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August 27, 2025

BPC #25-216

The Honorable Karen Bass
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: APPROVAL OF REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY
SERVICES TO IMPLEMENT THE RESPONSIBLE HOTEL ORDINANCE.

At the regular meeting of the Board of Police Commissioners held on Tuesday, August 19, 2025, the Board APPROVED the Department's report regarding the above-referenced matter.

Accordingly, this report is respectfully submitted for your consideration and approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink, appearing to read "Rebecca Munoz".

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

August 14, 2025

1.0

TO: The Honorable Board of Police Commissioners

FROM: Executive Director, Board of Police Commissioners

SUBJECT: APPROVAL OF REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY SERVICES TO DEVELOP A WEB-BASED SYSTEM TO IMPLEMENT THE RESPONSIBLE HOTEL ORDINANCE.

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) APPROVE the attached Request for Proposals (RFP) for Responsible Hotel Ordinance (RHO) – Permitting, Compliance, Monitoring, and Enforcement Web-Based System and Software Database.
2. That the Board TRANSMIT to the attached RFP to the Mayor and City Council.
3. That the City Council authorize the Board to release the attached RFP.

DISCUSSION

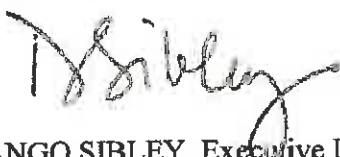
The Responsible Hotel Ordinance, codified under Section 103.403 of the Los Angeles Municipal Code, requires a system capable of supporting the full life cycle of permit management including application intake, compliance monitoring, enforcement tracking, and reporting, to ensure accountability and regulatory oversight of hotel and short-term rental operations within the City.

To meet this need, attached for your review and approval is an RFP seeking qualified vendors to provide Information Technology (IT) Professional Services. The purpose of this RFP is to identify a vendor to design and develop a secure, user-friendly, web-based system and software database to support the City's compliance and enforcement responsibilities under the RHO.

Approval of this RFP will allow the Board to formally solicit proposals from qualified vendors and advance the implementation of this critical compliance and enforcement tool.

Should you have any questions, please do not hesitate to contact me at (213) 236-1400.

Respectfully,



DJANGO SIBLEY, Executive Director
Board of Police Commissioners

BOARD OF
POLICE COMMISSIONERS
Approved *August 19, 2025*
Secretary *Rebecca Munoz*

REQUEST FOR PROPOSALS

RESPONSIBLE HOTEL ORDINANCE (RHO) – PERMITTING, COMPLIANCE, MONITORING, AND ENFORCEMENT WEB-BASED SYSTEM AND SOFTWARE DATABASE

LOS ANGELES POLICE COMMISSION

RFP No. 25-980-002



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

APRIL XX, 2025

**REQUEST FOR PROPOSALS No. 25-980-002
RESPONSIBLE HOTEL ORDINANCE (RHO) –
PERMITTING, COMPLIANCE, MONITORING, AND ENFORCEMENT
WEB-BASED SYSTEM AND SOFTWARE DATABASE **FOR THE**
LOS ANGELES POLICE COMMISSION**

DATE ISSUED: June XX, 2025

TITLE: RESPONSIBLE HOTEL ORDINANCE (RHO) – PERMITTING, COMPLIANCE, MONITORING, AND ENFORCMENT WEB-BASED SYSTEM AND SOFTWARE DATABASE

DESCRIPTION: The Los Angeles Board of Police Commissioners is seeking proposals from qualified vendors for Information Technology (IT) Professional Services in order to develop a user-friendly, web-based system and software database for the permitting, compliance, monitoring and enforcement of the Responsible Hotel Ordinance (RHO).

A detailed description of the products and services required that meet the needs of the City’s functional and technical requirements can be found in the Scope of Work section of this document.

NOTE: The City has attempted to provide all information available in this Request for Proposal. However, it is noted that technology and innovation continue to evolve, and this Request for Proposal may not include all potential capabilities of a web-based permitting platform. It is the responsibility of each Proposer to review the request thoroughly, evaluate, ask for clarification if required, and adhere to all requirements of the Request for Proposal prior to submission.

DEADLINE FOR SUBMITTING PROPOSAL: August \$\$, 2025
3:00 p.m. (Pacific Time)

PROPOSAL DELIVERY ADDRESS: Via email to the RFP Program Administrator, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online; subject line must “Responsible Hotel Ordinance RFP”.

If additional delivery options are needed, please contact the RFP Program Administrator Sonia Song, at N1742@lapd.online for further information.

TECHNICAL ASSISTANCE:

All questions related to this Request for Proposals shall be submitted in writing via e-mail to the RFP Program Administrator, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online no later than 3:00 p.m. (Pacific Time),
July 1, 2021

PROPOSERS' CONFERENCE:

A **mandatory** Pre-Proposal Conference will be held at **9:00 a.m.** (Pacific Time) on **July 1, 2021** at:

Los Angeles Police Department
Police Headquarters Facility
100 W. 1st St.
Los Angeles, CA 90012
(Virtual conference link to be sent for requests made within 72 hours of the conference date).

