STANDARD CONTRACT PROVISIONS

The following sections are standard contract provisions for the Harbor Department. In submitting a proposal, proposer agrees to accept these terms without change. If your firm cannot agree to the following requirements, exactly as set forth below, please do not submit a proposal.

Affirmative Action

Consultant, during the performance of the Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of the employee’s or applicant’s race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of the agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit A.

Small/Very Small Business Enterprise Program

It is the policy of the Department to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit B.

NOTE: All consultants and subconsultants must be registered on the City’s Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at http://www.labavn.org, at the time proposals are due.

Business Tax Registration Certificate

The City of Los Angeles, Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department. See Exhibit D.

Indemnity and Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer’s broker must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer’s coverage, or that the broker is able to provide such coverage.
should the proposer be selected. The broker must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award. ACORD certificates will not be accepted.

Indemnification

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

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting insurance documents. Consultant’s insurance broker or agent shall register with the City’s online insurance compliance system KwikComply at http://kwikcomply.org and follow the instructions to register and submit the appropriate proof of insurance on Consultant’s behalf.

Carrier Requirements

All insurance which Consultant is required to provide pursunt to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best’s Insurance Guide. Carriers without a Best’s rating shall meet comparable standards in another rating service acceptable to City.

Primary Coverage

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department’s program shall be excess of this insurance and non-contributing.

Notice Of Cancellation

By terms of the contract, the Consultant agrees to maintain all required insurance in full force for the duration of the contractor’s business with the City of Los Angeles Harbor Department. Each insurance policy described below shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days’ prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.
Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts an types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' written notice to Consultant.

Renewal of Policies

At least thirty (30) days prior to the expiration of any policy, Consultant shall direct their insurance broker or agent to submit to the City’s online insurance compliance system KwikComply at http://kwikcomply.org a renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified below. If Consultant neglects or fails to secure or maintain the insurance required below, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect the City’s interests. The cost of such insurance will be deducted from the next payment due Consultant.

Policy Copies

Upon request by City, Consultant must furnish copy of full certified policy of any insurance policy required herein. This requirement shall survive the termination or expiration date of this contract.

Limits of Coverage

If the Consultant maintains higher limits than the minimums shown below, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Right to Self-Insure

Upon written approval by Executive Director, Consultant may self-insure if the following conditions are met:

a. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.

b. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.

c. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

d. Consultant agrees that any insurance carried by Department is excess of Consultant’s self-insurance and will not contribute to it.
e. Consultant provides the name and address of its claims administrator.

f. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to the Executive Director's consideration of approval of self-insurance and annually thereafter.

g. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.

Consultant has complied with all laws pertaining to self-insurance.

General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best’s is not available) within Consultant’s normal limits of liability but not less than One Million Dollars ($1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant’s insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best’s Insurance Guide (or an alternate guide acceptable to City if Best’s is not available) within Consultant’s normal limits of liability but not less than One Million Dollars ($1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-
days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Workers’ Compensation and Employer’s Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires 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 the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers’ Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers’ Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker’s compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

Conflict of Interest

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

Compliance with Applicable Laws

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of the Executive Director.

Governing Law / Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

Termination Provision

The Board of Harbor Commissioners, in its sole discretion, shall be able to terminate and cancel all or any part of the Agreement it enters into with the selected Consultant for any reason upon giving the Consultant ten (10) days’ notice in writing of its election to cancel
and terminate the Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Consultants to perform the services described in the Agreement either during or after the term of the Agreement.

Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

2. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

Trademarks, Copyrights, and Patents

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.
Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to _____________, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

Termination Due to Non-Appropriation of Funds

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60 day period. The Consultant is responsible for maintaining all insurance and bonds during this 60 day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.
Taxpayer Identification Number

The Internal Revenue Service (IRS) requires that all Consultants and suppliers of materials and supplies provide a Taxpayer Identification Number (TIN) to the party that pays them. Consultant declares that its authorized Taxpayer Identification Number (TIN) is _________. No payments will be made under the Agreement without a valid TIN.

Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City’s Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

Wage and Earnings Assignment Orders/Notices of Assignments

Consultant and/or any subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or subconsultant’s employees.

Consultant and/or subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and/or subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code § 5230 et seq. Consultant or subconsultant will maintain such compliance throughout the term of the Agreement.

Equal Benefits Policy

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit D.

State Tidelands Grants

The Agreement will be entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, the Agreement will at all times be subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled “An Act Granting
to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City,” approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of the Agreement and the terms contained therein must be consistent with such limitations, conditions, restrictions and reservations.

Contract Solicitations Charter Section 470 (c) (12)

Persons who submit a response to this solicitation (proposers) are subject to Charter section 470 (c) (12) and related ordinances. As a result, 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, 12 months after the contract is signed. The proposer’s principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC form 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). The form requires proposers to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 50 and 55 may 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.lacity.org.
EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

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

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

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City’s supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
   1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
   2. Classroom preparation for the job when not apprenticeable;
   3. Pre-apprenticeship education and preparation;
   4. Upgrading training and opportunities;
   5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
   6. The entry of qualified women, minority and all other journeymen into the industry; and
   7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.
The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City’s contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at http://www.labavn.org, to outreach to potential subcontractors.

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of $3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. Based on the work to be performed, it has been determined that the percentage of small business participation will be __%, including ___% VSBE participation. The North American Industry Classification System (NAICS) Code for the scope of services is _________.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation paid under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant’s noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City’s audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Consultant Description Form, when signed, will signify the Consultant’s intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the LABAVN by the time proposals are due.
AFFIDAVIT OF COMPANY STATUS

“The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Consultant Description Form is true and correct and include all material information necessary to identify and explain the operations of

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement.”

(1) Small/Very Small Business Enterprise Program: Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

☐SBE  ☐VSBE  ☐MBE  ☐WBE  ☐DVBE  ☐OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of $3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.
(2) Please indicate the **Local Business Enterprise** status of your company. Only one box must be checked:

- [ ] LBE
- [ ] Non-LBE

- A **Local Business Enterprise (LBE)** is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. “Headquartered” shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.

- A **Non-LBE** is any business that does not meet the definition of a LBE.

---

Signature: ____________________________

Title: ________________________________

Printed Name: ________________________

Date Signed: _________________________
Consultant Description Form

PRIME CONSULTANT:
Contract Title: __________________________________________________________
Business Name: ______________________________  LABAVN ID#: ______________
Award Total: $ ______________________________
Owner's Ethnicity: _____ Gender _____ Group: SBE   VSBE   MBE   WBE   DVBE   OBE (Circle all that apply)
Local Business Enterprise:  YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: ________________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (         ) ___________________   FAX: (         ) _________________
Contact Person/Title: ______________________________________________________
Email Address: __________________________________________________________

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: ______________
Award Total: (% or $): ______________
Services to be provided: __________________________________________________
Owner's Ethnicity: _________ Gender _____ Group: SBE   VSBE   MBE   WBE   DVBE   OBE (Circle all that apply)
Local Business Enterprise:  YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: ________________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (         ) ___________________   FAX: (         ) _________________
Contact Person/Title: _____________________________________________________
Email Address: __________________________________________________________

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: ______________
Award Total: (% or $): ______________
Services to be provided: __________________________________________________
Owner's Ethnicity: _________ Gender _____ Group: SBE   VSBE   MBE   WBE   DVBE   OBE (Circle all that apply)
Local Business Enterprise:  YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: ________________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (         ) ___________________   FAX: (         ) _________________
Contact Person/Title: _____________________________________________________
Email address: __________________________________________________________
Consultant Description Form

SUBCONSULTANT:
Business Name: ____________________________ LABAVN ID#: _______________
Award Total: (% or $): ________________
Services to be provided: __________________________________________________
Owner's Ethnicity: _______ Gender _____ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: ( ) ___________________ FAX: ( ) ___________________
Contact Person/Title: ____________________________________________________
Email Address: _________________________________________________________

