.rampLA.org.

If a question cannot be answered at the Pre-Proposal Conference, it will be referred to the RFP Program Manager for a later response. All questions and answers will be posted on the website at www.rampLA.org. No questions from prospective proposers regarding this RFP will be accepted after **3:00 p.m. PST on [DATE TBD]**.

1.6 What to Bring to the Mandatory Pre-Proposal Conference

Bring your copy of the Request for Proposals (RFP Number XX-XXX-XXX) with you to the mandatory Pre-Proposal Conference. **Copies of the RFP will not be available at the mandatory Pre-Proposal Conference.**

1.7 Reasonable Accommodations for Persons with Disabilities

As covered under Title II of the Americans with Disabilities Act, the City does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services and activities. If an individual with a

disability requires accommodations to attend a mandatory Pre-Proposal Conference or other on-site visit, please contact the RFP Program Manager at least five (5) working days prior to the scheduled event.

1.8 Section Headings

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

2.0 ELIGIBILITY CRITERIA FOR CONTRACT AWARD

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

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

3.0 SCOPE OF SERVICES

3.1 General Duties

- a. The OPG will respond on a first-priority basis to requests for Standard- and Medium-Duty towing and storage services upon request by any Police Officer or Traffic Officer employed by the City of Los Angeles or other employee of the City authorized to request such services (hereinafter collectively referred to as “authorized City employee”), including:

- Police Officers of the Los Angeles Police Department;
 - Police Officers of the Port of Los Angeles;
 - Police Officers of the City of Los Angeles World Airports;
 - Traffic Officers of the City of Los Angeles, Department of Transportation;
 - Authorized employees of the City of Los Angeles, Department of Building and Safety
 - Authorized employees of the City of Los Angeles, Department of Recreation and Parks; and
 - Representatives of any other City agency that are authorized in the removal of vehicles for the purpose of impound, storage, investigation, or forfeiture.
- b. Typical towing situations will include, but are not limited to the removal, towing and storage of: Illegally parked vehicles; vehicles disabled as the result of traffic accidents; abandoned vehicles; vehicles seized for evidentiary examination; abated vehicles; and, vehicles subject to forfeiture proceedings.
- c. Requests for service will be made as to vehicles located on highways, public rights-of-ways, public property, and private property within the Contractor's Service Area of assignment, as specified below.
- d. **"Standard-Duty"** service is defined as relating to the towing and storage of vehicles weighing 10,000 pounds or less, or that do not otherwise constitute heavy-Duty vehicles as defined below.
- e. **"Medium-Duty"** service is defined as relating to the towing and storage of vehicles weighing between 10,001 pounds and 26,000 pounds unless qualifies for Heavy-duty as defined by 3.1 (f).
- f. **"Heavy-Duty"** service **Heavy-duty** service is defined as relating to vehicles possessing one or more of the following:
- Three (3) or more axles;
 - A gross vehicle weight rating in excess of 26,000 pounds;
 - A combination of commercial trailers;
 - Vehicle longer than thirty (30) feet in length (including tongue);
 - Wider than eight (8) feet in width utilizing a fifth wheel hitch or pintle;
 - The condition or position of the vehicle to be removed necessitates heavy-duty towing equipment.
- g. The determination of whether standard-, medium-, or heavy-duty services are required for a given situation is solely within the discretion of the

City's impounding employee. Service must be provided on a 24-hour, 365-days-per-year basis. The anticipated volume of vehicle impounds per year for Standard- and Medium-duty Service Area [TBD] is [TBD] vehicles. This is an estimate only and not a guarantee of volume of the Fiscal Year 2023-24

- h. In addition to providing standard-duty towing, the contractor is required to perform additional towing within the following weight classifications at the City's sole discretion. The contractor may sub-contract with another Official Police Garage to perform Class B, medium-duty services.

Class A

Light-duty: a tow truck with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 14,000 pounds with wheel lift capability and may additionally possess a car carrier.

Class B

Medium-duty: a tow truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be capable of providing air to the towed vehicle's brakes.

Contractor will only be responsible for Standard- and Medium-duty towing services. Contractor will not be responsible for Heavy-Duty towing services.

3.2 Equipment Requirements

The proposer awarded the contract, hereinafter called "Contractor," will be required to maintain adequate equipment at all times to provide the required towing service within the time frame(s) prescribed in the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1, incorporated herein by this reference).

3.3 Responsibility for Safekeeping

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

3.4 Reasonable Precautions and Release Instructions

The Contractor will be required to take all reasonable precautions required by the Board of Police Commissioners (Board) to avoid damage to any

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

3.5 Service Area of Assignment – Service Area [TBD]

- a. The Contractor will operate as the Official Police Garage (OPG) for Service Area [TBD] of the Los Angeles Police Department, which is depicted in Exhibit 4 – Map of Standard- and Medium-Duty Service Area [TBD].
- b. The OPG may exceed its Service Area of assignment when responding to a specific request from an authorized City employee.
- c. The OPG may respond outside of its designated Service Area of assignment at the request of another OPG responsible for that other area, as provided for below in Section 3.5(e).
- d. At the City's sole option, the Contractor may be assigned to handle requests for service for a different Service Area on a temporary basis in the event the contractor for such other area is unable to handle the request due to operational or staffing problems, or suspension or termination of their contract.
- e. The OPG must provide the services required under this Agreement within the Service Area of assignment. If the assigned OPG is unable to respond to a specific request for service, the assigned OPG may request another OPG to respond on the assigned OPG's behalf, provided that the assigned OPG notifies the requesting City agency's communication facility immediately of which other OPG will be responding on the assigned OPG's behalf.

3.6 Hours of Operation

- a. The OPG must respond to calls from authorized City employees twenty-four (24) hours a day, seven (7) days a week within the Maximum Response Time, as defined in Section 3.7.
- b. The OPG's dispatcher must be on duty in the business office of the OPG twenty-four (24) hours a day, seven (7) days a week. The dispatcher must receive calls from City agencies and dispatch tow

units to provide security for stored vehicles and perform such other towing and storage-related services as may be required by the Board or its designee. This requirement may be waived upon written application to the Board, a formal hearing, and a finding of good cause by the Board.

- c. The OPG's dispatcher must be available to release vehicles between the hours of 7:00 a.m. and 7:00 p.m., seven (7) days a week, and may, at the OPG's sole discretion, release vehicles between the hours of 7:00 p.m. and 7:00 a.m. (referred to as "after-hours"), except as provided for in the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1).
- d. The OPG must provide immediate access to its business office and its storage facilities and to vehicles stored therein, upon request by concerned law enforcement personnel so as to avoid impeding any criminal investigation.

3.7 Maximum Response Time

- a. Maximum Response Time is twenty (20) minutes from the time an OPG dispatcher receives a request for service from an authorized City employee until the time the tow unit arrives at the location designated in the request for service, with due consideration given to reasonable delays caused by unusual traffic conditions or other unusual circumstances beyond the reasonable control and without the fault of the OPG. The OPG must keep the requesting City agency communications facility apprised of such delays in response time.
- b. Notwithstanding the Maximum Response Time specified above, the OPG must execute requests from the City's Department of Building and Safety to remove abandoned vehicles or vehicle parts from private property within forty-eight (48) hours of the OPG receiving such request.
- c. The OPG must advise the City agency requesting service, at the time of the request, if the OPG is unable to respond within the Maximum Response Time or is unable to respond at all. If after accepting the call, the OPG is unable to respond or will be delayed in responding, the OPG must immediately notify the requesting City agency communications facility.

3.8 Priority of Requests

- a. The OPG must give first priority to requests for service made by authorized City employees under this Agreement.

- b. In the event that multiple City agency requests for service are received at the same proximate time, the OPG dispatcher must assign response priority to the request of the most urgent nature based upon information the OPG's dispatcher has received from the authorized City employees requesting services.
- c. "First priority" will be determined as of the time that the request for service is received, and priority will be assigned among the requests for service that the OPG has received but to which the OPG is not already engaged in responding

3.9 Responses to Calls

- a. The OPG and its employees responding to a call from an authorized City employee must perform the towing or service required for which they were called. This requirement may be waived by the City's impounding employee if the impounding employee determines that the requested equipment is inadequate for the service to be performed or that the requested service is no longer needed. In the event that service is waived by the City's impounding employee, the OPG will have no further obligation to perform the service initially requested.
- b. Repeated failure to respond, repeated failure to meet the Maximum Response Time, refusal to respond, or refusal to perform the required towing or service for which the OPG was called shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension, or termination of this Agreement, if deemed appropriate, after written notice and hearing, by the Board or its designee.

3.10 Compliance with Laws, Rules and Regulations

- a. The OPG must conduct its business in a lawful manner and must, at all times, comply with all applicable local, state and federal laws, rules and regulations pertaining to OPGs, tow unit operators, and the impound, removal, towing, storage and disposal of vehicles.
- b. The OPG must comply with all rules and regulations that may from time to time be promulgated by the Board regarding official police garages. The Board shall cause such rules and regulations to be printed and distributed to the OPGs affected thereby.
- c. Upon direction by the Board or its designee, the OPG must keep rules and regulations regarding its business as an Official Police Garage

posted in a conspicuous place clearly visible to the public at its primary place of business, and when applicable, at its storage facilities.

Each OPG tow unit operator must have a copy of such specified rules and regulations in his/her possession when operating an OPG tow unit to enable him/her to inform Properly Interested Persons (as defined below) of the OPG's legal authority and responsibilities. The OPG tow unit operator or involved OPG employee must present a copy of such specified rules and regulations for review to the Properly Interested Person in the event of a dispute regarding the removal or storage of the vehicle.

- d. The term "Properly Interested Person" as used in this Agreement means the legal owners and their agents, registered owner, lessees and persons last having lawful possession of an impounded vehicle, and who are in possession of the keys to the vehicle and have proper personal identification and present adequate proof of their authority to act on behalf of the legal or registered owner of the impounded vehicle.
- e. OPG employees, while acting within the course of their employment, must cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel.

3.11 Demeanor and Conduct

- a. The OPG must conduct business in an ethical and orderly manner so as to maintain the confidence of the community. While the OPG is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and because of the inherent potential for conflict in situations involving the removal and storage of vehicles, the OPG and its employees must maintain a fair, impartial, and reasonable attitude and must perform their duties in a courteous manner.
- b. The OPG and its managers and employees must extend courtesy and cooperation at all times to the general public, law enforcement officers, and other authorized City employees. The OPG's tow unit operators must abide by the lawful decisions of law enforcement officers and other authorized City employees, and must cooperate in removing, impounding, storing and disposing of vehicles and other related activities.
- c. Upon notification to the OPG by the Board or its designee of any complaint of discourtesy or misconduct by an OPG employee, the OPG must investigate such complaint and respond in writing to the

Board within ten (10) calendar days of receipt of notice of the complaint. The Contractor's response to the Board must include details about the result of its investigation, and, if the complaint was found to be true, what measures the Contractor took to prevent similar situations and resulting complaints from occurring in the future.

3.12 Timekeeping

The OPG must record the following times pertaining to requests for tow service by authorized City employees by means of a computer or time stamp:

- 1) The time that the request for tow service is received;
- 2) The time that a tow unit is assigned the call for service and given the location of the requested service;
- 3) The time that a tow unit arrives at the location of requested service;
- 4) The time that the tow unit leaves the location of requested service with the vehicle in tow.
- 5) The time that a tow unit arrives at the OPG facility with the vehicle;
- 6) The time that vehicle parts or accessories or unattached personal property is removed from an impounded vehicle; and
- 7) The time that a vehicle is removed from the Investigative Hold Area, pursuant to the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1).

3.13 Towing of City-Owned Vehicles

The OPG must tow City owned vehicles without charge to the City as follows:

The Contractor will be required to tow and store designated City-owned emergency vehicles in need of Standard- and Medium-Duty Towing and/or storage without charge to the City in accordance with the Board of Police Commissioner's Rules Governing Official Police Garages and Section 3.6b.

3.14 Vehicle Holds at No Charge to Police Department or Party of Interest

The Police Department may require the Contractor to hold a vehicle for 48 hours at no charge while it or its agent processes evidence from the

vehicle. Upon the termination of 48 hours for evidence processing, the Contractor shall notify such party of interest that they have 24 hours to claim the vehicle at no charge. The daily storage rate shall be applied at the expiration of the 24-hour claiming period.

4.0 FACILITY REQUIREMENTS

4.1 General Requirements

The proposer must have, prior to execution of the contract, a primary place of business located within the selected Service Area (Exhibit 4) for which the proposer is applying. The Primary Storage Facility must abide by the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1, Item 10), as follows:

Primary Storage Facility: All Primary Storage Facilities shall be inspected and approved by the Board or its Designee prior to use. The Primary Storage Facility shall be adjacent to the operations office. A Primary Storage Facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. A Primary Storage Facility shall be capable of accommodating all vehicles appraised in value in excess of four thousand dollars (\$4,000); all vehicles bearing modified equipment or cargo valued in excess of five hundred dollars (\$500.00); and vehicles being held for criminalistics and/or evidentiary examinations. The location where a vehicle is stored within a Primary Storage Facility shall be accurately recorded on the garage's impound records.

Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at the Primary Storage Facility to prevent the loss or theft of personal property or vehicle parts. The Primary Storage Facility shall have a segregated and designated area for the storage of vehicles held for criminalistics and/or evidentiary examination.

4.2 Recommended Storage Based on Needs

Based upon current needs, the approximate total storage recommendation for Standard- and Medium-Duty Service Area [TBD] is [TBD] (X.X) acres.

4.3 Secondary and Satellite Storage

Secondary and Satellite storage areas may also be used for the accommodation of additional vehicles in accordance with the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1).

4.4 Evidentiary Hold Vehicle Storage

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

4.5 Zoning Requirements

All storage facilities must be properly zoned as prescribed under Zoning Ordinance Section 165042 (Exhibit 2, incorporated herein by this reference).

4.6 Secondary Storage Facility Use

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

4.7 Compliance with Rules Governing Official Police Garages

All storage facilities shall be in compliance with the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1) related to storage facilities. In addition, landscaping is required to conform to general aesthetics and environmental concerns. If a proposer does not have a primary place of business as described above, the proposer, if awarded the contract, will have one hundred eighty (180) days from the date of award to obtain the required facilities within the specified Area or Bureau, and must submit to the City sufficient proof of having obtained these facilities. If the proposer is not able to obtain the required facilities and equipment within the one hundred eighty (180) days allowed, the City may opt to grant an additional three (3) month extension, select from among the remaining qualified bidders or reopen the bid process, depending on circumstances, at the City's sole discretion.

5.0 OPERATING EQUIPMENT

5.1 Equipment Requirements

Proposers shall be required to have the appropriate towing equipment prior to execution of a contract. Contractors will be required to provide two-way radio communication equipment and a combined minimum of [TBD] (X) Standard- and Medium-Duty tow truck(s) and flat-bed carrier(s) per Area dedicated to OPG service. The adequate number of tow trucks varies according to the volume of impounds and size of the area. The current number of tow trucks in service to meet current towing needs averages one (1) tow truck per eighty (80) impounds per month.

5.2 Standard- and Medium-Duty Towing Equipment Recommendations

The following equipment is recommended:

Standard- and Medium-Duty Flat-bed Carrier: [TBD]

Standard- and Medium-Duty Trucks: [TBD]

5.3 Computerized Data Collection

As directed by the Board and pursuant to the Contract, the OPG shall electronically submit to the Police Commission the vehicle and financial information for all vehicles towed or stored. If the Contractor is an active member of the Official Police Garage Association of Los Angeles (OPGLA), the Contractor shall provide the vehicle and financial information via the OPGLA Vehicle Impound Information Center (VIIC) database maintained by the OPGLA.

If the Contractor is not an active member of the OPGLA, the Contractor shall independently and at the Contractor's own expense provide all of the same vehicle and financial information that the OPGLA provides the City and the public (Exhibit 5, Los Angeles Police Department/Department of Transportation Public Data Dictionary).

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

6.0 AUDIT AND INSPECTION OF RECORDS

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

6.1 Records Accessible and Available for Examination

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

6.2 Subcontracts to Include Inspection and Records Clauses

The Contractor agrees to include the above clauses (6.0 through 6.1) on the matters of inspections and records examination in all subcontracts hereunder.

7.0 COMPENSATION

7.1 Rates Reduced for Absence of Reasonable Grounds

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

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

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

7.3 Establishment of Rates and Charges Payable by Vehicle Owners

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

8.0 TOWING AND STORAGE RATES

The rates a Contractor may charge for towing and storage services (Exhibit 3, incorporated herein by this reference) shall be in accordance with the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1) established by the Board. Rates and charges for the removal and storage of vehicles that have occurred as a result of law enforcement activity or in the performance of duties of an OPG shall not exceed the rates and charges set by the Board. Except as approved by the Board, additional charges shall not be made for special equipment or service necessary to prepare vehicles for removal. The schedule of Board-approved rates and charges (Exhibit 3) shall be posted in a place clearly visible to the public at the Contractor's primary place of business.

9.0 TOWING AND STORAGE OF CITY-OWNED VEHICLES WITHOUT CHARGE

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

10.0 CONTRACT TERMS

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

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

11.0 REQUIREMENT TO COLLECT AND REMIT FEES

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

12.0 LIEN SALE VEHICLES

12.1 Outstanding Parking Citations

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

13.0 GROSS RECEIPTS FEE

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

14.0 PARKING TAX COLLECTION AND PAYMENT PROCEDURE

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

15.0 LATE PAYMENTS ACCRUE INTEREST

Any amount owed to the City more than fifteen (15) days beyond the date such amount is due shall accrue interest each day that such amount is not paid at the lower of the following rates in addition to any other penalties authorized by the LAMC: an annual rate equal to twelve percent (12%); or the maximum rate permitted by applicable law.

16.0 INVESTIGATION OF EACH APPLICANT

Prior to the execution of any contract, the Commission Investigation Division of the Los Angeles Police Commission will conduct a thorough investigation of each

proposer to verify content of each proposal as well as background of key personnel.

17.0 CONTENTS OF PROPOSAL

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

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

17.1 Cover Letter Requirements

The cover letter must contain the following information:

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

award is made. All signatures indicated below may be electronic or digital and executed by the applicable party, as follows:

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

17.2 Business Plan Requirements

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

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

A financial statement verified by a Certified Public Accountant indicating that the proposer has sufficient financial resources and ability to continue in business to perform the services required.

d. Business Organization Statement

State the full name and address of your organization and, if applicable, any branch or district office that will be managing the operation. State your intentions (if any) to establish a City location if you do not currently have one.

e. History and Description of the Firm

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

f. Individual, Partnership, or Corporation

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

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

State whether the proposer is licensed to operate in the State of California and the City. If the proposer is licensed to operate in the City; include a photocopy of the City Business Tax Registration Certificate (BTRC). The selected proposer and all subcontractors shall be required to have and maintain a valid City BTRC.

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

The BTRC is not required with the Response and need not be provided with the Response.

17.3 Key Personnel Requirements

a. Demonstrated Capability of Key Personnel

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

b. Resumes of Key Employees and Others

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

c. Changes in Key Personnel

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

d. Certificate of Live Scan of all Key Personnel

A copy of the certificate of Live Scan shall be submitted with the RFP for each person identified as a key employee. Complete the attached form (Appendix B) and submit to a licensed Live Scan vendor and include the signed copy with your proposal. You must use the attached form, otherwise the Police Commission will not receive your background report.

17.4 Personnel Standards, Hiring, and Training

The Proposer must provide a plan for the following:

- a. Hiring personnel;
- b. Standards of qualification for personnel positions;
- c. Training programs; and
- d. Policy for safeguarding unattached personal property.

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

17.5 Experience

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

a. Lien Sale Experience

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

b. Government Agency Service Provider Experience

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

c. Other Towing Service Business

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

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

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

e. Experience Operating a Regulated or Complex Business

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

f. Comparable Experience

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

17.6 Prior Regulatory and Contract Compliance

a. Proposer's History of Contract and Regulatory Compliance

State the proposer's history of contract and regulatory compliance.

A review will be made of the proposer's experience with contract compliance and regulatory control including, but not limited to, any applicable history concerning compliance with the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1), and any applicable history with any other governmental regulatory control.

b. Identify and Explain Violations and Disciplinary Action

Identify and explain, any and all violations which have been identified or disciplinary action which has ever been taken by any law enforcement

agency or regulatory agency against you or your towing company related to the operation of the towing and storage services provided by your company. Identify and explain any instances in which a contract the proposer had was terminated for cause or in which any disciplinary action was taken. Likewise include instances in which a contract was not renewed due to poor performance.

c. Contact Information for Prior Contract Administrators

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

17.7 Computerized Financial and Dispatch Center

The proposal must indicate that the proposer possesses a computerized financial system that has the capability to capture all receipts, which can then be tied to charges, calls reflected in the dispatch system and related disbursements. Information from these systems should be adequately supported and easily reconciled.

18.0 STANDARD PROVISIONS FOR CITY CONTRACTS

The document titled "Standard Provisions for City Contracts (Rev. 1/25) [v.2]" is attached hereto as Appendix A and will be incorporated into and made a part of the final contract.

19.0 INDEMNITY AND INSURANCE

19.1 Indemnity Requirements and Acceptability of Insurance

The Contractor is required to adhere to the indemnity requirements and the conditions governing acceptability of any insurance that may be required are set forth in detail in the Standard Provisions for City Contracts (Appendix A).

19.2 Contractors to Maintain Satisfactory Insurance

Rule Number 20 of the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1) requires that such contractors maintain insurance in effect at all times in amounts satisfactory to the Board of Police Commissioners.

19.3 Insurance Coverage for Official Police Garages

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

20.0 TERMINATION OF AGREEMENT

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

21.0 NONDISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/AFFIRMATIVE ACTION PROGRAM

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

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

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

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

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices, and Affirmative Action

Program may visit the City of Los Angeles Department of Public Works, Bureau of Contract Administration web site at <http://bca.lacity.org>.

22.0 BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS

It is the policy of the City to provide Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE) and all Other Business Enterprises (OBE) concern an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described in Appendix C, the Business Inclusion Program Requirements, of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting.

Proposers must refer to Appendix C for additional information and instructions. BIP outreach must be performed using the City's RAMP (www.rampla.org). A proposer's failure to utilize and complete their BIP Outreach as described in Appendix C will result in their proposal being deemed non-responsive.

23.0 CHILD SUPPORT ASSIGNMENT ORDERS

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

24.0 SERVICE CONTRACT WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

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

Proposers shall refer to Appendix E, Living Wage Ordinance and Service Contract Worker Retention Ordinance , for further information regarding the requirements of the ordinances.

Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: LWO Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Please direct any questions about compliance forms and Social Policy Ordinances to the City of Los Angeles Department of Public Works - Bureau of Contract Administration by phone at (213) 847-2625 or by email at bca.eeoe@lacity.org

25.0 EQUAL BENEFITS ORDINANCE/FIRST SOURCE HIRING ORDINANCE

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), proposers are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City's RAMP at www.rampla.org. Proposers are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for the additional details about the EBO and the FSHO.

25.1 Equal Benefits Ordinance

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, EBO.

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

Proposers seeking additional information regarding the requirements of the EBO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or <https://bca.lacity.org/equal-benefits-ordinance-ebo>.

25.2 First Source Hiring Ordinance

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

All proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City's RAMP residing at www.rampla.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's RAMP.

Proposers seeking additional information regarding the requirements of the FSHO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or <https://bca.lacity.org/first-source-hiring-ordinance-fsho>.

26.0 CONTRACTOR RESPONSIBILITY ORDINANCE

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

27.0 DISCLOSURE ORDINANCES AFFIDAVIT

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded pursuant to this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Effective July 18, 2018, the DBWCO was combined with the SDO on a revised Disclosure Ordinances Affidavit to be completed electronically on RAMP (<https://www.rampla.org>). The web form should be completed and submitted by the proposal submission deadline.

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

Unless otherwise exempt by the provisions of the SDO or DBWCO, any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

You must register on the City's RAMP (www.rampla.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents." The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration only if your company is the successful proposer selected for contract award. Proposers seeking additional information regarding the requirements of the SDO and DBWCO Disclosure Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

28.0 MUNICIPAL LOBBYING ORDINANCE

The proposer shall submit the applicable Municipal Lobbying Ordinance Compliance Form – Bidder Certification CEC Form 50 with their proposal. If bidder/proposer qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (exemptions in the Los Angeles Municipal Code Section 48.03 and the Los Angeles Administrative Code Section 10.40.4 do not apply). A response submitted without a completed CEC form 50 shall be deemed nonresponsive. A copy of the form is attached to this RFP as Appendix G.

29.0 BIDDER CAMPAIGN CONTRIBUTIONS AND FUNDRAISING

Proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved, or for successful proposers, twelve (12) months after the contract is signed. The proposer's principals and sub-contractors performing \$100,000 or more in work on the contract, as well as the principals of those sub-contractors, are also subject to the same limitations on campaign contributions and fundraising.

CEC Form 55 requires proposers to identify their principals, their sub-contractors performing \$100,000 or more in work on the contract, and the principals of those sub-contractors. Proposers must also notify their principals and sub-contractors in writing of the restrictions and include the notice in contracts with sub-contractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.bidders@lacity.org.

Proposers must submit CEC Form 55, provided in Appendix H, to the awarding authority at the same time the response is submitted.

30.0 FAIR CHANCE INITIATIVE HIRING ORDINANCE

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

Proposers seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

31.0 CONTRACTOR EVALUATION ORDINANCE

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

32.0 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: contractor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor information"). On an annual basis, the contractor shall further request that any subcontractor input or update its

business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

33.0 STATEMENT OF NON-COLLUSION

Each proposal must include an executed Statement of Non-Collusion attached to this RFP as Appendix J. If the proposer is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit an executed statement

34.0 IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

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

Please direct any questions about compliance forms and Social Policy Ordinances to the City of Los Angeles Department of Public Works - Bureau of Contract Administration by phone at (213) 847-2625 or by email at bca.eeoe@lacity.org.

