

LOS ANGELES POLICE COMMISSION

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December 14, 2021

BPC #21-238

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

The Honorable City Council
City of Los Angeles, Room 395
c/o City Clerk's Office

Dear Honorable Members:

RE: REQUEST FOR PROPOSAL FOR MEDIUM AND HEAVY-DUTY TOWING &
STORAGE SERVICES OFFICIAL POLICE GARAGE CONTRACT RFP 22-980-001.

At the regular meeting of the Board of Police Commissioners held Tuesday, December 14, 2021 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

BPC # 21-238

RECEIVED

4F

DEC 09 2021

December 1, 2021
1.0

POLICE COMMISSION

TO: Honorable Board of Police Commissioners

FROM: Executive Director, Board of Police Commissioners

REVIEWED BY: *[Signature]* 12/9/21
RICHARD M. TEFANK DATE
EXECUTIVE DIRECTOR

SUBJECT: REVIEW AND TRANSMITTAL OF THE PROPOSED REQUEST FOR PROPOSAL FOR MEDIUM- AND HEAVY-DUTY TOWING & STORAGE SERVICES OFFICIAL POLICE GARAGE CONTRACT RFP 22-980-001

RECOMMENDATION

1. That the Board of Police Commissioners (Board) approve in concept the attached Request for Proposal (RFP) for Medium- and Heavy-Duty Towing & Storage Services Official Police Garage (OPG) contract, subject to minor revisions and formatting by staff.
2. That the Board transmits to the Mayor and City Council the attached RFP for a Citywide Medium- and Heavy-Duty Towing & Storage Services OPG contract.
3. That the City Council authorize the Board to release the attached RFP, subject to minor revisions and formatting by staff.

BACKGROUND

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, awarded for a fixed term of five years, with OPGs for all Geographic Police Areas of the City for such Medium- and Heavy-Duty 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.

Currently, the Medium- and Heavy-Duty Towing and Storage Services OPG contract is unawarded and available for bid. The City of Los Angeles is currently being serviced by Pepe's, Inc., on an interim basis.

Should you have any questions, please contact Senior Management Analyst Reena del Rosario at (213) 236-1438, or Detective III Corey Harmon, Commission Investigation Division, at (213) 996-1270.

[Signature]
RICHARD M. TEFANK, Executive Director
Board of Police Commissioners

BOARD OF
POLICE COMMISSIONERS
Approved *[Signature]* December 14, 2021
Secretary *[Signature]*

Attachment

**LOS ANGELES POLICE DEPARTMENT
REQUEST FOR PROPOSALS**

**OFFICIAL POLICE GARAGE
MEDIUM- AND HEAVY-DUTY
TOWING AND STORAGE SERVICES
LAPD RFP No. 22-980-001**

**MEDIUM- AND HEAVY-DUTY
CITYWIDE SERVICE**



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

TBD

**LOS ANGELES POLICE DEPARTMENT
REQUEST FOR PROPOSALS No. 22-980-001**

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

CITY OF LOS ANGELES

DATE ISSUED: TBD

TITLE: Medium- and Heavy-Duty Towing and Storage Services in the City of Los Angeles for 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 Medium- and Heavy-Duty Duty Towing and Storage Services Citywide for 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.

MANDATORY PRE-PROPOSAL CONFERENCE:

TBD

9:00 a.m. Pacific Standard Time (PST)
Zoom Conferencing (Webinar ID: 879 0652 7970)
Source: <https://lapd.zoom.us/j/87906527970>

Proposers must attend the mandatory Pre-Proposal Conference. Please bring your copy of the Request for Proposals (RFP No. 22-980-001) with you to the mandatory Pre-Proposal Conference. Copies are available on the City of Los Angeles' Business Assistance Virtual Network (BAVN), residing at www.labvn.org. **Copies of the RFP will not be available at the mandatory Pre-Proposal Conference.**

PROPOSAL SUBMISSION DEADLINE:

TBD

Proposals must be submitted in a package or box, clearly marked with the words "Official Police Garage for Medium- and Heavy-Duty, City of Los Angeles."

Proposals must be received by the deadline at the Proposal Delivery Address.

Proposals must be delivered in person to the Proposal Delivery Address. Hand or courier-delivery only – no exceptions.