Proposers wishing to attend the Pre-Proposal Conference shall notify RFP Program Administrator, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online, no later than 3:00 p.m. (Pacific Time) on **\$\$\$day, August 2025**. Proposers wishing to submit questions in advance of the Pre-Proposal Conference shall do so via e-mail to RFP Program Administrator, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online, no later than 3:00 p.m. (Pacific Time) on **\$\$\$day, July 1, 2025**. **No proposal will be accepted from a Proposer that does not attend the Pre-Proposal Conference.**

RFP/CONTRACT ADMINISTRATOR:

Los Angeles Police Commission
RFP Administrator
Sonia Song, Serial No. 1742
100 W. First Street, Suite 150
Los Angeles, California 90012
Email: N1742@lapd.online

TABLE OF CONTENTS

1.0	INTRODUCTION AND OVERVIEW OF OFFICE SEEKING SERVICES	1
1.1	Overview of the Responsible Hotel Ordinance and Its Requirements	1
1.2	Background.....	3
2.0	LOGISTICS OF REPLYING TO THE RFP	3
2.1	Deadline for Submission of Proposals	4
2.2	Proposal Delivery Location and Submission Requirements.....	5
2.3	Determination of Timeliness	5
2.4	Cost of Responding to RFP	5
2.5	Mandatory Pre-Proposal Conference	5
2.6	Reasonable Accommodations for Persons with Disabilities	7
2.7	Section Headings.....	7
3.0	ELIGIBILITY CRITERIA FOR CONTRACT AWARD	7
3.1	Hours and Days of Service	8
3.2	Customer Service/IT Help.....	8
4.0	SCOPE OF SERVICES	9
4.1	Modules	9
4.2	Administration & Support	10
4.3	General Requirements.....	10
4.4	Software Database, Mobile Capabilities & Technology.....	12
4.5	Reports, Queries, and Data/Document Management	14
4.6	Payment Processing	15
5.0	COMPENSATION	15
5.1	Online Portal Rates.....	15
5.2	Fee Schedule.....	15
6.0	CONTRACT TERMS	16
7.0	INVESTIGATION OF EACH APPLICANT	16
8.0	PROPOSAL EVALUATION PROCESS AND CRITERIA	16
8.1	Evaluation Process	17
8.2	Prohibition of Communication During RFP Evaluation Period	18
8.3	Evaluation Criteria	18
8.4	Capacity to Perform	20
8.5	Proof Licenses	20
9.0	INTERVIEW PANEL AND SOLUTION DEMONSTRATION.....	20
10.0	CONTENT OF RESPONSE.....	20
10.1	Cover Letter	21
10.2	Background and Qualifications of Organization	22
10.3	Business Plan Requirements	23
10.4	Key Personnel Requirements	24
10.5	Disclosure	25
10.6	Experience	25
10.7	Financial Proposal	26
10.8	City of Los Angeles Contracts Held Within the Last Ten Years	27
10.9	Qualified Employees	28

10.10	Corporation or Other Entity Capability	29
10.11	Confidential Information	29
10.12	Use of Subcontractors/Organizational Relationships	31
11.0	MANDATORY CITY CONTRACTING REQUIREMENTS.....	31
11.1	Business Inclusion Program (BIP) Outreach.....	32
11.2	Local Business Preference Program	32
11.3	Workforce Information Requirement/Information on Business Locations and Workforce	33
11.4	Statement of Non-Collusion	34
11.5	Non-discrimination, Equal Employment Practices, and Affirmative Action Policies	35
11.6	Child Support Assignment Orders	35
11.7	Service Contract Worker Retention and Living Wage Ordinances.....	36
11.8	Online Submission of Required Documents on RAMP	36
	(Equal Benefits Ordinance, First Source Hiring Ordinance, Disclosure Ordinances Affidavit)	
11.9	Contractor Responsibility Ordinance	38
11.10	Municipal Lobbying Ordinance — Bidder/Proposer Certification - CEC Form 50	39
11.11	Bidder Campaign Contribution and Fundraising — Proposer Contributions - CEC Form 55.....	39
11.12	Iran Contracting Act of 2010	40
11.13	Government and Business Taxation Forms.....	40
11.14	Indemnity, Insurance and Liability.....	41
11.15	Record Retention Practices	42
11.16	Recycled Paper	42
11.17	Additional Data	42
11.18	Fair Chance Initiative for Hiring Ordinance	42
11.19	Executive Directive 35 Compliance	43
11.20	Zero Waste Ordinance.....	43
12.0	CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE	44
12.1	Confidentiality and Restrictions on Disclosure	44
12.2	Document Control Procedure	45
13.0	STANDARD PROVISIONS	45
14.0	DATA SECURITY	46
14.1	Data Ownership	46
14.2	Data Protection	47
14.3	Compliance with Privacy Laws	48
14.4	Provision of Data	48
14.5	Data, Development, and Access Point Location	48
14.6	Data Breach.....	49
14.7	Firewalls and Access Controls.....	50
14.8	Vulnerability Management and Patching.....	51
14.9	Right of Audit by the City	52

14.10	Written Information Security Policy	52
14.11	Change in Service	53
14.12	Third-Party Software	53
14.13	Criminal Justice Information Systems	54
14.14	Security Addendum	54
14.15	Provisions Apply to Subcontracts	54
14.16	Survival of Provisions.....	54
15.0	ADMINISTRATIVE GUIDELINES FOR SUBMITTAL	54
15.1	Acceptance of Terms and Conditions	54
15.2	Proposals Must be in Writing and in English.....	55
15.3	Submission Deadline	55
15.4	Responsibility for Timely Submittal of Proposal	56
15.5	Appeal/Protest Process	56
15.6	Proposal Errors.....	58
15.7	Disqualification.....	59
16.0	PROHIBITION OF COMMUNICATION DURING RFP EVALUATION PERIOD	59
17.0	CONFLICTS OF INTEREST	59
18.0	GENERAL CITY RESERVATIONS	60
19.0	ATTORNEYS' FEES	62
20.0	AWARD OF CONTRACT.....	62
21.0	PROPOSER CHECKLIST	63
21.1	General Information	63
21.2	Required Content of Proposal.....	63
21.3	Required Related Documents.....	65
21.4	Additional Items	65
21.5	Required Related Documents to be Submitted Online (RAMPLA)	66
21.6	Submitting Your Proposal	66