SUBCONSULTANT:
Business Name: ____________________________ LABAVN ID#: _______________
Award Total: (% or $): ________________
Services to be provided: __________________________________________________
Owner's Ethnicity: _______ Gender _____ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: ( ) ___________________ FAX: ( ) ___________________
Contact Person/Title: ____________________________________________________
Email Address: _________________________________________________________

SUBCONSULTANT:
Business Name: ____________________________ LABAVN ID#: _______________
Award Total: (% or $): ________________
Services to be provided: __________________________________________________
Owner's Ethnicity: _______ Gender _____ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: ( ) ___________________ FAX: ( ) ___________________
Contact Person/Title: ____________________________________________________
Email Address: _________________________________________________________
EXHIBIT C
PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

ROADMAP FOR APPLICANTS

Should I apply?
If your firm is currently certified with any of the following agencies, you do NOT need to submit the SBE (Proprietary) Application:
- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB) and Micro Business (MB)
- California Department of Transportation (CALTRANS) - Small Minority/Women Business Enterprise (SMBE/SWBE)
- L.A. County Metropolitan Transportation Authority (METRO) – Small Business Enterprise (SBE)
- US Women’s Chamber of Commerce (USWCC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- National Women Business Owners Corporation (NWBCC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- Women’s Business Enterprise National Council (WBE NC) - Women-Owned Small Business (WOSB)
- City of Los Angeles – Small Local Business (SLB)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)

CUCP Agencies include:
- California Department of Transportation (CALTRANS)
- Central Contra Costa Transit Authority (CCCTA)
- L.A. County Metropolitan Transportation Authority (METRO)
- San Francisco Bay Area Rapid Transit District (BART)
- San Francisco Municipal Transportation Agency (SFMTA)
- Santa Clara Valley Transportation Authority (VTA)
- City of Fresno
- City of Los Angeles
- San Diego County Regional Airport Authority (SANC)
- San Francisco International Airport (SFO)
- San Mateo County Transit District (SAMTRANS)

If you are certified by one of the agencies listed above you may add SBE (Proprietary) to your LABAVN profile for verification or check the Bid/Proposal documents for the Department’s instruction regarding verification of certification.

If your firm is not currently certified with one of the above agencies, answer these questions:
- Is your firm an independently-owned and operated business?
- Is your firm a small business that meets the size criteria set forth by the Small Business Administration 8(a) Business Development Program or the State of California DGS Small Business Program?
- Is your firm organized as a for-profit business?

If you answered “Yes” to all of the questions above, you may be eligible to be certified as an SBE (Proprietary)

Complete the attached application and include all of the required documents listed on the checklist of SUPPORTING DOCUMENTATION at the end of this form.

Send completed application to:
CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Bureau of Contract Administration
Office of Contract Compliance – Centralized Certification Administration
1149 S. Broadway, Ste. 300
Los Angeles, CA 90015

For Assistance:
Call (213) 647-2694

Where can I find more information?
- State of California SBE program: [http://www.dgs.ca.gov/odc/Programs/Osds/GetCertified.aspx](http://www.dgs.ca.gov/odc/Programs/Osds/GetCertified.aspx)
- Small Business Administration 8(a) Business Development, WOSB, and EDWOSB Programs: [http://www.sba.gov](http://www.sba.gov)
- SBA Size Standards: [www.sba.gov/sites/default/files/Size_Standards_Table.pdf](http://www.sba.gov/sites/default/files/Size_Standards_Table.pdf)
- Port of Los Angeles Small Business Enterprise (SBE) and VSBE Program information - [https://www.portoflosangeles.org/business/sbe.asp](https://www.portoflosangeles.org/business/sbe.asp)

KEEP THIS PAGE FOR YOUR REFERENCE

Rev 12/15/2016
EXHIBIT C
PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

Please answer the following:

Which Department referred you to the Office of Contract Compliance for Proprietary SBE Certification? (You must check only one box)

☐ Department of Water and Power
☐ Harbor Department
☐ Los Angeles World Airports

Are you currently bidding or participating on a City Project?