PROPOSAL DELIVERY ADDRESS:

Los Angeles Police Commission
Police Headquarters Facility
Attention: Reena del Rosario
100 West First Street, Suite 134
Los Angeles, California 90012

RFP PROGRAM MANAGER:

Reena del Rosario
100 West First Street, Suite 134
Los Angeles, California 90012
Phone: (213) 236-1438
Email: opgrfp@lapd.online

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EXHIBITS

Exhibit 1	Los Angeles Police Commission Rules Governing Official Police Garages
Exhibit 2	Los Angeles Municipal Code, Ordinance No. 165042
Exhibit 3	Official Police Garage Rates Effective January 1, 2021
Exhibit 4	Los Angeles Police Department/Department of Transportation Public Data Dictionary

APPENDICES

Appendix A	Certificate of Live Scan of Key Personnel
Appendix B	Standard Provisions for City Contracts (Rev. 10/17) [v. 3]
Appendix C	Business Inclusion Program (BIP) Requirements
Appendix D	Child Support Obligations
Appendix E	Worker Retention and Living Wage Ordinances
Appendix F	Contractor Responsibility Ordinance (CRO)
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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	Information on Business Location and Workforce

**LOS ANGELES POLICE DEPARTMENT
REQUEST FOR PROPOSALS No. 22-980-001**

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

CITY OF LOS ANGELES

ATTENTION: ALL PROSPECTIVE PROPOSERS

Attached is a Request for Proposals (RFP) to provide Medium- and Heavy-Duty towing and storage services as an "Official Police Garage" (OPG) for the City of Los Angeles (City).

Proposers must meet the required criteria for Medium- and Heavy-Duty service. No more than two (2) OPG contracts of any kind with the City may be awarded to any proposer.

1.0 INTRODUCTION

The City, acting by and through the Los Angeles Police Commission, is seeking proposals from qualified vendors to provide Medium- and Heavy-Duty Towing and Storage Services as an OPG for the City. Proposals are sought for Citywide service and any future subdivision of the area.

1.1 Deadline for Submission of Proposals

All proposals must be in writing 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.

Persons who deliver the proposals will be issued a "Notice of Receipt of Proposal" by the RFP Program Manager or his 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 e-mail will not be accepted.

The deadline cannot be extended for failure on the part of a delivery or messenger service. Any proposal received after the deadline, regardless of reason, will not be accepted. **All proposals delivered after 3:00 p.m. PST on the due date of TBD, will be returned unopened.**

1.2 Proposal Delivery Location and Submission Requirements

- a. One (1) original proposal followed by each original appendix item shall be three-hole punched and submitted in a three-ring binder.
- b. Five (5) complete copies (in addition to the original) of the proposal with all appendix items shall be three-hole punched and submitted in five (5) separate three-ring binders.
- c. Two (2) sets of CD/DVD disks or flash drives containing two (2) complete copies of the proposal as well as the required appendix items (use as many disks as needed for each complete set) shall be submitted in a large protective envelope at the same time the six (6) three-ring binders are submitted.
- d. Each CD/DVD disk or flash drive of the set shall be labeled.

The proposal shall be hand-delivered or courier-delivered (no exceptions) to the following address:

Los Angeles Police Commission
Police Headquarters Facility
Attention: Reena del Rosario
100 West First Street, Suite 134
Los Angeles, CA 90012

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 **9:00 a.m. PST on TBD, via Zoom Conferencing (Webinar ID: 879 0652 7970)**. 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 faxed or emailed no later than **3:00 p.m. PST on TBD**, to (213) 236-1400 or emailed to opgrfp@lapd.online. All questions and answers will be posted on the website at www.labavn.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.labavn.org. No questions from prospective proposers regarding this RFP will be accepted after **3:00 p.m. PST on TBD**.

1.6 What to Bring to the Mandatory Pre-Proposal Conference

Bring your copy of the Request for Proposals (RFP Number 22-980-001) 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 GENERAL SCOPE OF SERVICES

3.1 Priority Status and Responding to Requests for Medium- and Heavy-Duty Towing and Storage Services

General duties shall include responding on a first-priority basis to requests for Medium- and Heavy-Duty towing and storage services initiated by the City's Police Department or Department of Transportation (DOT). Additional requests for towing may be initiated by officers of the Port, Airport, or any Los Angeles City governmental agency representatives/officers/staff who are duly authorized to request the removal of vehicles for the purpose of storage and/or investigation.

Typical towing situations may include, but are not limited to, the removal of illegally parked Medium- and Heavy-Duty vehicles and vehicles that are disabled as a result of traffic accidents and may be severely damaged.