APPENDICES

Appendix A	Business Inclusion Program (BIP) Requirements
Appendix B	Information on Business Location and Workforce
Appendix C	Statement of Non-Collusion
Appendix D	Child Support Obligations
Appendix E	Service Contractor Worker Retention and Living Wage Ordinances
Appendix F	Contractor Responsibility Ordinance (CRO)
Appendix G	Municipal Lobbying Ordinance — CEC Form 50
Appendix H	Bidder Campaign Contributions and Fundraising — CEC Form 55
Appendix I	Iran Contracting Act of 2010 Compliance Affidavit
Appendix J	Standard Provisions for City Contracts (Rev. 1/25 [v.2])
Appendix K	Federal Bureau of Investigation Criminal Justice Information Services Security Addendum

REQUEST FOR PROPOSALS FOR RESPONSIBLE HOTEL ORDINANCE (RHO) – PERMITTING, COMPLIANCE, MONITORING, AND ENFORCEMENT WEB-BASED SYSTEM AND SOFTWARE DATABASE

1.0 INTRODUCTION AND OVERVIEW OF OFFICE SEEKING SERVICES

The City of Los Angeles (The City) operates under a mayor-council form of government and has multiple agencies that play distinct roles in city management and public safety. The City oversees local laws, public services, land use, public safety, transportation, housing, and other municipal functions.

The **Los Angeles Board of Police Commissioners (The Board)** is the civilian oversight body responsible for overseeing the Los Angeles Police Department (LAPD). Its primary role is to ensure accountability, transparency, and the proper functioning of the police department. The Board's duties include **policy oversight, disciplinary review, and overseeing the LAPD budget and operations.**

Commission Investigation Division (CID) is a division that serves as the regulatory arm of the Board, overseeing and enforcing regulations, policies, and procedures related to more than 60 different types of police permits.

It is the mission of CID to focus on citywide community safety; to ensure legal compliance with applicable regulations and law; to support responsible business growth; to engage the community effectively and professionally; and to ensure ethical and successful outcomes of the Department, City entities, and the people of the City of Los Angeles.

By Ordinance, CID is responsible for the processing, issuance, investigation, enforcement, and discipline of all permits issued by the Board. The Board issues over 60 permits for businesses that require regulation, including the regulation of Hotels and Short-Term Rentals which was added in 2024.

1.1 Overview of the Responsible Hotel Ordinance and Its Requirements

In 2023, City Councilmembers introduced a Los Angeles City Ordinance, titled Los Angeles Responsible Hotel Ordinance (RHO). The RHO was created to address issues related to affordable housing, homelessness, and equitable economic development in the city. The ordinance

establishes a voluntary housing program, outlines conditions for hotel developments, and includes provisions for replacement housing, a police permit, and other regulations related to hotels and short-term rentals. In addition, it intends to address homelessness, utilize existing resources more efficiently, promote social responsibility, enhance public awareness, and increases oversight.

The RHO ultimately represents a regulatory effort to balance development with affordable housing needs and public welfare.

Effective July 1, 2024, Ordinance 188072, Los Angeles Municipal Code, Chapter X, Section 12, Division 10, now requires Hotels and Short-Term Rentals to obtain a Board of Police Commissioners permit. Some of the tasks required of CID to conduct include:

- Creating and maintaining an online database portal for applicants to submit their applications.
- Providing administrative review of all applications submitted.
- Investigating any criminal history, including but not limited to employment law violations, human trafficking, theft, moral turpitude, prostitution, drug trafficking, etc.
- Collaborating with other City Departments to ensure all information is accurate and verifiable (such as zoning and use clearances).
- Addressing inquiries from applicants, the public, other City Departments, and other stakeholders
- Overseeing and advancing various components of the ongoing implementation of the RHO, including requirements, provisions, standard operating procedures, system improvements, etc.
- Producing data reports as needed and publishing such data in accordance with the ordinance to a publicly available portal.
- Capturing applicant information such as:
 - Applicant's name, contact information, business details, legal standing, ownership structure, criminal histories, and the roles of corporate officers.
- Enforcement through ensuring compliance and taking disciplinary action, such as suspension and revocation of permits if necessary.
- Tracking and investigating complaints and violations of the law, administrative code, and/or Board established rules.
- Integrating data with other City Departments (data sharing) to ensure accurate reporting and achieving high levels of compliance.

1.2 Background

The City of Los Angeles (City), acting by and through the Los Angeles Police Commission (“The Board” or “Police Commission”), is seeking proposals from qualified vendors for Information Technology (IT) Professional Services in order to develop a user-friendly, web-based system and software database for the permitting, compliance, monitoring and enforcement of the Responsible Hotel Ordinance (RHO).

Respondents to this Request for Proposals (“Proposers”) should demonstrate a history of successful service to other clients, preferably with experience in providing this service to other government entities. The City’s intent is to enter into a contract with a Proposer for a term of **five years**.

This RFP specifies the need for each Proposer to provide background information such as experience and qualifications. Proposers must submit written proposals in accordance with the requirements set forth in this document. Otherwise, a proposal may be judged non-responsive and removed from further consideration. 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.