35.0 LOCAL BUSINESS PREFERENCE PROGRAM

Proposers who submit a response to this solicitation will be evaluated in accordance with Article 21 to Division 10, Chapter 1 of the Los Angeles Administrative Code (Ordinance No. 181910) establishing a Local Business Preference Program for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000.

Proposers seeking additional information regarding the eligibility criteria of the Local Business Preference Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

36.0 CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

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

- a. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of the contract will remain the property of the City. All documents, records and information provided by the City to the Contractor or accessed or reviewed by the Contractor during the performance of the contract, are confidential (hereinafter collectively referred to as "Confidential

Information”). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor’s work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

- b. The Contractor will make the Confidential Information provided by the City to the Contractor or accessed or reviewed by the Contractor during performance of the contract, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors with access to the Confidential Information about the penalties for its unauthorized use or disclosure. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- c. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor’s work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the contract or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of the contract, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under the contract to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- d. Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of the contract are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in the contract or as required by law.
- e. The Contractor will require all its employees, agents and subcontractors who will review be provided, or have access to Confidential Information, during the performance of the contract, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

37.0 OFFICIAL POLICE GARAGE ASSOCIATION OF LOS ANGELES AND VEHICLE IMPOUND INFORMATION CENTER

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

If the Contractor is not an active member of the OPGLA, the Contractor shall independently and at the Contractor's own expense provide all of the same systems and services the OPGLA provides its active members and the public to locate vehicles impounded by an OPG in the City and determine the fees or liens chargeable for towing and storage (Exhibit 3).

38.0 DOCUMENT CONTROL SYSTEM

If the Contractor is an active member of the OPGLA, the Contractor shall participate in the OPGLA Document Control System maintained by the OPGLA. If the Contractor is not an active member of the OPGLA, the Contractor shall independently and at the Contractor's own expense maintain a Document Control system acceptable to the City and provide all of the same systems and services the OPGLA Document Control system provides the City and the public.

39.0 LOS ANGELES RESIDENCE INFORMATION

It is the policy of the City to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City departments to gather information on the headquarters address and other information on the employees of the firms contracting with the City (Council File No. 92-0021).

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

40.0 CONTRACT HISTORY FORM

The City Council passed a resolution (Council File 98-1331) on July 21, 1998 requiring that all Proposers responding to a procurement solicitation must supply in their response a list of all City of Los Angeles contracts held by the proposer or any affiliated entity during the preceding 10 years.

The form to use to provide this information is in Appendix M.

41.0 INTERNAL REVENUE SERVICE (IRS) FORM W-9

The City of Los Angeles requires all firms and individuals doing business with the City of Los Angeles to complete a Form W-9, as required by the Internal Revenue Service (IRS), in order for the City to conduct financial transactions with said entities, such as returning proposal deposits, or processing payments.

Further information regarding the requirements is available at:
<https://www.irs.gov/forms-pubs/about-form-w-9>

This form is not required with the Response and need not be attached to the Response.

See Appendix P for additional information and form.

42.0 CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Proposers awarded a contract through this procurement process must comply with the Americans with Disabilities Act and execute the Certification of Compliance with the Americans with Disabilities Act prior to the execution of a contract.

This form is not required with the Response and need not be attached to the Response.

See Appendix N for additional information and form.

43.0 DISPOSITION OF PROPOSALS

43.1 Contractor's Defense of City Refusal to Disclose Information (California Public Records Act)

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

Contractor of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

43.2 Proposer's Written Statement to Claim Exemption from Disclosure

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

Any proposer claiming such an exemption must also state in the proposal the following:

"The proposer will indemnify the City and its officers, employees, and agents, and hold them harmless from any claim or liability and will defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore."

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

44.0 PROPOSER'S ADDITIONAL INFORMATION OR CONTRARY STATEMENT

Any other information that the proposer believes will be essential to a complete evaluation of its proposal should be clearly stated. If there is no additional information, this section of the proposal should consist of the following statement: "There is no additional information that we wish to present."

45.0 CITY'S RIGHT TO WITHDRAW THE RFP, REJECT PROPOSALS, AND WAIVE INFORMALITIES

The City reserves the right to withdraw this RFP at any time without prior notice. The City reserves the right to reject any and all proposals submitted and to waive any informality in any proposal received, when to do so is to the advantage of the City or its taxpayers. The City makes no representation that any contract will be awarded to any firm responding to this RFP. The City reserves the right to

extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended.

46.0 WITHDRAWAL OF PROPOSAL

A proposer may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Withdrawals must be submitted via email to opgrfp@lapd.online.

A written request to withdraw must be signed by an authorized representative of the proposer and must be submitted to the City at the address specified herein for submittal of proposals.

After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified submission deadline.

All proposals submitted and not withdrawn prior to the end of the submission deadline will be firm and may not be withdrawn after the submission deadline for a period of one-hundred and eighty (180) days following the deadline for submission of proposals specified in this RFP.

47.0 VERIFICATION OF INFORMATION IN RFP

47.1 City's Right to Verify Information and Reduce Points Awarded

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

47.2 City's Right to Reject the Proposal or Terminate the Contract for False Information

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

48.0 AUTHORIZED OFFICER SIGNATURE AND REQUIRED DECLARATION

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

"This proposal is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or

indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.”

This declaration can be found in Appendix J and must be included in your proposal.

49.0 SITE VISITS

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

50.0 SELECTION CRITERIA

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

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

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

51.0 PROPOSAL QUALITY AND RESPONSIVENESS

Written proposals will be evaluated for adherence to the RFP requirements, clarity of content, and the proposer’s experience, resources, and ability to provide the best service to the Service Area. Proposals should demonstrate an understanding of the services and responsibilities required and the ability to accomplish them. Proposers will be evaluated in terms of their ability to operate primarily as an OPG for the City and their ability and willingness to abide by the Los Angeles Police Commission Rules Governing Official Police Garages (Exhibit 1).

52.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

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

53.0 EVALUATION PROCESS AND CRITERIA

53.1 Evaluation Process

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

After receipt of a proposal, but prior to award of any contract, the City, at its sole discretion, may require any or all proposers to submit additional information and/or to meet in person with City personnel. Failure of a proposer to specifically respond to each RFP item, or any other information requested by the City, will be grounds for rejecting that proposer's proposal.

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

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

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

proposer will be named after the proposals and interviews/presentations are evaluated.

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

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

53.2 Prohibition of Communication During RFP Evaluation Period

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

53.3 Evaluation Criteria

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

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

Total: 100 points

54.0 APPEAL PROCESS

Any protest to a proposal award must:

1. Be In writing.
2. Be submitted via email to: opgrfp@lapd.online
3. Be received by the RFP Program Manager by the date stated in the Contract Recommendation of Award correspondence sent to the Proposer.
4. Indicate "Appeal" and reference the RFP number in the subject line of email.

The protest statement must include:

1. The specific section and requirement of the RFP appealed.

2. A description of how the proposer's proposal met the requirements of the appealed section(s).
3. Copies of any pertinent documentation.

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

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

55.0 PROPOSER CHECKLIST

Check Item	Section
<i>Before Submitting Your Proposal</i>	
_____ Attend Mandatory Pre-Proposal Conference	1.5
_____ Sign the Pre-Proposal Conference Attendance Sheet	
<i>Your Proposal</i>	
Cover Letter	17.1
_____ General Statement of Purpose	17.1 a
_____ Name, title, address, telephone of those authorized to negotiate	17.1 b
_____ Name and title, of person(s) authorized to sign	17.1 c
_____ Statement of legal business status	17.1 d
_____ Statement of contact information to set site visit appointment	17.1 e
_____ Signed by representative(s) authorized to bind the firm	17.1 f
Business Plan Requirements	17.2
_____ Action Plan for Customer Satisfaction & Performance Excellence	17.2 a
_____ Operating Statements & Financial Information for past 3 years	17.2 b
_____ Financial Statement verified by a CPA	17.2 c
_____ Business Organization Statement & Statement of Intention	17.2 d
_____ History & Description of the Firm with Required Details	17.2 e
_____ Statement of Corporation Type & State of Incorporation	17.2 f
_____ State and City licenses (BTRC) to Operate	17.2 g
Key Personnel Requirements	17.3
_____ Demonstrated Capability & Experience of Key personnel	17.3 a
_____ Identified employee names and titles of each	17.3 a
_____ Areas of Responsibility Statement for each Key employee	17.3 a
_____ Resumes of Key Employees and others	17.3 b
_____ Certificate of Live Scan of all Key Personnel - <i>Complete attached Form, submit to a licensed Live Scan vendor and include the signed copy with your proposal.</i>	17.3 d, Appendix B
Personnel Standards, Hiring and Training Plans	17.4
_____ Plan for hiring of personnel	17.4 a
_____ Standards of qualification for positions	17.4 b
_____ Plan for training program(s)	17.4 c
_____ Policy for Safeguarding Unattached Personal Property	17.4 d

Proposer Checklist Continued

Check Item	Action
Experience Statements	17.5
_____ Lien Sale Experience	17.5 a
_____ Government Agency Service Provider Experience	17.5 b
_____ Other Towing Service Business Experience	17.5 c
_____ Salvage, Transport, Club Service, or Repossession Business Experience	17.5 d
_____ Experience Operating a Regulated or Complex Business	17.5 e
_____ Comparable Experience	17.5 f
Prior Regulatory and Contract Compliance	17.6
_____ Proposer's History of Contract and Regulatory Compliance	17.6 a
_____ Identify and Explain Violations and Disciplinary Action	17.6 b
_____ Contact Information for Prior Contract Administrators	17.6 c
_____ Computerized Financial and Dispatch Center	17.7
Additional Items	
_____ Proposer's Option to Claim Exemption from Disclosure	43.2
_____ Proposer's Required Positive or Contrary Statement on Presence of any Additional Info	44.0
_____ Statement of Acceptance or Specific Objections to Terms & Conditions (Last Attachment)	52.0
Appendices/Required Statements/Declarations/Instructions	
_____ Nondiscrimination/Equal Employment Practices/Affirmative Action Program <i>If requesting an exemption, complete attached form and submit with your proposal.</i>	21.0
_____ Business Inclusion Program (BIP) Requirements – <i>Complete Schedule A and submit with your proposal.</i>	22.0, Appendix C
_____ Child Support Assignment Orders – <i>Complete attached form and submit with your proposal.</i>	23.0, Appendix D
_____ Living Wage Ordinance and Service Contractor Worker Retention Ordinance <i>If requesting an exemption, complete form(s) and submit with your proposal.</i>	24.0, Appendix E
_____ Equal Benefits Ordinance/First Source Hiring Ordinance – <i>Complete and submit online.</i>	25.0
_____ Contractor Responsibility Ordinance (CRO) – <i>Complete attached form and submit with your proposal.</i>	26.0, Appendix F
_____ Disclosure Ordinances Affidavit <i>Complete and submit online.</i>	27.0

Proposer Checklist Continued
Check Item**Action**

_____ Municipal Lobbying Ordinance – CEC Form 50 – <i>Complete attached form and submit with your proposal.</i>	28.0, Appendix G
_____ Bidder Campaign Contributions and Fundraising – CEC Form 55 <i>Complete attached form and submit with your proposal.</i>	29.0, Appendix H
_____ Fair Chance Initiative for Hiring Ordinance	30.0 Appendix I
_____ Statement of Non-Collusion – <i>Complete attached form and submit with your proposal.</i>	33.0, Appendix J
_____ Iran Contracting Act of 2010 Affidavit – <i>Complete attached form and submit with your proposal.</i>	34.0, Appendix K
_____ Los Angeles Residence Information – <i>Complete attached form and submit with your proposal.</i>	39.0, Appendix L
_____ Contract History Form – <i>Complete attached form and submit with your proposal.</i>	40.0, Appendix M
<i>Submitting Your Proposal</i>	
_____ Submit your proposal electronically	1.2

EXHIBIT 1

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

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

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

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

2. **SUPERVISION:** An Official Police Garage is subject by law to the regulatory powers of the Board, and all relevant records, equipment and storage facilities are subject to periodic inspection by the Board or its designee to determine if the garage is in compliance with the rules and regulations of the Board.
3. **REGULATION:** An Official Police Garage shall comply with all laws, ordinances and rules that regulate tow units, tow unit operators, the impound, towing, removal, storage, and disposal of vehicles. An Official Police Garage shall post the Los Angeles Police Commission Rules Governing Official Police Garages and the Rules Governing Tow Operations and Tow Unit Operators in their entirety in a conspicuous place, clearly visible to the public. (* Rule 24 Shop tow Policy is not required to be posted)
4. **COOPERATION:** Tow unit operators shall abide by the lawful decisions of all peace officers and law enforcement employees of the City of Los Angeles and shall cooperate in removing and/or impounding vehicles.
5. **AREA OF RESPONSE:** Each Official Police Garage shall operate within its designated Area(s) and shall exceed this/these Area(s) only when responding to a request from another Official Police Garage or a law enforcement or City communication facility.
6. **DISPATCHER:** A dispatcher shall be on duty in the office of the Official Police Garage seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from law enforcement and City communications facilities, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the Board. A dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his/her discretion, release vehicle between the hours of 7 p.m. and 7 a.m. An After Hours release fee is prohibited. Any

vehicle impounded in connection with a special event as designated by the Board or the Board's designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event. A dispatcher and/or other Official Police Garage employees providing service to the public shall wear their first name conspicuously on their clothing.