- a. "Medium-Duty" service is defined as relating to the towing and storage of vehicles weighing between 10,001 pounds and 26,000 pounds.
- b. "Heavy-Duty" service is defined as relating to the towing and storage of vehicles weighing more than 26,000 pounds.

The Contractor will not be required to provide Standard-Duty towing services under this agreement.

c. The determination of whether Medium- or Heavy-Duty towing and storage 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 Medium-Duty Service is 1,123 and for Heavy-Duty Service is 563. This is an estimate only and not a guarantee of volume for the Fiscal Year 2021-22.

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.

4.0 FACILITIES

4.1 Primary Place of Business and Storage Facility

The proposer must have, prior to execution of the contract, a primary place of business located within the City limits.

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 is five (5) 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 Evidentiary Hold Area's storage capacity must be sufficient to fulfill the needs of the respective detective division(s) being served. The Police Commission estimates the Evidentiary Hold Area must be large enough to simultaneously store six (6) 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 Class B, C, and D towing equipment prior to execution of a contract. Contractors will be required to provide two-way radio communication equipment. Equipment shall be contemporary to minimize damage.

5.2 Medium- and Heavy-Duty Towing Equipment Recommendations

The following equipment is recommended:

Three (3) tow trucks which shall be:

One (1) Class B tow truck

One (1) Class C tow truck

One (1) Class D tow truck

Class B is a tow truck with a gross vehicle weight rating (GVWR) of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

Class C is a tow truck with a manufacturer's GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

Class D is a tow truck with a manufacturer's GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

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 4, 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 Medium- and Heavy-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 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 must be original, written in ink, 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.

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 A) 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. 10/17) [v.3]" is attached hereto as Appendix B 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 B).

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 B, 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 BAVN (www.labavn.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 WORKER RETENTION AND LIVING WAGE ORDINANCES

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., Worker Retention Ordinance (WRO).

Proposers shall refer to Appendix E, Worker Retention and Living Wage Ordinances, 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>.

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 BAVN at www.labavn.org. Proposers are responsible for creating a BAVN 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 BAVN residing at www.labavn.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 BAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting

documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

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 BAVN residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

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

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 SLAVERY/WALL/DISCLOSURE ORDINANCE

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

All proposers shall complete and upload the SDO Affidavit, one (1) page, available on the City's BAVN, residing at www.labavn.org, prior to award of a City contract.

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 and Disclosure of Border Wall Contracting Ordinance (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 BAVN (www.labavn.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. 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

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 STATEMENT OF NON-COLLUSION

Each proposal must include an executed Statement of Non-Collusion attached to this RFP as Appendix J.

33.0 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).

34.0 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>.

35.0 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.

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

If the Contractor is an active member of the OPGLA, the Contractor shall provide timely information to the OPGLA 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).

37.0 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.

38.0 WORKFORCE INFORMATION REQUIREMENT

It is the policy of the City to encourage businesses to locate or remain in the City. Therefore, the City Council requires (per Council File Number 92-0021) all City departments to gather information on the headquarters address and certain information on the employees of the firms contracting with the City.

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.

39.0 DISPOSITION OF PROPOSALS

39.1 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.

39.2 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.

40.0 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."

41.0 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.

42.0 WITHDRAWAL OF PROPOSAL

A proposer may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted.

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.

43.0 VERIFICATION OF INFORMATION IN RFP

43.1 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.

43.2 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.

44.0 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.

45.0 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.

46.0 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.

47.0 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).

48.0 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.

49.0 EVALUATION PROCESS AND CRITERIA

49.1 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.

49.2 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).

49.3 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

50.0 APPEAL PROCESS

Any protest to a proposal award must be:

1. In writing.
2. Received by the RFP Program Manager by the date stated in the contract Recommendation of Award correspondence sent to the proposer.

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.

Protest must be addressed to:

Los Angeles Police Commission
Attention: Reena del Rosario
100 West First Street, Suite 134
Los Angeles, California 90012

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.