Questions regarding this RFP shall be submitted by e-mail only and directed to the RFP Program Administrator, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online.

The general practice of the Board is to receive oral presentations and product demonstrations virtually, if necessary, and execute documents electronically.

2.0 LOGISTICS OF REPLYING TO THE RFP

The City has attempted to provide all information available in this Request for Proposal. It is the responsibility of each Proposer to review the request thoroughly, evaluate, ask for clarification if required, and adhere to all requirements of the Request for Proposal prior to submission. This schedule indicates estimated dates for the RFP and contracting process. The City reserves the right to adjust this schedule as necessary.

Date & Time	Event (Pacific Time)
TBD	Request for Proposal Issuance Date
TBD @ 3:00 pm	Deadline for receiving written questions for Mandatory Pre-Proposal Conference
TBD @ 3:00 pm	Deadline to notify the Board by email, intent to attend Mandatory Pre-Proposal Conference (whether in person or via web conference)
TBD @ 9:00 am	<u>Mandatory</u> Pre-Proposal Conference (by Reservation Only)
TBD @ 3:00 pm	Last day to submit questions before RFP responses due
TBD @ 11:59 pm	BIP OUTREACH DUE
TBD @ 3: 00 pm	RFP RESPONSES DUE

2.1 Deadline for Submission of Proposals

All proposals must be in writing and submitted by **3:00 p.m. PST on Wednesday, \$\$\$\$\$, 2025**. 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 her 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 Wednesday, \$\$\$ \$\$, 2025, will be returned unopened.**

2.2 Proposal Delivery Location and Submission Requirements

Electronic Submissions

- a) Proposals containing all required documents may be emailed to RFP Program Administrator, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online .
- OR
- b) Proposals containing a complete copy of the proposal and all required documents may be submitted on two labeled USB (thumb/flash) drives and hand-delivered to the Board at:

Los Angeles Board of Police Commissioners
Police Headquarters Facility

Attention:

RFP Administrator Sonia Song, Serial No. N1742
100 West First Street, Suite 150
Los Angeles, CA 90012

If additional delivery methods are required or contemplated, please advise the RFP Program Administrator, Sonia Song, at N1742@lapd.online.

2.3 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.

2.4 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.

2.5 Mandatory Pre-Proposal Conference

The purpose of the conference is to clarify the contents of this RFP, discuss the Board's requirements, and answer Proposer questions.

A **mandatory** Pre-Proposal Conference will be held to receive and answer questions from Proposers regarding this RFP. The conference has been scheduled for:

9:00 A.M. (PACIFIC TIME), MONTH \$\$, 2025

**LAPD Police Headquarters Facility
100 W. 1st St. John W. Mack Board Room
Los Angeles, CA 90012**

Please Note: The City reserves the right to determine if all requirements were met by remote attendees.

Attendees shall advise front desk personnel that they are there to attend the Los Angeles Board of Police Commissioners' Pre-Proposal Conference and will be subject to a security screening. Vendors wishing to attend remotely via web conference will be provided detailed instructions via email to access the web conference after indicating their intent to attend by sending an email to the RFP Program Administrator, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online no later than 3:00 P.M. (Pacific Time) on **Month \$\$, 2025**. Attendees will be responsible for taking their own notes.

Attendees of the web conference must stay for the entire duration of the meeting and are responsible for all information that is presented. The RFP Administrator will announce during the presentation at what point remote attendees are no longer permitted to join the meeting. After the announcement, the meeting will proceed, and no additional remote attendees will be able to register their attendance for the meeting.

Pre-proposal conference attendees MUST HAVE A COPY OF THE RFP OF AVAILABLE. NO COPIES WILL BE EMAILED OR SHARED DURING THE PRE-PROPOSAL CONFERENCE.

If proposer attendance cannot be confirmed by the City, any proposal submitted by the proposer will be deemed non-responsive.

2.5.1 How to Prepare Questions

- a) **To maximize the effectiveness of the conference, the Board requires that Proposers provide questions in writing by 3:00 p.m. (Pacific Time) on **Month \$\$, 2025** to:** the RFP Program Administrator, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online. All communications must be sent via email with the title of this RFP in the subject line.

The Board will make every effort to prepare responses to proposers' questions in advance of the conference. **Please identify the RFP title on the subject line of your message. Additional questions may be accepted at the conference and after the conference until 3:00 p.m. (Pacific Time) on Month \$\$, 2025.**

At the Pre-Proposal Conference, a panel of City representatives will be available to reply to relevant questions from prospective proposers concerning this RFP that were not previously answered. If a question cannot be answered at the Pre-Proposal Conference, it will be referred to the RFP Program Manager for a later response. No questions from prospective proposers regarding this RFP will be accepted after **3:00 p.m. PST on \$\$\$day, Month \$\$, 2025.**

2.6 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, so proper accommodations can be ensured.

2.7 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.

3.0 ELIGIBILITY CRITERIA FOR CONTRACT AWARD

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 a minimum of five (5) years of direct and/or related experience in providing such services as further described in this RFP.

- Shall have a minimum of three (3) years providing such services within the public sector.
- Shall be qualified to conduct business in the State of California and in good standing with applicable regulatory oversight agencies.
- Shall be registered and in good standing with the Secret of State California, if a Limited Liability Company or Corporation.
- Shall be and remain current on all tax payments with the City of Los Angeles.
- 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.
- Shall have adequate insurance as required within the Standard Provisions clause of all City contracts.
- Shall be and remain compliant with all obligations of City contractors as delineated within the Standard Provisions clause for all city contractors.