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

- * The time that the request for tow service is received,
- * The time that a tow unit is assigned the call for service and given the location of the requested service,
- * The time that a tow unit arrives at the location of requested service,
- * The time that a tow unit returns to the Official Police Garage Facility with the vehicle.
- * The time that property is removed from an impounded vehicle, and
- * The time that a vehicle is removed from the evidentiary hold area.

An Official Police Garage shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all law enforcement and City agencies that rely upon it for tow service.

The Official Police Garage shall respond to all Los Angeles City agency requests 24 hours a day, 7 days a week, within the Maximum Response Time as established by these Board rules. The OPG Designee will advise law enforcement or city agency communications facility, at the time of notification, if they are unable to respond or are unable to respond with the Maximum Response Time. If after accepting the call the OPG is unable to respond or will be delayed in responding, the OPG shall immediately notify the requesting law enforcement or City agency communications facility.

Maximum Response Time is 20 minutes from the time an OPG tow unit is requested by a City agency until its arrival. An additional 10 minutes may be allowed with reasonable justification.

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

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

- 9. UNIFORM AND EQUIPMENT REQUIREMENTS:** Each tow unit shall be painted and marked as prescribed by the Board in addition to markings required by the California Vehicle Code. Each tow unit shall have the capability of communicating with the dispatcher by radio via wireless digital communications. Tow unit operators shall be required to wear a Board approved uniform when acting within the scope of their Official Police Garage employment.
- 10. PRIMARY STORAGE FACILITY:** All Primary Storage Facilities shall be inspected and approved by the Board or its Designee prior to use. The Primary Storage Facility shall be adjacent to the operations office. A Primary Storage Facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. A Primary Storage Facility shall be capable of accommodating all vehicles appraised in value in excess of four thousand dollars (\$4,000); all vehicles bearing modified equipment or cargo valued in excess of five hundred dollars (\$500.00); and vehicles being held for criminalistics and/or evidentiary examinations. The location where a vehicle is stored within a Primary Storage Facility shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at the Primary Storage Facility to prevent the loss or theft of personal property or vehicle parts. The Primary Storage Facility shall have a segregated and designated area for the storage of vehicles held for criminalistics and/or evidentiary examination.
- 11. SECONDARY STORAGE FACILITIES:** All Secondary Storage Facilities shall be inspected and approved by the Board or its designee prior to use. A Secondary Storage Facility is a designated location used by an Official Police Garage as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of the respective geographic Area(s) boundaries of responsibility of the Official Police Garage unless waived by the Board or its designee. Any Secondary Storage Facility located beyond the (5) miles of the Official Police Garage's respective geographic Area(s) boundaries shall be referred to as a Satellite Secondary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles appraised under four thousand dollars (\$4,000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles appraised over four thousand dollars (\$4,000.00) with the prior approval of the Board or its designee, but in such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored with a Secondary Storage Facility shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to all stored vehicles. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at all Secondary Storage Facilities to prevent the loss or theft of personal property or vehicle parts.

Official Police Garages utilizing an approved Secondary Storage Facility shall return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.

SATELLITE SECONDARY STORAGE FACILITIES: All Satellite Secondary Storage Facilities shall only be used to store vehicles appraised under four thousand dollars (\$4,000.00). Official Police Garages utilizing an approved Satellite Secondary Storage Facility beyond five (5) miles of its respective Area(s) boundaries of responsibility shall additionally comply with the following:

- * Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.
- * Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within twenty-four (24) hours, excluding weekends and holidays, of such a request when the vehicle is stored in a Satellite Secondary Storage Facility. The notice shall be approved by the Board or its designee.
- * Systematically segregate stored vehicles by the respective Official Police Garage when a Satellite Secondary Storage Facility is shared by two or more Official Police Garages.
- * Distinctly sequester Official Police Garage stored vehicles from other activities at the facility when the facility conducts business other than the storage of Official Police Garage vehicles and insure that access to the stored vehicles is separate from that of other business operation(s).
- * Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP Form 180, in addition to unattached personal property.
- * Return any stored vehicle to the Primary Storage Facility within twenty-four (24) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the Satellite Secondary Storage Facility, the Official Police Garage shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

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

- 12. INVESTIGATIVE HOLD AREA AND VEHICLES:** Each Official Police Garage shall maintain an area at its Primary Storage Facility for vehicles held, for criminalistics and/or evidentiary examinations. This Investigative Hold Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The Investigative Hold area's storage capacity shall be capable of fulfilling the maximum expectations of the respective geographic detective division(s) being served. The Board or its designee shall determine the maximum storage capacity. The Investigative Hold Area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the

Board or its designee. The only persons authorized to enter an Investigative Hold area are Official Police Garage employees and concerned law enforcement employees. Garage employees shall not remove property from vehicles being held for criminalistics and/or evidentiary purposes. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible investigator or the Area Vehicle Coordinator. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area. The date and time of removal and the removing employee's identity shall be recorded on Official Police Garage records.

Vehicles being held for Vehicle Code (V.C.) 22651(o) (No Current Registration); V.C. 22651(p) (Unlicensed Driver); V.C. 22651(i) (Unpaid Parking Citations); V.C. 22651(j) (No Evidence of Registration); or V.C. 10751 (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistics or evidentiary examinations.

Garage employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Area Vehicle Coordinator.

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

Vehicle parts and/or attached accessories may be removed for safekeeping by garage employees from other impounded vehicles. When an Official Police Garage removes vehicle parts and/or attached accessories for safekeeping from a vehicle it shall:

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

and repair any damage caused by the original removal or replacement.

The release of impounded vehicles, which are available for release, shall be the responsibility of an Official Police Garage.

Criminalistics/evidentiary or statutorily held vehicles shall not be available for release until authorization has been given to the Official Police Garage by the concerned governmental agency employee or the Area Vehicle Coordinator.

An Official Police Garage, at its Primary Storage Facility, shall prepare, maintain and post in a conspicuous place, clearly visible to the public:

*A notice stating that a vehicle placed in storage pursuant to Section 22850 V.C. may be released only on proof of current registration or, in the absence of that proof, upon the issuance of a notice to appear for the registration violation by the agency that caused the vehicle to be stored, and it shall specify the name and telephone number of the City agency.

*A notice outlining procedures and the documentation necessary for properly interested persons to obtain possession of or remove unattached personal property from a stored vehicle and/or to view or photograph a stored vehicle within twenty-four (24) hours of making such a request.

Vehicle inventories, when conducted by Official Police Garage employees, shall only be conducted at the scene, in the presence of the impounding employee.

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

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

- 15. IMPOUND REPORTS:** An Official Police Garage tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report. The original copy of the Impound Report shall be retained by the impounding employee. A copy of the Impound Report shall be retained by an Official Police Garage for the life of the Official Police Garage Storage Agreement plus four (4) years. The garage's copy of the Impound Report shall be used to record the vehicle release information in the appropriate space provided in the Impound Report.
- 16. NOTIFICATIONS:** Official Police Garage employees while acting within the course of their employment shall cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel.

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

*All vehicles originally impounded by the concerned agency, but that have remained in storage beyond seven (7) calendar days.

*All vehicles originally impounded with a criminalistics/evidentiary hold, but that have remained in storage with a hold beyond seven (7) calendar days.

An Official Police Garage shall notify the Department of Transportation Vehicle Information Processing Unit on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily approved lien procedures.

- 17. HEAVY-DUTY TOW:** Official heavy-duty tow units will be requested by a law enforcement or City department communication facility when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or unladen, in excess of 10,000 pounds; or a combination of commercial trailers.
- 18. RATES AND CHARGES:** Rates and charges for the removal and storage of vehicles which have occurred as the result of law enforcement activity or in the performance of duties of an Official Police Garage shall not exceed the rates and charges set by the Board. Except as provided by the Board, additional charges shall not be made for special equipment or service necessary to prepare vehicles for removal. Board approved rates and charges shall be posted in a conspicuous place, clearly visible to the public.

All bills shall be itemized.

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

REMOVAL: Charges shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. Vehicles shall not be taken directly

to any Satellite Secondary Storage Facility without previous written approval by the Board or its designee. The first hour or fraction thereof shall be at the rate specified by the Board and at half of that hourly rate, for each additional half hour or fraction thereof over the first hour.

STORAGE: Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar day basis for each day, or part thereof, the vehicle is in storage. The daily rate extends from midnight to midnight.

19. **MONTHLY REPORTS:** The “Official Police Garage Monthly Report” shall be submitted by the fifteenth (15) of each month to the Board or its designee. An explanation of each tow requiring in excess of one hour shall be provided. The report shall also contain a list of all employees that were employed by the Official Police Garage during the previous month. The list shall contain each employee’s position, operator’s license number, and PC number if permitted. The monthly report shall be signed by the designee.

The OPG designee shall notify the Board or its designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Official Police Garage designee or his employees as a City employee.

20. **INSURANCE:** Each Official Police Garage shall maintain insurance in effect at all times in amounts satisfactory to the Board, and the policies of insurance, in duplicate, shall be approved by and filed with the City Attorney.

This insurance shall protect the Official Police Garage and the City against any and all damages resulting from all operations as designated Official Police Garage and in picking up and towing any automobiles or other vehicle to a garage or other location.

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

21. **IMPOUND HEARINGS:** Every Official Police Garage has the responsibility for posting and maintaining the Vehicle Impound Hearing Rights Sign, form 16.27.3, in a conspicuous location, clearly visible to the public. An Official Police Garage shall distribute a Vehicle Impound Hearing Rights Notice, form 16.27.4 and written directions indicating the location of the appropriate law enforcement agency facility at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.
22. **LIEN ATTACHMENT:** The employee of the City of Los Angeles who is requesting the impound shall be responsible for establishing that “reasonable grounds” exists to conduct the impound. When “reasonable grounds” is lost prior to a vehicle being removed and in transit to an

Official Police Garage storage facility, no lien shall attach and no fee shall be charged for the release of a vehicle to a properly interested person.

A lien is valid and is initiated as per Vehicle Code Section 2285(a) when: "Possession of the vehicle is deemed to arise when a vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations that have been requested by a law enforcement agency have begun at the scene. The Police Commission staff defines possession of the vehicle to mean that the vehicle is partially or fully hooked up and the vehicle is in the process of being prepared for the transport.

- * For flatbed car carriers, possession of the vehicle means that the bed is down and the winch line is attached to the vehicle and the vehicle is being prepared to be pulled onto the bed of the truck.
- * For wheel lift tow trucks that have auto loading or self-loading equipment, possession of the vehicle means that the vehicle is attached, and one axle of the vehicle has been raised to a tow position and the only thing remaining is for the tow operator to secure the vehicle and drive away.
- * For wheel lift tow trucks that have towing equipment that require the tow operator to manually attach a clamp, wheel-bar or scoop to the tires of the vehicle, possession of the vehicle means that the tow driver must have attached at least one-wheel clamp, tow bar or scoop to the tires of the vehicle to be towed.

Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the physical removal of the vehicle to the OPG, the owner may regain possession of the vehicle from the towing company if the owner pays the towing company the towing charges and all City fees.

- 23. DISPUTES AND INQUIRIES:** The Board of Police Commissioners and persons designated by the Board, have the authority to settle all disputes arising from actions by the Official Police Garages. The decision of the Board, or persons designated by the Board, shall be binding on all parties involved.

Inquiries pertaining to the conduct, practices, and regulation of the Official Police Garages may be referred to the Los Angeles Police Department, Commission Investigation Division, 100 W. First Street, Suite 147, Los Angeles, California, 90012, (213) 996-1270, Monday through Friday, 7 a.m. to 4 p.m.

EXHIBIT 2

LOS ANGELES MUNICIPAL CODE, ORDINANCE NO. 165042

ORDINANCE NO.

165042

An ordinance amending Section 12.17.6 of the Los Angeles Municipal Code to permit Official Police Garages by right in the M1 Zone with limitations.