☐ NO ☐ YES

If yes, please provide the following information:

Project Name: ______________________________

BAVN ID#: ________________

Bid/RFP Number: ______________________

Due Date: ________________________
## I. GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Has your firm been certified by another certifying agency?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, which agency &amp; certification (e.g. SBE, MBE, WBE, DBE, etc.):</td>
<td>Has firm ever been denied certification?</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>If yes, which agency &amp; date:</td>
<td></td>
</tr>
<tr>
<td><strong>Legal Business Name</strong></td>
<td>Fictitious or doing business as (DBA) name(s):</td>
<td></td>
</tr>
<tr>
<td><strong>Street Address of principal office location (do not use PO Box)</strong></td>
<td><strong>City</strong></td>
<td><strong>State</strong></td>
</tr>
<tr>
<td><strong>Mailing Address (if different)</strong></td>
<td><strong>City</strong></td>
<td><strong>State</strong></td>
</tr>
<tr>
<td><strong>Federal Employer ID number (FEIN)</strong></td>
<td><strong>Date Firm Established:</strong></td>
<td><strong>Webpage Address:</strong></td>
</tr>
<tr>
<td><strong>Primary point of contact:</strong> (Name &amp; title)</td>
<td><strong>Phone Number:</strong></td>
<td><strong>Fax Number:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Other Phone Number:</strong></td>
<td><strong>Email Address:</strong></td>
</tr>
</tbody>
</table>

### Addresses of Other Locations, Facilities, Storage Spaces, etc. (Attach additional pages if necessary)

| Description (e.g. storage, field office, factory) | **City** | **State** | **ZIP** |
| Description (e.g. storage, field office, factory) | **City** | **State** | **ZIP** |

**Method of acquisition:**
- [ ] Started new business
- [ ] Purchased existing business
- [ ] Inherited business

**Other (explain):**

**Business structure:**
- [ ] Sole proprietorship
- [ ] Partnership
- [ ] Corporation
- [ ] LLC
- [ ] Joint venture

**Type of business:**
- [ ] Construction
- [ ] Manufacturing
- [ ] Service/Consulting
- [ ] Wholesaler/retailer
- [ ] Distributor/broker
- [ ] Concession
- [ ] Trucker
- [ ] Other

**If type of business is construction, provide:**

**Contractor's license number**

**License classification code(s):**

Enter firm's average number of employees for the last four quarters including all employees that are in California, out of state, and/or out of the country. (If in business less than a year, average the number of employees over the number of quarters that you have been in business)

<table>
<thead>
<tr>
<th>Number of: Owners</th>
<th>Officers</th>
<th>Directors</th>
</tr>
</thead>
</table>

Has firm ever existed under different ownership?  
- [ ] Yes
- [ ] No

If yes, provide previous ownership, business structure, date the change occurred, and brief explanation of change:
## II. OWNERSHIP (ATTACH ADDITIONAL PAGES IF NECESSARY)

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL OWNER(S) SHAREHOLDER(S) AND/OR CORPORATE OFFICERS</th>
<th>TITLE</th>
<th>% OWNERSHIP</th>
<th>HOME ADDRESS (STREET, CITY, STATE, ZIP)</th>
</tr>
</thead>
<tbody>
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</table>

## III. AFFILIATE BUSINESS RELATIONSHIP(S) - DO NOT LEAVE BLANK OR ENTER N/A

DURING THE PREVIOUS THREE (3) TAX YEARS DID ANY OWNER/OFFICER:

1. HAVE OWNERSHIP INTEREST IN ANOTHER BUSINESS?  YES ☐  NO ☐
2. SHARE OR HAVE COMMON MANAGEMENT WITH ANOTHER BUSINESS?  YES ☐  NO ☐
3. SHARE OR HAVE COMMON OWNERS WITH ANOTHER BUSINESS?  YES ☐  NO ☐
4. HAVE A FAMILY MEMBER(S) ENGAGED IN A SIMILAR BUSINESS ACTIVITY?  YES ☐  NO ☐
5. HAVE A FINANCIAL RELATIONSHIP WITH ANOTHER BUSINESS CONSISTING OF A LOAN AND/OR ASSISTANCE, BOND, SECURITY, OR CREDIT REQUIREMENTS?  YES ☐  NO ☐
6. HAVE A LONG-TERM OR PERMANENT CONTRACTUAL RELATIONSHIP WITH ANOTHER BUSINESS?  YES ☐  NO ☐
7. SHARE FACILITIES, EQUIPMENT, OR SYSTEMS WITH ANOTHER BUSINESS?  YES ☐  NO ☐
8. SHARE EMPLOYEES WITH ANOTHER BUSINESS?  YES ☐  NO ☐

IF YOU ANSWERED YES TO ANY OF THE ABOVE, PROVIDE THE FOLLOWING INFORMATION FOR EACH BUSINESS THAT APPLIES TO EACH “YES” RESPONSE (ATTACH ADDITIONAL PAGES IF NECESSARY)

<table>
<thead>
<tr>
<th>1)OWNER/OFFICER NAME</th>
<th>2)OWNER/OFFICER NAME</th>
<th>3)OWNER/OFFICER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS NAME</td>
<td>BUSINESS NAME</td>
<td>BUSINESS NAME</td>
</tr>
<tr>
<td>BUSINESS ADDRESS</td>
<td>BUSINESS ADDRESS</td>
<td>BUSINESS ADDRESS</td>
</tr>
<tr>
<td>NATURE OF BUSINESS</td>
<td>NATURE OF BUSINESS</td>
<td>NATURE OF BUSINESS</td>
</tr>
<tr>
<td>NATURE OF RELATIONSHIP W/ APPLICANT FIRM</td>
<td>NATURE OF RELATIONSHIP W/ APPLICANT FIRM</td>
<td>NATURE OF RELATIONSHIP W/ APPLICANT FIRM</td>
</tr>
</tbody>
</table>

## IV. BUSINESS CLASSIFICATION

PROVIDE A DESCRIPTION OF YOUR BUSINESS AND/OR INDIVIDUAL KEYWORDS WHICH BEST DESCRIBE YOUR BUSINESS SERVICES: USE THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) TO IDENTIFY THE FIRM’S AREA(S) OF SPECIALTY. THE PRIMARY NAICS REPRESENTS THE FIRM’S LARGEST SOURCE OF REVENUE FOR THE MOST RECENTLY COMPLETED FISCAL YEAR. ENTER UP TO 5 CODES. FOR A FULL LIST OF NAICS CODES AND ASSISTANCE IN LOCATING APPROPRIATE CODES PLEASE VISIT: HTTP://WWW.NAICS.COM/SEARCH.HTM

<table>
<thead>
<tr>
<th>6 DIGIT NAICS CODE &amp; DESCRIPTION</th>
<th>% OF THE FIRM’S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
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<td>2)</td>
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<td>3)</td>
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<td>4)</td>
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<tr>
<td>5)</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C
PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

PENALTY OF PERJURY DECLARATION

The undersigned states:

I certify under penalty of perjury under the laws of the City of Los Angeles and the State of California that all information submitted in the Small Business Enterprise application, and any additional information to determine eligibility is true and correct.

Authorized Signature

Title

Print Name

Date

SUPPORTING DOCUMENTATION CHECKLIST
SUBMIT REQUIRED DOCUMENTATION FOR ALL CATEGORIES BELOW THAT APPLY TO YOUR BUSINESS.

PLEASE DO NOT BIND YOUR SUBMITTAL

ALL APPLICANTS

☐ Most recently entire filed Federal Individual Income Tax Return (Form 1040) for each owner including all schedules and statements.