3.1 Hours and Days of Service

The proposer shall provide the City with the hours and days of their operating hours. Such hours should resemble average hours of operations, such as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding government holidays.

3.2 Customer Service/IT Help

The proposer must be available to provide training to employees, at reasonable intervals, in the use of their system and be available for any technical assistance during the hours of operation. An off-hours assistance process should also be established. For IT services requiring intricate assistance, a thorough and user-friendly avenue must be available for users to submit “tickets” for issues, and resolutions must be found promptly. It is also highly recommended that the proposed system have a user manual or online self-help option for system users.

4.0 SCOPE OF SERVICES

This RFP seeks a vendor willing and able to provide the following services:

4.1 Modules

- 4.1.1** Application Submission – User applications for a Board permit must be capable of being received via a digital, computer-based application or system (“system”).
- 4.1.2** Review – The system must be capable (and will be graded on its ability) to conduct application verification accurately and its ability to eliminate clerical work. An example of such a review would be a mapping overlay to determine if the business is properly zoned for its intended use or the ability to interface with the Police Department’s Computer Aided Dispatch system to determine the number of “loud party” calls at an address.
- 4.1.3** Workflow – The system must be capable of tracking multiple users’ workflow and allow accessibility for entry of field notes (such as on a mobile device or application).
 - a. Inspections – Allow notes, photos, reports, and other inspection details to be uploaded in real time.
 - b. Investigations – Allow investigators to maintain a chronology of investigative matters to include (but not limited to) notes, photographs, reports, documents, etc.
 - c. Enforcement – Allow the police and other enforcement entities (such as the Housing Department or Planning Department) to upload reports, notes, leads/tips. Additionally, the ability of the system to accurately “flag” locations for follow up enforcement that have fallen out of compliance due to multiple police responses or other infringements of the RHO will be considered.
 - d. Complaints – Allow a wide variety of police officers, other city officials, and citizens to report actual or suspect violations of the ordinance and appropriately catalog received data to the concerned permit (or application) for follow-up by investigators and enforcement personnel. The system should allow adequate accessibility to provide a platform for receiving complaints from a variety of sources and should include the ability to receive photos, videos, documents, etc.
- 4.1.4** Reports and Queries – The system must be able to generate wide-

ranging reports based on selected criteria and will be evaluated for the quality of the results, timeliness, readability, and ease of use of such interfaces.

- 4.1.5** Compliance Outreach – The system must track cases across all modules and provide real-time status updates for applications and permits. These statuses should be accessible to applicants to ensure permit compliance. Additionally, the system must generate reports identifying applicants who are out of compliance and automatically produce correspondence to notify them of their status. Ideally, the system should be able to produce a list of properties that require a Board of Police Commissioners Permit based on the other City Department's databases (such as Planning's list of Registered Home Sharing Registrants).

4.2 Administration & Support

- 4.2.1** Technical Support – The ability to provide City staff with adequate training, tools and resources to understand the system and resolve technical issues.
- 4.2.2** Automate responses – The ability to provide electronic and timely automated responses to applicants and employees as items are submitted and to ensure a continuous workflow. This should include expiration, due dates, and other appropriate reminders.

4.3 General Requirements

- 4.3.1** User roles – The system should have the ability to allow and assign multiple users to various roles.
- 4.3.2** Dashboards – tailor home screens or dashboards based on users' role, such as applicant, investigator, enforcement, administrator, etc. The role of administrator must allow for adequate supervisory oversight of all system users.
- 4.3.3** Configuration – The ability of users to configure their menus, screens, dashboards, fields, and tabs to maximize accessibility and productivity will be considered.
- 4.3.4** Review – validation programs such as spell check and field rules conformance (such as appropriate responses appearing in a form field) will be considered.

- 4.3.5** Audit trailing – Administrators and other users shall have the ability to view audit trails that include, at a minimum; user, date and time, changes, and other relevant data across all system modules.
- 4.3.6** Mandatory fields – the ability to define mandatory fields that do not allow form submission if certain fields are empty or not properly validated.
- 4.3.7** Signatures – The ability to capture legally-binding digital signatures under the penalty of perjury.
- 4.3.8** Letter and response configuration – Allow for system user configuration of automated responses, letters, and other applicable attachments within the roles of investigator, enforcement, and administrator.
- 4.3.9** Responses – The ability to issue approvals, rejection of submissions, and other appropriate documents electronically and in compliance with due process requirements.
- 4.3.10** Application tracking – The ability for applicants and other permitted users to track the progress of an application. Consideration will be given for the ability of an “interested party” user that can be assigned to another City Department, such as Building and Safety or the Fire Department, to assess the progress of an application.
- 4.3.11** Continuous communication – The ability for applicants to continue to upload documents, provide clarifications, submit attestations, report completed tasks, and correct data on their application throughout the approval process.
- 4.3.12** Evolution – The system must be able to evolve with developing technology and allow adequate interface to change and update across modules to improve productivity, accessibility, and user experience.
- 4.3.13** The ability to store and catalog uploaded documents to a centralized location while allowing users to sort documents based on type, location, date, and other relevant query functions.
- 4.3.14** Global repository of data – the ability of the system to recognize relevant changes in data and update all connected data appropriately (such as a corporate name change, which should reflect a change across all modules).
- 4.3.15** Triggering events – Similarly, changes within the system should respond and react appropriately, for instance, successful payment and/or granting of a permit should reflect across all modules. Similarly, the denial or revocation of permits should migrate across all modules.