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. A new Subdivision 8 is hereby added to Subsection A of Section 12.17.6 of the Los Angeles Municipal Code to read:

8. Official Police Garages as designated by the Los Angeles Police Commission for the storage of impounded, abandoned or partially dismantled automobiles, subject to the following limitations:

a) the use is located 300 feet or more from property in an A or R zone;

b) the use is conducted wholly within an area completely enclosed with a solid masonry wall or solid fence not less than 8 feet in height with necessary solid gates of like height;

c) no dismantling of vehicles or crushing, smashing, baling reduction of metal takes place on the premises;

1 d) all property adjacent to any street
2 is landscaped to a minimum depth of 2 feet
3 measured at a right angle from the adjacent
4 street, and extending the full length of the
5 property contiguous to such street except for
6 area necessary for ingress and egress; and

7 e) paved off-street parking spaces are
8 provided for buildings as required by Section
9 12.21 A of this Code, and in addition for all
10 other portions of the lot, other than public
11 parking areas, as follows:

12 (1) for one acre or less, a
13 minimum of six spaces;

14 (2) for more than one acre but not
15 more than two acres, one space for each
16 12,000 square feet of lot area; and

17 (3) for each acre exceeding two,
18 one space for each acre of lot area; and

19 f) no material shall be stored to a
20 height greater than the height of the
21 enclosing wall or fence.

22 . . .

23 . . .

24 . . .

25 . . .

26 . . .

27 . . .

28

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

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of JUL 12 1989.

ELIAS MARTINEZ, City Clerk,

By Edward C. Anderson,
Deputy.

JUL 19 1989

Approved.....

Approved as to Form and Legality

Tom Bradley
Mayor.
LAJ 362141 7/26

JUN 21 1989

JAMES K. HAHN, City Attorney,

By Claudia McGee Henry
CLAUDIA MCGEE HENRY
Senior Assistant City Attorney

File No. 86-1461

Pursuant to Sec. 97.8 of the City Charter,
approval of this ordinance recommended
for the City Planning Commission.....

JUN 19 1989

See attached report
Kenneth C. Stapp
Director of Planning

EXHIBIT 3

**OFFICIAL POLICE GARAGE RATES
EFFECTIVE JANUARY 1, 2026**



City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES

Effective Date:
January 1, 2026



	2026 Rate for Payment by Credit Card	2026 Discounted Rate for Payment by a Means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 220.00	\$ 215.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 109.00	\$ 106.00
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 400.00	\$ 390.00
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 200.00	\$ 195.00
Per hour or fraction thereof for each additional person required	\$ 90.00	\$ 88.00
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 600.00	\$ 585.00
Hazardous or dangerous cargo - heavy duty removal	\$ 850.00	\$ 829.00
Upright Medium-Duty Motorhome GVWR 10,001 to 26,000 lbs.*	\$ 850.00	\$ 829.00
DAILY STORAGE RATES		
Standard Vehicle	\$ 68.00	\$ 66.00
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 75.00	\$ 73.00
-Trucks, Boats and trailers 20' to 40'	\$ 94.00	\$ 92.00
-Trucks, Boats and trailers over 40'	\$ 119.00	\$ 116.00
Motorcycles	\$ 18.00	\$ 18.00
Major Component Parts	\$ 13.00	\$ 13.00
Bulk Items per Square Foot	\$ 1.00	\$ 1.00
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 12.00	\$ 12.00
Removal of Stolen Component Parts	\$ 124.00	\$ 121.00
Removal of Bulk Items	\$ 220.00	\$ 215.00
EV Surcharge	\$ 77.00	\$ 75.00

- Any other vehicle with a GVWR of 10,001 lbs. and over will use the heavy-duty rate.

Approved by the Los Angeles Board of Police Commissioners.
Rates are effective 1/1/2026.

Reference: BPC #25-326 and BPC #25-355

EXHIBIT 4

MAP OF STANDARD- AND MEDIUM-DUTY SERVICE AREA [TBD]

[MAP TBD]

EXHIBIT 5

**LOS ANGELES POLICE DEPARTMENT/
DEPARTMENT OF TRANSPORTATION
PUBLIC DATA DICTIONARY**

OPG Website Data Dictionary Final 04/06/08

David Impound File			New				
Field Name	Type	Width	Field Name	Description	OPG	Agency	Public
1 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
2 TIME	CHARACTER	5	TIME_IN	Time Veh arrived at OPG Facility	✓		
3 DATE_IN	DATE	8		Date of the tow	✓	✓	✓
4 RATE	CHARACTER	1		What rate will it calculate by (A,M,T) for Auto, motorcycle, truck	✓		
5 YEAR	CHARACTER	2		Year of the car	✓	✓	✓
6 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
7 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
8 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
9 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
10 LICENSE	CHARACTER	8		License plate number	✓	✓	✓
11 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
12 LIC_YEAR	CHARACTER	2		Plate year tag	✓	✓	✓
13 FULLID	CHARACTER	17	FULL_ID	Full Vin number	✓	✓	✓
14 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
15 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
16 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
17 KEYS	LOGICAL	1		Towed with keys T/F	✓	✓	
18 PROPERTY	LOGICAL	1		Towed with property T/F	✓	✓	
19 HOLD	LOGICAL	1		Was a hold placed on it T/F	✓	✓	✓
20 DRIVABLE	LOGICAL	1		Is the vehicle drivable T/F	✓	✓	
21 ADDRESS	CHARACTER	5		Numeric portion of impound address	✓	✓	
22 STREET	CHARACTER	30		Street name of the address	✓	✓	
23 RD	CHARACTER	4		Reporting District	✓	✓	
24 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
25 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
26 REL_BY	CHARACTER	30		Which Officer released it	✓		
27 REL_TO	CHARACTER	30		Who was it released to	✓		
28 REM_BY	CHARACTER	30		Who removed the vehicle	✓		
29 FORM46	DATE	8		Date lien process was initiated	✓		
30 LIENDATE	DATE	8		Date the car was put in Lien	✓		
31 CLEARDATE	DATE	8	SOLD_DATE	Date of the sale of the car	✓	✓	
32 REL_STATUS	CHARACTER	1		Who it was released to code: R- release to registered owner;L- Release to lien sale;Q- Release to legal owner	✓		
33 DATE_OUT	DATE	8		Date the vehicle was released or sold	✓	✓	
34 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
35 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
36 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
37 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
38 DOOLITTLE	NUMERIC	5	DOOLITTLE_LTR	Legal Owner Letter	✓		
39 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
40 RES_ADDRESS	CHARACTER	30		Who it was released to address	✓	✓	
41 RES_CITY	CHARACTER	15		who it was released to city	✓	✓	
42 RES_STATE	CHARACTER	2		who it was released to state	✓	✓	
43 RES_ZIPCODE	CHARACTER	10		who it was released to zip code	✓	✓	
44 RES_PHONE	CHARACTER	14		who it was released to phone	✓	✓	
45 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
46 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		
47 PROP_BOOKED	LOGICAL	1	PROP_BOOKED	property booked by agency	✓	✓	
48 RECEIVED	CHARACTER	5	CALL_RQST_TIME	Time agency requested tow	✓	✓	
49 DISPATCHED	CHARACTER	5	CALL_DSPCH_TIME	Time call was dispatched	✓	✓	
50 ARRIVED	CHARACTER	5	CALL_ARV_TIME	Time Tow arrived on site	✓	✓	
51 IN_TOW	CHARACTER	5	CALL_INTOW_TIME	Time Tow leaves site (In-Tow)	✓	✓	

Memo: [REDACTED] Represent drop down list

APPENDIX A

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 1/25) [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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EXHIBIT 1 INSURANCE CONTRACTUAL REQUIREMENTS

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

PSC-3. Time of Effectiveness

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

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

- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance

coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

- a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
- c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse,

regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract

without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC") and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

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

approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article,

process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b)

of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Los Angeles' Regional Alliance for Marketplace Procurement (RAMP) at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

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

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees,

volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
Workers' Compensation (WC) and Employer's Liability (EL)	
☐ Waiver of Subrogation in favor of City	WC <u>Statutory</u> EL _____ ☐ Longshore & Harbor Workers ☐ Jones Act
General Liability	
☐ Products/Completed Operations ☐ Fire Legal Liability _____ ☐ _____	☐ Sexual Misconduct _____
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
Professional Liability (Errors and Omissions)	
Discovery Period _____	
Property Insurance (to cover replacement cost of building - as determined by insurance company)	
☐ All Risk Coverage ☐ Flood _____ ☐ Earthquake _____	☐ Boiler and Machinery ☐ Builder's Risk ☐ _____
Pollution Liability	
☐ _____	
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
Crime Insurance	

Other:

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. Agreement/Reference All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. When to Submit Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Evidence and Approval Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. **Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.org>.

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org>.

5. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

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

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258 - 3000 more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (WC) and Employer's Liability (EL):[TBD]

Min. Limit of WC: Statutory

Min. Limit of EL: \$ [TBD]

Waiver of Subrogation in favor of the City: [TBD]

Longshore & Harbor Workers: [TBD]

Jones Act: [TBD]

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured: **Yes**

Min. Limit: \$ [TBD]

Products/Completed Operations: [TBD]

Sexual Misconduct: [TBD]

Fire Legal Liability: [TBD]

General Liability Other: Garage Keepers Liability - At least \$[TBD] in aggregate coverage

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

Min. Limit: \$[TBD]

Automobile Liability Other:

Professional Liability (Errors and Omissions): [TBD]

Property Insurance (to cover replacement cost of building - as determined by insurance company): [TBD]

Pollution Liability: [TBD]

Surety Bonds - Performance and Payment (Labor and Materials) Bonds: [TBD]

Crime Insurance: [TBD]

Cyber Liability: [TBD]

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

APPENDIX B

CERTIFICATE OF LIVE SCAN OF KEY PERSONNEL

REQUEST FOR LIVE SCAN SERVICE
Applicant Submission

*****FOLLOW INSTRUCTIONS BELOW*****

ORI: <u>CA0194200</u>	Type of Application: <u>LICENSE CERT OR PERMIT</u>
Job Title or Type of License, Certification or Permit: <u>*****➔ POLICE COMMISSION PERMIT</u>	

Agency Address Set Contributing Agency:	
<u>LAPD (CAPDLOS ANGELES)</u>	<u>14923</u> ←LAPD has many codes. Use this.
Agency authorized to receive criminal history information	Mail Code (five digit code assigned by DOJ)
<u>700 E. TEMPLE ST. STE B22</u>	
Street No. Street or P.O. Box	Contact Name (Mandatory for all school submissions)
<u>LOS ANGELES CA 90012</u>	<u>(213) 996-1210</u>
City State Zip Code	Contact Telephone No.

*****ENTER INFORMATION FOR 1 – 11b*** Live Scan Operator: Be sure to enter all items.**

Name of Applicant: <u>1</u>	
(please print) Last First MI	
Alias: <u>2</u>	Driver's License No. <u>3</u>
Last First <u>5</u>	
Date of Birth: <u>4</u> Sex: ☐ Male ☐ Female	Misc. No. BIL- <u>N/A</u>
	Agency Billing Number
Height: <u>6</u> Weight: <u>7</u>	Misc No: _____
Eye Color: <u>8</u> Hair Color: <u>9</u>	Home Address: <u>11a</u>
	Street or P.O. Box
Place of Birth: <u>10</u>	<u>11b</u>
	City, State and Zip Code
SOC: ***DO NOT ENTER SOCIAL SECURITY***	

*****MAKE TWO COPIES. GO TO LIVE SCAN CENTER.*****

Your Number: <u>TRC#</u>	Level of Service ☒ DOJ ☐ FBI
OCA No. (Agency Identifying No.) _____	
If resubmission, list Original ATI No. _____	

Employer: (Additional response for agencies specified by statute)	
DO NOT USE THIS SECTION	
Employer Name	
Street No. Street or P.O. Box	Mail Code (five digit code assigned by DOJ)
City State Zip Code	() Agency Telephone No. (optional)

Live Scan Transaction Completed By: _____	Date: _____
Name of Operator	
Transmitting Agency	ATI No.
Amount Collected/Billed	

LAPD 02/2016

GIVE COPIES OF FORM:
ORIGINAL-Live Scan Operator; SECOND COPY-SEND TO LAPD; THIRD COPY-Keep
BCII 8016 (Rev 04/01)

APPENDIX C

BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS

BUSINESS INCLUSION PROGRAM (BIP)

Established by Mayor's Executive Directive No. 14 (Villaraigosa series), this program requires all proposers responding to Requests for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE, WBE, SBE, EBE, DVBE, and OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the proposer's outreach efforts, the proposer is required to perform the Business Inclusion Program (BIP) Outreach on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

INSTRUCTIONS

All Proposers must perform and submit the BIP Outreach requirements on RAMP as described in the following attachment. Technical instructions for using RAMP to complete BIP Outreach are available on the RAMP Support page at <https://www.rampla.org/s/support>.

Outreach must be completed **15 DAYS** prior to the deadline for proposal submission.

All Proposers **MUST also complete and submit** the BIP Schedule A and include in their response.

Responses submitted without a completed BIP Schedule A **WILL** be deemed non-responsive and disqualified from being considered.

All BIP Outreach documentation must be submitted on RAMP by 4:30 p.m. on the first calendar day following the day of the proposal submission deadline.

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

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Regional Alliance Marketplace for Procurement (RAMP), www.rampla.org.