51.0 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	
_____ 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	
_____ 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	
_____ 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 A
Personnel Standards, Hiring and Training Plans	
_____ 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	39.2
_____ Proposer's Required Positive or Contrary Statement on Presence of any Additional Info	40.0
_____ Statement of Acceptance or Specific Objections to Terms & Conditions (Last Attachment)	48.0

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
_____ Worker Retention and Living Wage Ordinances <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
_____ Slavery/Wall/Disclosure Ordinance <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>	32.0, Appendix J
_____ Iran Contracting Act of 2010 Affidavit – <i>Complete attached form and submit with your proposal.</i>	33.0, Appendix K
_____ Proposer Workforce Information – <i>Complete attached form and submit with your proposal.</i>	38.0, Appendix L

Submitting Your Proposal

_____ One (1) original proposal with original appendices in three-ring binder	1.2
_____ Five (5) complete copies with appendices in three-ring binders	1.2
_____ Two (2) labeled sets of CD-ROM disk(s), DVD, or flash drive containing a copy of the proposal and appendix items	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.
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:
- a. The time that the request for tow service is received,
 - b. The time that a tow unit is assigned the call for service and given the location of the requested service,
 - c. The time that a tow unit arrives at the location of requested service,
 - d. The time that a tow unit returns to the Official Police Garage Facility with the vehicle.
 - e. The time that property is removed from an impounded vehicle, and
 - f. 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:

- a. Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.
- b. 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.
- c. 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.
- d. 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).
- e. 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.
- f. 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:

- a. Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report.
- b. Implement controls to inform office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.
- c. Cause the vehicle parts and/or attached accessories to be individually packaged and identified.
- d. Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.
- e. Inform properly interested person(s) that parts and/or attached accessories have been removed and how they may obtain possession of that property.
- f. 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:
 - a. Record a description of the removed property on the corresponding copy of the garage impound report.
 - b. Implement controls to inform office personnel responding to public inquiries that personal property has been removed from a vehicle.
 - c. Cause the property to be individually packaged and identified.
 - d. Provide a secure location for the storage of the property to preclude loss, theft or damage.
 - e. 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 "probable cause" exists to conduct the impound. When "probable cause" 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 file 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.

- a. 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.
- b. 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.
- c. 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.**
24. **PROCEDURES FOR TOWING CITY OWNED VEHICLES: The Commanding Officer of Motor Transport Division has developed procedures to be adopted as Rule 24 and incorporated by reference in the Los Angeles Commission Rules Governing Official Police Garages Rules.**

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

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.

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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 G. Cochran
Deputy.

JUL 19 1989

Approved.....

Tom Bradley
Mayor.
L.A.J 362141 7/26

Approved as to Form and Legality

JUN 21 1989

JAMES K. HAHN, City Attorney,

By Claudia McGee Henry
CLAUDIA MCGEE HENRY
Senior Assistant City Attorney

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

JUN 19 1989

File No. 86-1461

See attached report
Kenneth C. Stogey
Director of Planning

EXHIBIT 3

**DRAFT
OFFICIAL POLICE GARAGE RATES
ESTIMATED EFFECTIVE JANUARY 1, 2022**



DRAFT 2022
City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES
Estimated Effective Date:
 January 1, 2022
 (Pending Public Notification & Final Approval)
 as of 10/26/2021



Pending Final Approval: BPC # 21-	Proposed 2022 Rate for Payment by Credit Card	Proposed 2022 Discounted Rate for Payment by a Means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 145.50	\$ 142.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 72.00	\$ 70.50
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 279.00	\$ 272.50
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 139.50	\$ 136.00
Per hour or fraction thereof for each additional person required	\$ 62.00	\$ 60.50
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 421.50	\$ 411.50
Hazardous or dangerous cargo - heavy duty removal	\$ 630.50	\$ 615.50
Upright Medium-Duty Motorhome GVWR 20,002 to 26,000 lbs*	\$ 630.50	\$ 615.50
DAILY STORAGE RATES		
Standard Vehicle	\$ 44.00	\$ 43.00
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 49.00	\$ 48.00
-Trucks, Boats and trailers 20' to 40'	\$ 62.50	\$ 61.00
-Trucks, Boats and trailers over 40'	\$ 78.00	\$ 76.00
Motorcycles	\$ 12.50	\$ 12.00
Major Component Parts	\$ 9.00	\$ 9.00
Bulk Items per Square Foot	\$ 0.50	\$ 0.50
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 8.00	\$ 8.00
Removal of Stolen Component Parts	\$ 80.50	\$ 78.50
Removal of Bulk Items	\$ 143.00	\$ 139.50
Maximum Reimbursement for Salvage Vehicles	DNA	\$ 615.50