- 4.3.16** Workflow routing – configurable form tools to create electronic forms or applications that can be routed to the next appropriate step.
- 4.3.17** Data capture and sort – The ability to capture, sort, and make publicly visible and publicly sortable specific data within the applications (such as business type, address, or number of rooms).
- 4.3.18** Interface Capabilities – The ability to link related permits should the demands of the permitting system grow to include other connected businesses (such as valet or spa permits, etc.).
- 4.3.19** Automated Assignment – The system should automatically assign items to users along the workflow. For instance, upon receipt of an application and upon validation, it may be triaged, assigned to an investigator, assigned to enforcement, or assigned to an administrator.
- 4.3.20** Calendar – The system must include a calendar that identifies and makes appropriate automated notifications regarding due dates, renewal dates, submission dates, dispositions, and decision-based notifications. As appropriate, such notifications should be automated and sent to the applicants, investigators, administrators, etc. Notifications may be based on dates or actions.

4.4 Software Database, Mobile Capabilities & Technology

- 4.4.1** Web-based system (or government level security cloud-based system)– provide an electronic, fully web-based system that meets the City requirements for the RHO as stipulated in the ordinance and by Board rules.
- 4.4.2** Intuitive – must be user-friendly, and easy to utilize for applicants while being adequately comprehensive for City employees to achieve administrative, regulatory, compliance, information-sharing, and enforcement standards.
- 4.4.3** Compliant - Should achieve compliance for both the Americans with Disabilities Act (ADA) and web content accessibility guidelines.
- 4.4.4** Mobile – Have a mobile-adaptive design that provides 24/7 access and supports IOS and Android systems.
- 4.4.5** Data Security – Encrypt all data at rest and in transit using industry best practices such as HTTPS and SSL/TLS.
- 4.4.6** Data validation – Validate inputs to reduce data entry errors.
- 4.4.7** Redundancy elimination - Track applicants and properties to prevent duplicate registration requests and eliminate garbage in/garbage out data (or similar nefarious computer applications).

- 4.4.8** Cross-departmental viewing and commenting - Develop interface modules for other City Departments to be able to conduct data entry and review of information.
- 4.4.9** Integration – Securely integrate external data sources through a variety of City and Departmental systems utilizing Application Programming Interfaces that meet or exceed City standards.
- 4.4.10** Interfacing - Automatically cross-reference data dynamically with other databases and City departments, including (but not limited to): Geographic Information System (GIS), Premier One Computer Aided-Dispatch (CAD) (Motorola), Records Management System (RMS), LA Tax (Office of Finance), Granicus or similar home-sharing platform (City Planning), Zone Information and Map Access System (ZIMAS), Clariti and Unysis System (under development, LA Department of Building and Safety), etc.
- 4.4.11** Data collection – Automatically collect, cross reference, and manage Administrative Citation Enforcement Program (ACE), Document Records (Los Angeles Department of Building and Safety) etc.
- 4.4.12** Compatibility – Compatible with Microsoft One Drive and Amazon Web Services (AWS) Cloud, Google Maps, Microsoft One/Outlook for integration with data export, import, document generation (such as form letters), emails, calendars, etc.
- 4.4.13** Output – Ability to report or display locations of a business on a GIS map.
- 4.4.14** GIS data share – Read, interpret, and write GIS data, including addressing and zoning from external or internal sources, such as ZIMAS, LADBS, etc.
- 4.4.15** Geomapping – Intuitively leverage geolocation from mobile devices to pinpoint location of inspection.
- 4.4.16** Intuitive communication – Recording and reporting via drop down or similar list of corrective actions required of applicant and similar inspection notes and task workflow notifications.
- 4.4.17** User management - Support user authentication management, such as password encryption, change of password after a certain time frame, two factor authentication, etc.
- 4.4.18** Confidentiality - Ability to mask sensitive/confidential information.
- 4.4.19** Real-time data - Enable authorized users to access, download and export application data in real-time via secure API.
- 4.4.20** Data capture – Reasonably store and forward any mobile data entries that experienced poor or no mobile network connectivity.

- 4.4.21** Wide-reaching technical support - Front-end and back-end ticketing system for public inquiries.
- 4.4.22** Public records management - Create, publish, and maintain an updated public records portal that contains all the required information as stipulated in the RHO.
- 4.4.23** Document integration - Application of Optical Character Recognition (OCR) to all documents submitted.
- 4.4.24** Universal access - Allow the ability to upload documents by all users (public and employees) in various formats, such as PDF, JPEG, Word, Excel, and various avenues, such as iCloud links, Dropbox links, etc.

4.5 Reports, Queries, and Data/Document Management

- 4.5.1** Data collection - Securely collect, transmit, and store all scans, images, documents (in all formats) and any other files. Facilitate and streamline the collection of all necessary information and documentation.
- 4.5.2** Data management - Properly and securely store historical files.
- 4.5.3** File retention - Ensure files adhere to the City's records retention rules; have system generate monthly report/list of records meeting retention and destruction criteria. Include the ability to mark and store data not subject to record destruction.
- 4.5.4** Reporting - Ability to produce, daily, weekly, monthly, quarterly, and annual reports, based on various criteria, such as type of permit, location, applicant, time, costs, revenue, productivity, etc. Ability to produce statistical reports from all data types captured by the software database.
- 4.5.5** Real-time reporting – Real-time list of all applications, containing full address, contact information, and permit status.
- 4.5.6** Intuitive compliance features - Automatic systematic outreach to unpermitted locations, using a letter, to obtain compliance as well as additional flags for identified permit violations or extended non-compliance.
- 4.5.7** Intuitive Enforcement - Easily generated reports on permit status, applications, citations, violations, required corrective actions, etc.
- 4.5.8** Non-compliance - Maintain a reports dashboard with aggregate statistics on the activity of properties qualifying for the RHO permit within the City's jurisdiction. Such a report may consider data mining the internet and other sources for those that are operating within the City's jurisdiction but without a permit. Such data mining

may consider address comparisons for locations that may be utilized as either a hotel or short-term rental without a permit in violation of the ordinance. The system must be adequately intuitive to recognize various tricks to evade compliance.