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

The Los Angeles Police Department's anticipated levels of

MBE Participation:	<u>6</u> %
WBE Participation:	<u>5</u> %
SBE Participation:	<u>6</u> %
EBE Participation:	<u>2</u> %
DVBE Participation:	<u>4</u> %

NOTE: BIP outreach information and/or assistance may be obtained through [TBD] 213-XXX-XXXX or opgrfp@lapd.online.

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

SUMMARY

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

A. GENERAL

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

Additional information and/or assistance in implementing this Program may be obtained through the RFP Program Manager: [TBD] at opgrfp@lapd.online.

B. DEFINITIONS

- I. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$5 million.

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

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

- 1) City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail address: bca.certifications@lacity.org
Internet address: <http://bca.lacity.org/>
- 2) California Department of Transportation, Office of Business and Economic Opportunity
1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700

Internet address: <http://www.dot.ca.gov/programs/business-and-economic-opportunity>

- 3) Southern California Minority Business Development Council, Inc.
(for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960
Fax: (213) 689-1707
Internet address: <http://www.scmbdc.org>
 - 4) Women's Business Enterprise Council – West (WBEC-West)
400 Corporate Pointe, Suite 300, Culver City, CA 90230
Telephone: (213) 461-4361
E-mail: office@wbec-west.org
Internet address: www.wbec-west.com
 - 5) California Public Utilities Commission's Supplier Clearinghouse (CPUC)
10100 Pioneer Boulevard, Suite 103, Santa Fe Springs, CA 90670
Telephone: (562) 325-8685
Internet address: <http://www.thesupplierclearinghouse.com/>
- b. Certification as a Small or Emerging Business Enterprise: An SBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration as a Local, Small Business Enterprise; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Local, Small Business Enterprise, they can request an SBE and EBE designation on their RAMP company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

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

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certification>
2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)
Internet address: <https://www.va.gov/osdbu/>
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the consultant.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies

required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE and OBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, **on the date the Awarding Authority awards a contract for the project** before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBEs through subconsulting or materials and supplies acquisition to reach anticipated participation levels.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
 - d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
 - e. A firm which qualifies as both an MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, an MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
 - f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
 - g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
 - h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.
 - i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subconsultant has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. **BIP OUTREACH DOCUMENTATION**

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

Any technical difficulties encountered (i.e., inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the RAMP should be reported immediately using the following steps:

1. E-mail RAMP Support at support@rampla.org or <http://snow.lacity.org/rampla>
2. Email [TBD] at opgrfp@lapd.online.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) XXX-XXXX

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

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidder's name will be evaluated. Therefore, submission by a third party will result in the bidder being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

Required Documentation: No documentation is required from the proposer.

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

Required Documentation: An employee of the proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by City records. The waiver must also include the NAICS codes for the subconsultant the Prime met with at the matchmaking event, and those NAICS codes **MUST** be included in the opportunity the Prime is bidding on.

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

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

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

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

4	WRITTEN NOTICES TO SUBCONSULTANTS
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All notifications must be provided utilizing RAMP and made not less than **fifteen (15) calendar days** prior to the date the RFP responses are required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each area of work to be performed.

Required Documentation: E-mail notification in each of the selected potential work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMP's BIP Outreach system. The notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain

areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBES and OBEs firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work area at the time the RFP was uploaded to the RAMP.

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

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

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

Note: Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the RAMP's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By "double clicking" on a red box containing "0*" the proposer will be taken to a list of firm(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section C.

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

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

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

6	NEGOTIATED IN GOOD FAITH
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The proposer has responded to every unsolicited offer sent by a Registered Subconsultant using RAMP and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subconsultant, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using RAMP.

Required Documentation:

- a. Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b. An online Summary Sheet organized by work area, listing the following:
 1. The responses and/or bids received;
 2. The name of the subconsultant who submitted the bid/quote;
 3. The dollar amount of the bid/quote;
 4. A brief reason given for selection/non-selection as a subconsultant;
 5. The subconsultant selected for that work area.
- c. Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the RAMP to the "BIP Supporting Documents" section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subconsultant bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subconsultants as prescribed in the LBPP requirements of the RFP documents, a subconsultant's LBE status can be considered a reason for selection over a non-LBE subconsultant. **All bids/responses received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid/response from each subconsultant listed on the online Summary Sheet. **All potential subconsultants with whom the bidder has had contact outside of the RAMP must be documented on the online Summary Sheet.**

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

Note: Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their Summary Sheet on the RAMP's BIP Outreach Summary Sheet function after 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the RAMP and verify compliance with the Summary Sheet provision of this Indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the RAMP prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

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BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

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

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

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

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

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP

Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subconsultants register on the RAMP prior to the award of the contract.

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

E. SUBCONSULTANT SUBSTITUTION

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

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 - 1) Name of company contacted; contact person and telephone number; date and time of contact.
 - 2) Response for each item of work which was solicited, including dollar amounts.
 - 3) Reason for selection or rejection of sub-bid prospect.
 - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by email at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

- b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
- 3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order; the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
 - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

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

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

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.
- 3. Final Subcontracting Report (Schedule C)

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

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

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

I. AWARD OF CONTRACT

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

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

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

Project Title

Proposer	Address
Contact Person	Phone/Fax

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

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			Signature of Person Completing this Form Printed Name of Person Completing this Form Title Date
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
----------------------	---------------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)						
Name of Subconsultant	MBE/WBE/ SBE/EBE/ DVBE/OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:
	Total Dollar	Percent Achieved	Printed Name of Person Completing this Form: Title: Date:
TOTAL MBE PARTICIPATION	\$	%	
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATON	\$	%	
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	

MUST BE SUBMITTED WITH EACH INVOICE

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

Project Title		Contract No.	
Company Name		Address	
Contact Person		Phone	

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultants (List All Subconsultants)					
Name, Address, Phone No. of all Subconsultants Listed on Schedule C	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

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

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Total Final Amount Invoiced	\$
------------------------------------	----

Signature of Person Completing this Form	Printed Name	Title	Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

APPENDIX D

CHILD SUPPORT OBLIGATIONS

CHILD SUPPORT OBLIGATIONS

The Los Angeles Administrative Code Section 10.10 requires all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. Proposers must complete and return the enclosed form and agree to comply with all terms and conditions within. Furthermore, Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Child Support Obligations Ordinance.

INSTRUCTIONS

All Proposers **MUST complete and submit** the enclosed Certification of Compliance with Child Support Obligations and include in their response.

Responses submitted without a completed Certification of Compliance with Child Support Obligations **WILL** be deemed non-responsive and disqualified from being considered.

CITY OF LOS ANGELES

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

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

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

City/County/State _____

Date _____

Name of Business _____

Address _____

Signature of Authorized Officer or Representative _____

Print Name _____

Title _____

Telephone Number _____

APPENDIX E

LIVING WAGE ORDINANCE

AND

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Living Wage Ordinance And Service Contractor Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, must comply with the provisions of the Living Wage Ordinance (LWO), Los Angeles Administrative Code Section 10.37 et seq., and the Worker Retention Ordinance (WRO), Los Angeles Administrative Code Section 10.36 et seq.

Forms LW-5, LW-6, and LW-18 will be required from the successful Proposer and their subcontractors within 30 days of contract execution. These forms are available at the [Living Wage Printable Forms and Posters](#) section of BCA's LWO information page.

Proposers who believe that they meet the qualifications for one of the exemptions must apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29).

More detailed information about the ordinances are available on the Bureau of Contract Administration's website at:

<https://bca.lacity.org>

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

The LWO Exemption forms are available here:

Hyperlink:

[Exemption Application \(Form LW-10\)](#)

[Small Business Exemption Application \(Form LW-26\)](#)

[501\(c\)\(3\) Non-profit Exemption Application \(Form OCC/LW-28\)](#)

[Non-Coverage Determination Application \(Form OCC/LW-29\)](#)

Web address:

<https://bca.lacity.gov/Uploads/eeo/2021%20LWO%2010%20-%20OCC%20Exemption%20Application.pdf>

https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf

https://bca.lacity.org/Uploads/lwo/Template_LW 28 - 501c3 Nonprofit Exemption Application.pdf

https://bca.lacity.org/Uploads/lwo/LW29_NonCoverage_Determination_Application.pdf

INSTRUCTIONS

If exemption from the Living Wage Ordinance is **not** claimed, Proposer must complete and return the enclosed compliance form with the response. Additional forms will be required from the successful Proposer within 30 days of contract execution as described above.

If applying for an exemption from the Living Wage Ordinance, Proposer must complete and submit the appropriate exemption form and submit completed form with their response.

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

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

5. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

10. Are there any exemptions available under the Ordinance?

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

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

CITY OF LOS ANGELES
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE
(Los Angeles Administrative Code Section 10.36 et seq)

1. What is the Service Contractor Worker Retention Ordinance?

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

2. What is a successor contractor?

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

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

The **SCWRO** covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

- Earn less than twice the hourly wage without health benefits available under the Living Wage Ordinance, LAAC Section 10.37 et seq.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee.

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

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

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

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

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

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

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

APPENDIX F

CONTRACTOR RESPONSIBILITY ORDINANCE (CRO)

CONTRACTOR RESPONSIBILITY ORDINANCE (CRO)

Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the provisions of the Contractor Responsibility Ordinance, Los Angeles Administrative Code 10.40 et seq. The Contractor Responsibility Ordinance (CRO) requires a determination, via the Responsibility Questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles.

Further information regarding the requirements of the ordinance is available at:

<https://bca.lacity.org/Ordinances>

INSTRUCTIONS

All Proposers **MUST complete, print and submit** the Pledge of Compliance With Contractor Responsibility Ordinance

(<https://bca.lacity.gov/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF>)

Responses submitted without a completed Pledge of Compliance With Contractor Responsibility Ordinance **WILL** be deemed non-responsive and disqualified from being considered.

All Proposers **MUST complete, print and submit** an initial submission of the [Service Contractor Responsibility Ordinance \(CRO\) Questionnaire](https://bca.lacity.org/Uploads/cro/CRO_Personal_Services_Questionnaire_FINAL_01.23.2020.pdf) (<[https://bca.lacity.org/Uploads/cro/CRO_Personal Services Questionnaire FINAL 01.23.2020.pdf](https://bca.lacity.org/Uploads/cro/CRO_Personal_Services_Questionnaire_FINAL_01.23.2020.pdf)>) and include in their response.

Responses submitted without a completed Responsibility Questionnaire **WILL** be deemed non-responsive and disqualified from being considered.

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated ____/____/____ was submitted by the firm.

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: _____

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

- ☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

- ☐ **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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

- ☐ **Joint Venture:** Date formed: ____/____/____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☐ No

If **Yes**, explain the relationship between your firm and the associated firm(s). 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.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

If **Yes**, list 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.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? _____ Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

☐ Yes ☐ No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☐ No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. 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.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 12A. 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 the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ **Yes** ☐ **No**

If **Yes**, please enter the date of the Notice(s).

F. DISPUTES

- 13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☐ Yes ☐ No

- (b) Work performance on a contract?

☐ Yes ☐ No

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

☐ Yes ☐ No

- 13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

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 page 9:

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ **Yes** ☐ **No**

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

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

I. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

☐ **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 or material misrepresentation?

☐ **Yes** ☐ **No**

- (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

☐ Yes ☐ No

- 19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

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 theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:

Signature

Date

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

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

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16A

Check **Yes** in response to Question No. 16A 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 of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

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

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

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

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

OTHERS

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

APPENDIX G

MUNICIPAL LOBBYING ORDINANCE – CEC Form 50

MUNICIPAL LOBBYING ORDINANCE – CEC Form 50

The Municipal Lobbying Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers are required to submit with their response a completed and signed Bidder Certification CEC Form 50 acknowledging that, if the Proposer qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (the exemptions in Los Angeles Municipal Code Section 48.03 do not apply), the Proposer agrees to Bidder Certification CEC Form 50 comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance.

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>

Further information is available at:

<https://ethics.lacity.org/laws/#lobbying>

INSTRUCTIONS

All Proposers **MUST complete and submit** the [Bidder Certification CEC Form 50](https://ethics.lacity.gov/pdf/forms/city/CEC50.pdf) (<<https://ethics.lacity.gov/pdf/forms/city/CEC50.pdf> >) with their response.

Responses submitted without a completed Bidder Certification CEC Form 50 **WILL** be deemed non-responsive and disqualified from being considered.

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ **Original Filing** ☐ **Amendment:** Date of Signed Original _____. Date of Last Amendment _____.

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract) Los Angeles Police Department	
Bidder Name		
Address		
Email Address	Phone Number	

Certification

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

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Name

Signature

Title

Date

APPENDIX H

**BIDDER CAMPAIGN CONTRIBUTIONS AND FUNDRAISING
CEC FORM 55**

Prohibited Contributors (Bidders) CEC Form 55 Campaign Finance Ordinance

Charter Section 470(c)(12) and related ordinances state that proposers may not make campaign contributions to and/or engage in fundraising for any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate from the time they submit a response until either the contract is approved or, for awarded proposers, twelve (12) months after the contract is signed. The proposer who bids on or submits a proposal or other response to a contract solicitation and subcontractors expected to receive \$100,000 or more in work on the contract are subject to limitations on campaign contributions and fundraising. Proposer's principals, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

By submitting the Prohibited Contributors (Bidders) Form 55, as prescribed by the City Ethics Commission, the proposer acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances.