EXHIBIT 4

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

OPG Website Data Dictionary Final 04/06/08

David Impound File			New			OPG	Agency	Public
Field Name	Type	Index	Field Name	Description				
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					✓	✓	✓	
7					✓	✓	✓	
8					✓	✓	✓	
9					✓	✓	✓	
10 LICENSE	CHARACTER	3		License plate number	✓	✓	✓	
11					✓	✓	✓	
12 LIC YEAR	CHARACTER	2		License year tag	✓	✓	✓	
13 FULLID	CHARACTER	17	FULL ID	Full Vin number	✓	✓	✓	
14					✓	✓	✓	
15					✓	✓	✓	
16					✓	✓	✓	
17 RETS	LOGICAL	1		Towed with keys Y/N	✓	✓	✓	
18 PROPERTY	LOGICAL	1		Towed with property Y/N	✓	✓	✓	
19 HOLD	LOGICAL	1		Was a hold placed on it Y/N	✓	✓	✓	
20 DRIVABLE	LOGICAL	1		Is the vehicle drivable Y/N	✓	✓	✓	
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					✓			
25					✓			
26 REL BY	CHARACTER	30		Which Officer released it	✓			
27 REL TO	CHARACTER	30		Who was it released to	✓			
28 RLM 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								
33 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	✓			
34					✓	✓		
35					✓			
36					✓			
37					✓			
38 DOOITLE	NUMERIC	5	DOOITLE_LTR	Legal Owner Letter	✓			
39					✓			
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 in phone	✓	✓		
45					✓			
46					✓			
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: Represent drop down lists

APPENDIX A

CERTIFICATE OF LIVE SCAN OF KEY PERSONNEL

APPENDIX B

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]

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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 Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33 **Slavery Disclosure Ordinance**

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

PSC-34 **First Source Hiring Ordinance**

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

PSC-35 **Local Business Preference Ordinance**

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

PSC-36 **Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42 **Possessory Interests Tax**

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

PSC-43 Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

	Limits				
Workers' Compensation (WC) and Employer's Liability (EL)					
<input type="checkbox"/> Waiver of Subrogation in favor of City	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">WC</td> <td style="width: 50%; border-bottom: 1px solid black;">Statutory</td> </tr> <tr> <td style="border-bottom: 1px solid black;">EL</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	WC	Statutory	EL	
WC	Statutory				
EL					
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act					
General Liability					
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	<input type="checkbox"/> 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)					
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/>				
Pollution Liability					
<input type="checkbox"/>					
Surety Bonds - Performance and Payment (Labor and Materials) Bonds					
Crime Insurance					

Other:

APPENDIX C

BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS

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

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

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

The 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 Reena del Rosario 213-236-1438 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 BAVN to comply with the indicators will render the bid non-responsive.

A. GENERAL

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

B. DEFINITIONS

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$3.5 million.
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:

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

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

- 1) City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://www.lacity.org/BCA>
- 2) CalTrans
Caltrans Division of Procurement and Contracts/Material and
Distribution Branch/Publication Unit
1900 Royal Oaks Drive, Sacramento, CA 95815
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>

- 3) Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>
 - 4) Southern California Minority Business Development Council, Inc. (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: <http://www.scmbdc.org>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
 - c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
 10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
 11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
 12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

13. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. **Broker:** A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. **Participation Recognition:** This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
 - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
 - e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
 - f. A listed MBE WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
 - g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
 - h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. BIP OUTREACH DOCUMENTATION

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

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

1. Email BAVN Support at support@labavn.org.
2. Email Reena del Rosario at opgrfp@lapd.online.

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

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

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.

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

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

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

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 items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

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

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

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

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

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

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

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

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

5	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 potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

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

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

Required Documentation:

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

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

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

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

7

BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

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

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

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

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

D. AWARD OF CONTRACT

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

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

E. SUBCONSULTANT SUBSTITUTION

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

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

(213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

- b. 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:
 - 1) The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - 2) The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

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

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

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

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting 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			<div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> Signature of Person Completing this Form </div> <div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> Printed Name of Person Completing this Form </div> <div style="text-align: center;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <div style="display: flex; justify-content: space-around; width: 80%;"> Title Date </div> </div>
	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/OBEUTILIZATION PROFILE**

Project Title	Contract No.
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Consultant	Address
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Contact Person	Phone/Fax
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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 SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	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: Printed Name of Person Completing this Form: Title: _____ Date: _____
	DOLLARS	PERCENT	
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