4.5.9 Past due accounts - Manage and report on past due accounts.

4.5.10 Data narrowing - Ensure date range and parameter-based queries and reports.

4.5.11 Comprehensive reporting - Allow for reporting across all modules' standard and user-defined fields and sort options.

4.6 Payment Processing

4.6.1 Accepting payments – Integrated Payment Card Industry Data Security Standard (PCI DSS) and Automatic Clearing House (ACH) payment and refund capabilities.

4.6.2 Interfacing – Automatically integrate the payment portal to the City's Office of Finance's corresponding system (LATAX).

4.6.3 Accessible – Ability to collect all payments for permits, including new permits and renewals via an online platform via methods consistent with the industry standard (major credit cards, ACH transfers, and similar payment mechanisms).

4.6.4 Changes - Updates fees yearly (and as needed) in compliance with the City's determination of fees and other regulatory agencies.

4.6.5 Fund reporting - Categorize payments by a fund class code.

4.6.6 User friendly – May be able to provide an online fee estimator tool for internal and external users.

4.6.7 Timely – Provide date effective fee table updates.

4.6.8 Account history - Maintain a history of fees and fee calculations for both individual accounts as well as permit categories and other considerations, allowing such data to be available for a generated report.

5.0 COMPENSATION

5.1 Online Portal Rates

This RFP is intended to establish the fair market cost of an online permitting platform for RHO applicants. The city intends to determine the fair market value for the services provided under this contract by utilizing the competitive bid process and evaluating the services each contractor can provide. Further, the Department intends to engage in a multi-year contract with the selected contractor.

5.2 Fee Schedule

The Board will negotiate with the chosen vendor a fixed rate fee schedule based upon both the prices submitted in response to this RGP and the Commission's own price analysis.

6.0 CONTRACT TERMS

The City, at the City's sole discretion, may choose to enter into a contract with one or more qualifying proposers and reserves the right to reject all proposals based on the City's independent determination as to what best serves the City's needs and interests.

The duration of the agreement between the City and a successful proposer may 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.

A proposer to whom a 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 a selected proposer.

7.0 INVESTIGATION OF EACH APPLICANT

Prior to the execution of any contract, Commission Investigation Division and/or the Executive Office of the Los Angeles Board of Police Commissioners (or their designees) will conduct a thorough investigation of each proposer to verify content of each proposal as well as a background investigation of key personnel.

8.0 PROPOSAL EVALUATION PROCESS AND CRITERIA

After receipt of 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, may be grounds for rejecting that proposal. The City, at its option, reserves the right to 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.

The City will ONLY consider proposals from firms that have successfully provided the services sought in this RFP, for large enterprises or governmental entities. The successful proposal will not necessarily be that which sets forth the lowest price. The primary goal of the proposal evaluation process is to identify the solution that best aligns with the City's needs. This process does not suggest that one proposer is inherently superior to another but rather ensures that the selected proposer offers the most suitable solution and implementation approach for the City's future RHO system requirements.

The proposal must contain sufficient information that will establish the viability of the Proposer's services. The City must be assured that, when completed, the services will meet or exceed the requirements identified in this RFP.

The appropriate City staff will review all submitted proposals.

8.1 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 further negotiate the terms, price, and conditions submitted by a proposer.

8.2 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 and Councilmembers) regarding 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 firm's or individual's proposal. This is not intended to prevent current contractors from conducting on-going business under existing contracts.

8.3 Evaluation 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 or contractors. 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 providing municipal permitting systems and adequate personnel and financial ability to provide the services required of the proposer will be considered a minimum qualification for contractors.

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

System & Technology (Platform)	40 points
Costs and Value	30 points
Vendor Background and Business Plan	10 points
Implementation, Administration, and Support	10 points
Compliance	10 points

Total: 100 points

Item	Description	Value
System and Technology (Platform)	- Capabilities of permitting modules and system - Accessibility, functionality, and ease of use - Ability to comply with the requirements of the RHO	40%
Costs and Value	- Value and cost-effectiveness of the proposal in relation to the quality and level of service of the proposed platform - Detailed task and deliverable-level itemized fee schedule	30%
Vendor Background & Business Plan	- Experience - History of Contract Compliance - References - Revenue & Income statements - Demonstration of a viable and sustainable business model	10%
Implementation, Administration, and Support	- Timeline for development and implementation of functional system - System training, troubleshooting, configurability, and other support services	10%
Compliance	- Ability to follow any and all instructions - Complete documentation submissions	10%

Each proposal will be reviewed, evaluated and assigned a score according to the Evaluation Criteria. The City shall award points to Proposers based on the Proposal and, if applicable, the interview. 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.