A copy of Los Angeles City Charter §470 can be found at:

<https://ethics.lacity.org/wp-content/uploads/Charter-Sec-470.pdf>

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/2019/01/CFO-20181219-Effective-20190128-Final.pdf>

Further information is available at:

<https://ethics.lacity.org/campaigns/>

INSTRUCTIONS

All Proposers **MUST complete and submit** the [Prohibited Contributors \(Bidders\) Form 55](https://ethics.lacity.gov/pdf/forms/city/CEC55.pdf) (<<https://ethics.lacity.gov/pdf/forms/city/CEC55.pdf>>) with their response.

Responses submitted without a completed Prohibited Contributors (Bidders) Form 55 **WILL** be deemed non-responsive and disqualified from being considered.

The Form 55 instructions can be found at:

https://ethics.lacity.gov/pdf/forms/CEC_Form_55_instructions.pdf

Form 55 Instructions

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INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone
(213) 978-1988 fax
Ethics Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.gov

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, RAMP ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#);
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Awarding Authority (Department awarding the contract): _____

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).

At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes

☐

No

☐

2. SCHEDULE B – Subcontractors and Their Principals (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes

☐

No

☐

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Name

Signature

Title

Date

Schedule A - Bidder's Principals

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

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

☐ Check this box if additional Schedule B pages are attached.

APPENDIX I

FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE (FCIHO)

**Contractors' Use of Criminal History for Consideration of Employment
Applications
Fair Chance Initiative for Hiring Ordinance (FCIHO)**

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

Proposers seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org> and at https://bca.lacity.gov/eoo_fair_chance

A copy of the ordinance can be found at:

<https://bca.lacity.gov/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf>

More information on FCIHO Rules and Procedures Implementing FCIHO along with information on Exceptions, can be found at:

<https://bca.lacity.gov/Uploads/fciho/Fair%20Chance%20Ordinance%20Rules%20and%20Procedure%20Final.pdf>

The FCIHO Frequently Asked Questions (FAQ) can be found at:

<https://bca.lacity.gov/fair-chance>



City of Los Angeles Fair Chance Initiative for Hiring Ordinance: Frequently Asked Questions (FAQ)

This document contains answers to questions that are frequently asked about the City of Los Angeles (City) Fair Chance Initiative for Hiring Ordinance (FCIHO), located at Los Angeles Municipal Code (LAMC) § 189 and Los Angeles Administrative Code (LAAC) § 10.48. The term "Employer" in this FAQ refers to, for purposes of the Municipal Code, a private employer doing business within the City of Los Angeles (LAMC § 189.01), and for the purposes of the Administrative Code, a City Contractor or Subcontractor (LAAC § 10.48.1), unless otherwise noted.

1. What is the effective date of the FCIHO?

The effective date of the FCIHO is January 22, 2017. All Employers must comply with the requirements of the FCIHO commencing on that date. Enforcement of the monetary fines and penalties against Employers under the Municipal Code will not commence until July 1, 2017; however, compliance with the FCIHO is required and Employers may be cited by the City for violations.

2. Who is considered an Employer?

The Municipal Code at LAMC § 189.01(J) defines "Employer" as any individual, firm, corporation, partnership, labor organization, group of persons, association, or other organization however organized, that is located or doing business in the City, and that employs ten or more Employees, including the owner or owners and management and supervisory employees. "Employer" includes job placement and referral agencies and other employment agencies. "Employer" does not include any local governmental unit, or any unit of the state government or the federal government.

The Administrative Code at LAAC § 10.48.1(M) defines "Employer" as any individual, firm, corporation, partnership, labor organization, group of persons, association, or other organization however organized, that enters into a Contract with the City, or a contract with a Contractor or Subcontractor that employs ten or more Employees, including the owner or owners and management and supervisory employees. "Employer" does not include any local governmental unit or any unit of the state government or the federal government.

3. Which Employers are subject to the FCIHO?

Employers with ten (10) or more Employees are subject to the FCIHO. An Employer should count Employees as defined by the Ordinances, which would include owners, management, and supervisory staff if they also meet the definition of Employee.

4. Who is considered an Employee?

Under the Municipal Code, at LAMC § 189.01(I), “Employee” means any individual who:

- 1) Performs at least two hours of work on average each week within the geographic boundaries of the City for an Employer; and
- 2) Qualifies as an employee entitled to payment of a minimum wage from any Employer under the California minimum wage law, as provided under Section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission.

Under the Administrative Code at LAAC § 10.48.1(L), “Employee” means any individual who has Employment with a City Contractor or Subcontractor or with any Employer that enters into a contract with a Contractor or Subcontractor. Employment is defined at LAAC § 10.48.1(N) as any occupation, vocation, job or work performed in the City.

5. Does the FCIHO apply to Applicants who are applying for positions that are exempt from the state minimum wage?

Yes, LAMC § 189.01(B) and LAAC § 10.48.1(B) define Applicant as an individual who submits an application or other documentation for Employment. The Ordinances make no distinction based on whether the Applicant would be exempt from payment of a California minimum wage or not. However, for the purpose of determining an Employer's number of Employees, the Municipal Code provides that an Employee must, in addition to working at least two hours on average each week within the City of Los Angeles, be entitled to payment of a minimum wage under the state's Labor Code and wage orders.

6. Does the size of an Employer's business include employees working outside the City of Los Angeles?

For the purpose of the Municipal Code at LAMC § 189.01(I), an Employee must work at least two hours on average each week within the City of Los Angeles.

For purposes of the Administrative Code, there is no requirement that an Employee work any hours within the city of Los Angeles.

7. What are the boundaries or zip codes that comprise the City of Los Angeles?

To determine if a workplace or job site lies within the City limits, you may use Neighborhood Info (<http://neighborhoodinfo.lacity.org/>). Follow the exact instructions of this website. If an address is located within the boundaries of the City and is correctly entered, then the search will locate the address on the map with detailed address information.

8. **Can Employers include a general disclaimer on Employment questions regarding whether an Applicant has a Criminal History such as this?**

“Applicants for a position located within a Fair Chance jurisdiction are not to answer this question.”?

Yes, so long as it is made clear that the City of Los Angeles is a Fair Chance jurisdiction and the statement directly follows any application question regarding an Applicant's Criminal History.

9. **What format should Employers use to state that they will consider qualified Applicants with Criminal Histories in all solicitations or advertisements?**

Below is a sample format that an Employer may use:

“We will consider for employment all qualified Applicants, including those with Criminal Histories, in a manner consistent with the requirements of applicable state and local laws, including the City of Los Angeles’ Fair Change Initiative For Hiring Ordinance.”

10. **How do temporary staffing agencies comply with the requirements surrounding the Conditional Offer of Employment?**

According to LAMC § 189.01(J), "Employer" includes job placement and referral agencies and other employment agencies. LAMC § 189.02(B) states that an Employer shall not, at any time or by any means, inquire about or require disclosure of an Applicant's Criminal History unless and until a Conditional Offer of Employment has been made to the Applicant.

If the Employer intends to inquire about an Applicant's Criminal History, then a Conditional Offer of Employment must have been made to the Applicant. This includes both the placement of the Applicant on a staffing agency's referral or placement list and the Employer's acceptance of the referral or placement.

11. **Does the FCIHO require Employers to conduct a Criminal History check?**

The FCIHO does NOT require an Employer to perform a Criminal History check on an Applicant. The FCIHO requires that a Criminal History check can only be made, if at all, after a Conditional Offer of Employment has been made.

12. **What does the FCIHO require of Employers seeking Applicants over online advertisements or solicitations?**

Employers who place advertisements or solicitations online must state that they will consider for employment qualified Applicants with Criminal Histories in a manner consistent with the requirements of the FCIHO (See [Question #9](#)).

13. **Can Employers advertise that they are seeking or require Applicants with a Criminal History?**

The FCIHO does not prohibit an Employer from advertising that they are seeking or require Applicants with Criminal Histories.

14. Are there any exemptions that apply to my business?

Under Regulation #3 – Exception, Employers may assert the application of an exception to defend against enforcement of the FCIHO, and they have the burden of proving the exception by a preponderance of the evidence. The Bureau of Contract Administration (BCA) will investigate if an exception is applicable to the particular position and will make a determination. BCA will not assume that an exception will apply to all of an Employer's positions.

An Employer claiming an exception must be able to show that the position falls under LAMC § 189.07 or LAAC § 10.48.7. The BCA requires the Employer to keep a record of their use of such exception for a period of three (3) years following the receipt of an Applicant Employment application. Keeping an exception log will help the Employer respond to the BCA's requests for information. The exception log should include the following:

- 1) Which exception(s) is claimed; and
- 2) How the position fits into the exception and the federal or state law or regulation, or other appropriate legal authority allowing the exception.

The BCA recommends Employers availing themselves of an exception to the FCIHO to inform Applicants of the exception they believe applies.

The FCIHO does not apply to the actions of Employers or their agents that are taken pursuant to any state or federal law or other appropriate legal authority that requires criminal background checks for Employment purposes or bars Employment based on Criminal History. Retaliation and other provisions of the FCIHO may still apply.

15. Is there an exception in the FCIHO for performing an emergency hire?

No exceptions exist in the FCIHO for emergency hires. There is no requirement that Employers conduct criminal background checks. However, if an Employer wants to examine an Applicant's Criminal History then they must do so in accordance with the FCIHO.

16. What if my business requires the Applicant to have a license?

The FCIHO applies to an Employer whose Employees must be licensed or approved by a government agency. In such a case, an Employer can only ask whether an Applicant has the required license or can obtain one within an acceptable period of time. Any inquiry into an Applicant's criminal record – before a Conditional Offer of Employment is made – is not allowed. However, if the governmental licensure or approval requirements provide that Applicants cannot have a Criminal History, then that may constitute an exception under LAMC 189.07 and LAAC 10.48.7 for inquiring into an Employment Applicant's Criminal History.

17. As a complainant, what information am I entitled to during the investigative period of the case?

While the investigative team of OWS is not able to provide details of a case and/or investigation while it is ongoing, such as specific details or interactions with other parties, the investigative team of OWS will be able to provide a general status update to the complainant.

This FAQ is intended as general information only and is not intended to bind the City of Los Angeles in any enforcement action.

The Bureau of Contract Administration (BCA) is providing this information as a public service. This information and related materials are presented to provide the public additional information on the implementation of the Los Angeles Fair Chance Initiative for Hiring Ordinance. Please be aware that while the BCA tries to keep the information timely and accurate, there may be a delay between official publications of the materials and the revision of this FAQ. Therefore, the BCA does not make, express, or imply guarantees. The BCA will make every effort to correct errors brought to our attention.

The City of Los Angeles can only advise Employers how to comply with the Los Angeles Fair Chance Initiative for Hiring Ordinance. It cannot advise an Employer how to comply with state or federal law.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Email: wagesla@lacity.org
Phone: 1-844-WAGESLA (924-3752)
Website: <http://wagesla.lacity.org>

APPENDIX J

STATEMENT OF NON-COLLUSION

NON-COLLUSION AFFIDAVIT

Pursuant to Los Angeles Administrative Code Section 10.15, each response must include a statement submitted and signed by the proposer under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the proposer has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the proposer has not in any manner sought by collusion to secure an advantage over any other proposer.

INSTRUCTIONS

All Proposers **MUST complete and submit** the enclosed Non-Collusion Affidavit and include in their response.

Responses submitted without a completed Non-Collusion Affidavit **WILL** be deemed non-responsive and disqualified from being considered.

NON-COLLUSION AFFIDAVIT

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

I, _____, depose and say that I am
_____, of _____,
("President," "Vice-President," etc.) (Insert Name and address of Organization)

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

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

(Corporate Seal)

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

(Signature)

APPENDIX K

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

IRAN CONTRACTING ACT OF 2010

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

INSTRUCTIONS

All Proposers **MUST** complete, print, and submit the Iran Contracting Act of 2010 Compliance Affidavit and include in their response.

Responses submitted without a completed Iran Contracting Act of 2010 Compliance Affidavit **MAY** be deemed non-responsive and disqualified from being considered.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

OPTION #2: EXEMPTION

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

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

APPENDIX L

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 adopted a Motion (CF 92-0021) on January 7, 1992 that requires proposers/bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. In order to comply with this Motion, please provide the following information:

Organization: _____

Corporate or Main Office Address: _____

Total Number of Employees
Employed by Company or Organization: _____

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

Percentage of the Total Workforce
Employed in the City of Los Angeles: _____

The Address of Any Branch
Office(s) within the City of
Los Angeles: _____

Workforce in Each City of Los Angeles
Branch Office: _____

Percentage of Workforce in Each City
of Los Angeles Branch Office residing
in the City of Los Angeles: _____

Percentage of Workforce in Each Los
Angeles Branch Office employed in the
City of Los Angeles: _____

APPENDIX M

CONTRACT HISTORY FORM

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution (Council File 98-1331) on July 21, 1998 requiring that all Proposers responding to a procurement solicitation must supply in their response a list of all City of Los Angeles contracts held by the proposer or any affiliated entity during the preceding 10 years.