☐ Entire filed Federal Income Tax Return (Form 1040, 1220, 1120S or 1065) for the applicant business and each affiliate business for the most recent three (3) years or for the years the firm or its affiliate(s) were in business.

☐ If the firm’s business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)

☐ If the size standard for the selected NAICS codes is number of employees - provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable.

SOLE PROPRIETORSHIP

☐ Fictitious Business Name Statement

PARTNERSHIP

☐ Partnership Agreement and Amendments

CORPORATION

☐ Articles of Incorporation (signed by the state official with approval date)

☐ Corporate Meeting minutes for the past two (2) years listing current elected corporate officers and directors; or statement of information as filed with CA Secretary of State

LLC

☐ Articles of Organization, as filed with State

☐ LLC Statement of Information

☐ Operating Agreement and Amendments

JOINT VENTURE

☐ Joint Venture Agreement and Amendments

TRUCKING COMPANY

☐ Title(s) and registration certificate(s) for each truck owned and/or operated by your business

☐ Current Motor Carrier Permit
The City of Los Angeles, Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance, has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance, to download the business tax registration application.

MAIN OFFICE
LA City Hall 201 N. Main Street, Rm. 101 (844) 663-4411
Exhibit E- Equal Benefits Ordinance

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City’s departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:
a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

   a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

   b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

   c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

   (1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

   (2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.
(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.
EXHIBIT F

Bidder Certification
CEC Form 50

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

☐ Original filing  ☐ Amended filing (original signed on ______________; last amendment signed on ______________)

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

Name of Bidder:  Phone:

Address:

Email:

CERTIFICATION

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

A. I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public, or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City’s living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration, or
   3. For construction contracts, public leases, or licenses—any value and duration.

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

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

Date: __________________ Signature: __________________

Name: __________________

Title: __________________
Los Angeles Administrative Code § 10.40.1

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

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

Los Angeles Administrative Code § 10.37.1

(i) "Public lease or license".

(a) Except as provided in (j)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities), or
(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

(1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars ($350,000), from business conducted on City property;
(2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
(3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
(4) Whether annual gross revenues are less than three hundred fifty thousand dollars ($350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
(5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
(6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
(7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
(8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.
Prohibited Contributors (Bidders)
Form 55

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.

[ ] Original filing [ ] Amended filing (original signed on ________; last amendment signed on ________)

Reference Number (bid or contract number, if applicable):

Date Bid Submitted:

Description of Contract (title of RFP and services to be provided):

City Department Awarding the Contract:

BIDDER INFORMATION

Name: ________________________________

Address: ________________________________

Email: __________________ Phone: ________________

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder’s Principals (check one)
   [ ] The bidder is the individual listed above and has no other principals (Schedule A is not required).
   [ ] The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)
   [ ] The bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more (Schedule B is not required).
   [ ] The bidder has one or more subcontractors on this bid or proposal with subcontracts worth $100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): ______

BIDDER’S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: __________________ Signature: __________________

Name: __________________ Title: __________________
SCHEDULE A — BIDDER’S PRINCIPALS

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

☐ Check this box if additional Schedule A pages are attached.

Name: __________________________ Title: __________________________
Address: __________________________

Name: __________________________ Title: __________________________
Address: __________________________

Name: __________________________ Title: __________________________
Address: __________________________

Name: __________________________ Title: __________________________
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Name: __________________________ Title: __________________________
Address: __________________________

Name: __________________________ Title: __________________________
Address: __________________________

Name: __________________________ Title: __________________________
Address: __________________________
SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

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

Subcontractor: ____________________________
Address: ____________________________

Check one of the following:

☐ The subcontractor listed above is an individual and has no other principals.

☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor’s board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: ____________________________ Title: ____________________________
Address: ____________________________

Name: ____________________________ Title: ____________________________
Address: ____________________________

Name: ____________________________ Title: ____________________________
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Name: ____________________________ Title: ____________________________
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