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

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

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

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 City of Los Angeles has adopted an ordinance requiring that 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. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State and Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the Contractor(s) and/or any Subcontractor(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under to contract. Failure of the Contractor(s) and/or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

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.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

City/County/State _____

Date _____

Name of Business _____

Address _____

Signature of Authorized Officer or Representative _____

Print Name _____

Title _____

APPENDIX E

WORKER RETENTION AND LIVING WAGE ORDINANCES

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

1. What is the Worker Retention Ordinance?

The Worker Retention Ordinance (WRO) 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 WRO 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.
- Public Leases and Licensees

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

The WRO 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 WRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the WRO at the end of the 90-day period.

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

Employees retained under the WRO 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 WRO 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>.

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

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

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

6. Are all employees covered by the Ordinance?

Intentionally left blank 8/18/06

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
 2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
 3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
 - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
 - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
 - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
 - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
 - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO EXEMPTION APPLICATION

OCC APPROVAL REQUIRED

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

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

CONTRACTOR INFORMATION:

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

EXEMPTION INFORMATION:

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

TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services provided that the grant funding agency indicates in writing that the provisions of the Ordinance should not apply.	A copy of the State or Federal grant-funding agency's determination to the OCC.
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> CFAR: First Year Financial Assistant Recipient	1. Memo justifying the exemption 2. Proof of startup date 3. List of employee names and hire dates 4. Copy of payrolls (20 weeks period for CFAR with less than 5 employees) 5. If applicable, a copy of the Awarding Authority's Hardship Waiver Recommendation to City Council.
<input type="checkbox"/> CFAR: Employing Fewer than Five Employees	
<input type="checkbox"/> CFAR: Hardship Waiver for Job Training and Preparation Programs	
<input type="checkbox"/> CFAR: Exemption for Certain Employees	
<input type="checkbox"/> Collective bargaining agreement	
<input type="checkbox"/> Student work-study or employment program	Documentation detailing program policies and guidelines, and the amount paid to the students

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

Print Name of Person (Contractor) Completing This Form _____

Signature of Person (Contractor) Completing This Form _____

Title _____

Phone # _____

Date _____

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

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Contact: _____ Phone #: _____ Contract #: _____

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

APPENDIX F

CONTRACTOR RESPONSIBILITY ORDINANCE (CRO)

**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

APPENDIX G

MUNICIPAL LOBBYING ORDINANCE – CEC Form 50

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 BAVN)	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**

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

Whistleblower Hotline: (800) 824-4825

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

ethics.lacity.org

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, BAVN 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 BAVN): _____ 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): Los Angeles Police Department

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 <i>(check one)</i>	Yes	No
The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE B — Subcontractors and Their Principals <i>(check one)</i>	Yes	No
The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
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

Prohibited Contributors (Bidders)

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)



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, the Municipal Code at § 189.01(B) and the Administrative Code at § 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 purposes of the Municipal Code, an Employee must work at least two hours on average each week within the City of Los Angeles (LAMC § 189.01(I)). 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 Employers 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 Hiring Ordinance, 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?

Licensure - 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 the 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 both the Municipal Code (Section 189.07) and the Administrative Code (Section 10.48.7) for inquiring into an Employment Applicant's Criminal History.

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

STATEMENT OF NON-COLLUSION

I, _____ (name of proposer), declare:

1. That I am authorized to submit this bid or proposal on behalf of

_____ (name of contractor), and,

2. That the bid is genuine, not a sham or collusive, nor is it made [n the interest of, or on behalf of, any person not herein named; and no one has directly or indirectly induced or solicited any other bidder or proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding; and no one has in any manner sought by collusion to secure for himself/herself an advantage over any other bidder or proposer.

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

Signature

Executed this _____ day of _____, _____ at _____
(Month) (Year) (Print Name of City)

(State)

APPENDIX K

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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

APPENDIX L

INFORMATION ON BUSINESS LOCATION AND WORKFORCE

PROPOSER WORKFORCE INFORMATION

Proposer's Name (legal name of entity): _____

Headquarters of Firm (Street Address): _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Email:** _____

Telephone: _____ **Fax:** _____

Total Workforce: _____

Address of any Branch Office(s) Located Within the City of Los Angeles: _____

Workforce in Each Los Angeles Branch Office(s): _____

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

Los Angeles: _____

Total Workforce Residing in the City of Los Angeles: _____

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