INSTRUCTIONS

All Proposers **MUST complete and submit** the enclosed City of Los Angeles Contract History Form and include in their response.

Responses submitted without a completed City of Los Angeles Contract History Form **MAY** be deemed non-responsive and disqualified from being considered.

CITY OF LOS ANGELES CONTRACT HISTORY

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

Were any contracts held with the City of Los Angeles in the last 10 years?

☐ Yes ☐ No

Department with which Contract Held		Contract Dates	Services/Goods Provided	Contract Amount	Contract Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Name of Organization

Title

Print Name

Date

Signature

APPENDIX N

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Proposers awarded a contract through this procurement process must comply with the Americans with Disabilities Act and execute the Certification of Compliance with the Americans with Disabilities Act prior to the execution of a contract.

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, the successful Proposer **MUST complete and submit** the enclosed Certification of Compliance with the Americans with Disabilities Act.

This form is not required with the Response and need not be attached to the Response.

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

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

Contract Number: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

APPENDIX O

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

Per City of Los Angeles Ordinance No. 187121 and LAAC § 10.25, et seq., the City is committed to maximizing opportunities for local businesses and local small businesses in Los Angeles County, business entities working with the hardest-to-employ populations. It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The new Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein.

Effective March 27, 2024, the Local Business Preference Program (LBPP) was modified in regards to awarding preferences for contracts valued over \$150,000. The details of these changes are outlined in the City of Los Angeles Ordinance No. 188111. The attached template is included as a resource on how the LBPP is calculated and incorporated in the evaluation process.

INSTRUCTIONS

Proposers interested in participating in the LBPP must complete a Local Business Enterprise (LBE), Local Small Business (LSB), and/or Local Transitional Employer (LTE) application. The required Applications/Renewals will only be accepted and processed through RAMP. Instructions for applying for certifications are available on the RAMP Support page at <https://www.rampla.org/s/support>.

This form is not required with the Response and need not be attached to the Response.

PROPOSALS

(Pages LBPP-1 through LBPP-7)
LBPP Citywide RFP (Rev. 10/02/2024)

CITY OF LOS ANGELES
REQUEST FOR PROPOSALS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
City of Los Angeles Ordinance No. 188111, Article 4, Sections 10.25, *et seq.*
of the Los Angeles Administrative Code

Local Business Prime- County (LBE)	6%
------------------------------------	----

Local Small Business (LSB) or subcontracts with LSB	2%
---	----

Local Transitional Employer (LTE) or subcontracts with LTE	2%
--	----

*The maximum combined preference for an LBE shall not exceed 10%.

Or

Local Business Prime- City (CBE)	10%
----------------------------------	-----

LSB or subcontracts with LSB	2%
------------------------------	----

LTE or subcontracts with LTE	2%
------------------------------	----

*The maximum combined preference for a CBE shall not exceed 12%.

Or

LBE, CBE, LSB, LTE Subcontractor(s)	Up to 5%
-------------------------------------	----------

*NOTE: Local Business Preference Program information and/or assistance may be obtained through the City's Office of Contract Compliance at bca.biphelp@lacity.org or RFP Program Manager: TBD , 213-XXX-XXXX or opgrfp@lapd.online

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

General

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

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

Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the BCA/OCC requires that the prospective Local or City Business submit an affidavit attesting to its qualifications as a Local or City Business on the Regional Alliance Marketplace for Procurement Los Angeles (RAMPLA) website. An affidavit form is available to be downloaded on the RAMPLA website at <http://www.rampla.org>. Local or City Business qualification determinations by any entity other than BCA/OCC, or by any means other than submission of an affidavit on RAMPLA, shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. An entity must be listed on RAMPLA as a Local Business, City Business, Local Small Business and/or Local Transitional Employer prior to the proposal due date and time in order to participate in the LBPP. If an affidavit is submitted prior to the proposal deadline, but has not been verified by BCA/OCC, the Awarding Authority may request that the BCA/OCC expedite the affidavit by submitting documentation demonstrating that the Local Business or City Business verification would result in a change of award recommendation. In this instance, the status as a Local Business or City Business will be based on the date the affidavit was submitted.

Definitions

1. **"Article"** means the Local Business Preference Program, as codified in Article 4 of the Los Angeles Administrative Code, Sections 10.25, *et seq.*, as most recently amended by City of Los Angeles Ordinance No. 188111, effective March 27, 2024.
2. **"Awarding Authority"** means the governing body, board, officer, or employee of the City authorized to award a Contract and includes a department that has control of its own funds if the department adopts policies consistent with the provisions of this article. The Proprietary Departments, the Departments of Recreation and Parks, and the Library are strongly encouraged to adopt local preference programs consonant with the provisions of the Article.
3. **"Bid Price"** means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts this may include, but not be limited to, a Cash Discount, or Combined Award Discount.
4. **"Cash Discount"** means a reduction in the full cost of a good or service when payment is made within a specified period of time: *e.g.*, 2% 10 net 30.
5. **"City Business Enterprise"** (CBE) means a certified Local Business that is located within City of Los Angeles boundaries, that is, a business entity that occupies work space within the City, is in compliance with all applicable City licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the City and physically conducts and manages all of its operations from a location in the City; (2) that at least 50 of its full time employees perform work within the boundaries of the City at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the City at minimum 60 percent of their total, regular hours worked on an annual basis.
 - a. A business entity with multiple locations within the City, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the City to qualify as a City Business..
 - b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in the City.
 - c. A joint venture must be a legally established entity and be certified as a CBE to participate in the LBPP as a CBE. Individual CBE certification by one or more of the joint venture partners will not be considered sufficient to qualify as a CBE. For more information, see "Local Business" definition below.
6. **"Combined Award Discounts"** (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of

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

7. **“Contract”** means a written agreement over \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.

8. **“Contractor”** means the person, business or entity awarded the Contract by the Awarding Authority.

9. **“Dealer” or “Supplier”** means any Person who owns, operates, or maintains a store, warehouse, or other establishment in the County of Los Angeles in which the equipment, goods, or materials of the general character described in the Proposal specifications and required under the Contract are regularly sold or leased to the public from its own inventory or otherwise procured in the usual course of its business. A “Dealer” or “Supplier” does not include a packager, broker, manufacturer’s representative, or other person who arranges or expedites a transaction without taking ownership of the finished or assembled equipment, goods or materials prior to the sale or lease to the City.

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

a. A business entity with multiple locations within the County, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.

b. A business entity awarded a City contract under the LBPP as an LBE, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.

c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP as an LBE. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation as an LBE.

d. A firm that is certified as a Local Small Business Enterprise (LSBE) with the Los Angeles County Office of Small Business will be verified as an LBE on RAMPLA

upon request through the LBE affidavit, assuming the LSBE meets the certification qualifications.

11. "Local Subcontractor" means a subcontractor that is certified by the DAA as a Local Business (LBE), a City Business (CBE), a Local Small Business (LSB) and/or a Local Transitional Employer (LTE) and which is designated by the Contractor in the Proposal.

Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 6% preference credit to their proposal in excess of \$150,000.00. A Local Business that is also a City Business shall be awarded an additional 4% preference credit.

2. Subject to the maximum preference awards and value cap set forth in No. 6, below, a Contractor that qualifies as a Local Business or a City Business and also qualifies as a Local Small Business or Local Transitional Employer will receive an additional 2% preference credit for each additional certification.

3. A Local Business that is not eligible for the additional preference, but that identifies a Subcontractor(s) that is certified by the DAA as a Local Small Business or a Local Transitional Employer (LTE), shall receive up to a maximum of 2% preference for each additional certification. The additional preference under this subsection shall be applied as follows:

a. A Local or City Business that identifies a Subcontractor certified by the DAA as a Local Small Business shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.

b. A Local or City Business that identifies a Subcontractor certified as a Local Transitional Employer shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.

c. The Proposal must identify each Local Subcontractor, the proposed work of the Local Subcontractor, and the cost of the work for each Local Subcontractor.

4. A Proposal that does not qualify for the Local Business or City Business Preference may receive up to a 5% preference if it identifies at least one Local Subcontractor that is certified by the DAA as a Local Business, City Business, Local Small Business, or Local Transitional Employer.

a. The Proposal must identify each Local Subcontractor, the proposed work of the Local Subcontractor, and the cost of the work for each Local Subcontractor.

b. The Subcontractor preference shall be applied to Proposals, where a 1%

preference will be received for every 10% percent of the cost of the proposed work to be performed by the qualifying Local Subcontractor.

5. Preferences shall only be awarded when a minimum of two-thirds of the services provided under the contract are performed in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business or City Business acts as a supplier or dealer (for a minimum of two thirds of the work), or designs, manufactures, or assembles the equipment, goods or materials, and where a minimum of two thirds of the work, based on the dollar amount under the Contract, is performed by a Local Business in Los Angeles County or by a City Business in the City of Los Angeles.

6. The maximum combined preferences that may be awarded to a Proposal under this article shall not exceed 10% for a Local Business, 12% for a City Business, or 5% for a Contractor that does not qualify as a Local or City Business, but identifies at least one qualified Local Subcontractor to perform work in the Proposal. The value of the combined preferences shall not exceed one million dollars.

7. A proposal preference does not reduce the contract amount.

8. In the event a Local Business or City Business bids on a City contract, and is determined by the Awarding Department, after the proposal deadline, to not qualify as a Local Business or City Business, the business will be eligible for a Local Subcontractor Preference of up to 5%, if it has identified at least one qualifying Local Subcontractor to perform work under the contract.

a. The above provision shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business or City Business through misleading or false statements.

b. It is the responsibility of the business registered on RAMPLA as a certified Local Business or City Business to inform BCA via email at bca.certifications@lacity.org, within 7 days of any change that results in the business no longer meeting LBPP certification criteria. Failure to do so shall be construed as a misleading and/or false statement.

Failure to Comply & Penalties

1. The penalties in paragraph 2 below may be assess on a Contractor under the following circumstances:

a. Upon receipt of information by the Awarding Authority which indicates that the business no longer qualifies as a Local Business, City Business, Local Small Business and/or Local Transitional Employer for more than 60 days during the duration of the Contract.

- b. If the Contractor is unable to, or fails to, replace within 60 days a Local Subcontractor, which provided the basis for a Local Subcontractor Preference and which is unable to, or does not, perform the work under the Contract, with another qualifying Local Subcontractor.
 - c. In the event that an investigation reveals that a business fraudulently represented itself as a Local Business or City Business for the purpose of gaining a preference under the LBPP.
- 2. The Awarding Authority may impose the following penalties:
 - a. An amount representing the value of the proposal preference, which is determined by multiplying the Contract dollar amount by percentage of the preference evaluation points awarded to the Contractor.
 - b. Additional costs and expenses to the City resulting from the Contractor's failure to comply with the Article.
 - c. Termination of all or part of the Contract.
 - d. Ineligibility for consideration for Local Business or City Business status for up to five years following the date of disqualification as a Local or City Business under No. 1.a. or 1.c., above.
- 3. Exception: Any Local Small Contractor that is found to have ascended to an income level that exceeds the maximum requirement of the certification qualifications as a Local Small Business during the execution of the Contract will not be subject to penalties under these procedures. In this instance, the Contractor's certification status will remain intact for the duration of the executed Contract. However, the executed Contract shall have no bearing on the Contractor's certification status for any future or pending bids, proposals, qualifications or quotes submitted for any other City contracting opportunities.

Complaints and Protests

- 1. All complaints and/or protests regarding qualifying Local Businesses, City Business and Local Subcontractors, including Local Small Businesses and Local Transitional Employers, claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigation. Complaints must be accompanied by documentation which substantiates the complainant's allegations.
- 2. Any complaints that meet the criteria of No. 1 may be investigated by BCA/OCC in its role as the Designated Administrative Agency (DAA).

Submit complaints to:

By Mail

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

By Email

bca.biphelp@lacity.org

APPENDIX P

INTERNAL REVENUE SERVICE FORM W-9

Request for Taxpayer Identification Number and Certification

INTERNAL REVENUE SERVICE FORM W-9

Request for Taxpayer Identification Number and Certification

The City of Los Angeles requires all firms and individuals doing business with the City of Los Angeles to complete a Form W-9, as required by the Internal Revenue Service (IRS), in order for the City to conduct financial transactions with said entities, such as returning proposal deposits, or processing payments.

Further information regarding the requirements is available at:
<https://www.irs.gov/forms-pubs/about-form-w-9>

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Proposer **MUST complete and submit** IRS Form W-9.

The IRS Form W-9 is available at:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form is not required with the Response and need not be attached to the Response.