8.4 Capacity to Perform

The City considers the organization to be the Proposer and any subcontractor(s) or vendor(s) included in the proposal. Consideration will be given to the perceived level and degree of the Proposer's responsibility, motivation, dedication to a successful effort, and to the overall capability of the organization. The organization's history, financial stability, core competency, expected growth, past performance on similar size projects, reputation, and experience serving governmental entities will also be considered. The evaluation team will also consider the experience, educational background, and availability of the personnel to be assigned to the project. Consideration will be given primarily for specific experience in the technical fields required to successfully implement the specific project and meet or exceed the requirements set forth in this RFP. Sufficient personnel must be provided to fulfill the project's objectives.

8.5 Proof of Licenses

The Contractor providing services under the Contract must possess, comply with, and keep current all applicable licenses, certifications, memberships, and permits required for this Contract. The Contractor must provide copies of all licenses, certifications, memberships, and permits required to perform the required work.

9.0 INTERVIEW PANEL AND SOLUTION DEMONSTRATION

Responsive Proposers may be invited to appear separately before an interview panel consisting of City representatives. If applicable, Proposer will respond to questions, and if requested, deliver a presentation consisting, in part, of an interactive demonstration of Proposer's services.

10.0 CONTENT OF RESPONSE

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 Department intends to award a contract for citywide service. 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.

10.1 Cover Letter

10.1.1 Each response to this RFP must be accompanied by a cover letter that contains a general statement of the purposes for submission and include the following information:

- 10.1.1.1 A general statement of the purpose for submitting the proposal.
- 10.1.1.2 Name, address, telephone number, fax number, e-mail, and legal business status (individual, limited liability partnership, corporation, etc.) of the Proposer.
- 10.1.1.3 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.
- 10.1.1.4 Required indemnity language from Section 10.11 below.
- 10.1.1.5 A statement as to the name and title of the person authorized to execute the agreement with the City on behalf of the Contractor.
- 10.1.1.6 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 in a legally binding format, and executed by the applicable party, as follows:
 - i. If the proposer is a partnership, a general partner or managing partner must sign the proposal in the name of the partnership thereof.

- ii. 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.
- iii. If the proposer is a joint venture, duly authorized representatives from each corporation must sign the proposal or partnership as described above.
- iv. 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.

10.1.1.7 All of the signatures referenced above must be submitted by email and signed in black or blue ink.

10.2 Background and Qualifications of Organization

Describe your organization's history, structure, strategy, and work. (Provide this information for any subcontractors or vendors included in the Proposal, if applicable.)

10.2.1 Provide information on founders, core products and service officers, number of employees, and any significant mergers or acquisitions in the past four years.

10.2.2 Provide information on your history providing a permitting, compliance, monitoring and enforcement system

- 10.2.3** Describe experience providing a permitting, compliance, monitoring and enforcement system to governmental entities, if applicable.
- 10.2.4** Provide information on your long-term growth strategy.
- 10.2.5** Outline what differentiates you from your competitors.

10.3 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:

10.3.1 Itemized Price Breakdown for Services provided

The proposal should include all associated costs with developing, launching, and maintaining an online permitting portal. An accurate cost breakdown is essential to appropriately budgeting for the required services and should consider the full term of the potential contract, training, and ongoing support.

10.3.2 Customer Satisfaction and Performance Excellence Action Plan

To Achieve customer satisfaction and performance excellence and addressing community concerns and complaints.

10.3.3 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.

10.3.4 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.

10.3.5 The proposal must include documentation on the financial status of the Proposer that will permit the City to evaluate its proposal, and to substantiate that the Proposer has the ability to continue in business throughout the period of the contract. The proposal must provide validated evidence of its financial condition, such as a Certified Public Accountant (CPA) certified annual report or annual

operating statement, and any interim statement completed within the prior six (6) months.

10.3.6 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.

10.3.7 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.

10.3.8 All proposals must specifically state the Proposer's experience managing the design, development, integration, and implementation of a large-scale permitting, compliance, monitoring, and enforcement system. The selected permitting, compliance, monitoring, and enforcement system must have a proven, reliable record in actual use under a variety of conditions. Experience with law enforcement or military agencies is preferred.

10.3.9 The proposal should include any other information that will assist the Board in evaluating the qualifications of the Proposer. 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."

10.4 Key Personnel Requirements

Describe the team that would work on this project. Include a list of key team members. Make the case for why they will be good fits for this implementation. Let us know how the team would be structured; if your team includes multiple firms, please let us know how long you have worked together. For legal purposes, we will need you to designate one firm as the prime contractor and all others as subcontractors. Ensure your submission of Key Personnel include the following:

10.4.1 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.

10.4.2 Resumes of Key Employees and Others

Resumes or list of qualifications 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.

10.4.3 Changes in Key Personnel

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

10.5 Disclosure

Disclose whether the firm, or individuals with the firm, have received a suspension, revocation, or disciplinary action from any government entity, that would preclude the firm or any such individual from obtaining access to governmental data – including law enforcement communications.

Please note: If you have had a contract terminated for default during the past five years or have been involved in litigation regarding a contract or performance of a permitting, compliance, monitoring, and enforcement system, this fact should be disclosed along with your position on the matter(s). Please include the case caption, case number, and jurisdiction. If you have experienced no such terminations for default in the past five years and have not been involved in contract litigation, then you should indicate as such.

10.6 Experience

The proposer must provide a statement of the company's relevant experience in the private, commercial, and government sectors regarding similar portals.

10.6.1 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.

10.6.2 Private and Commercial contracts

To the extent allowable, please discuss relevant private and commercial portals and, if permitted, include client names, addresses, and phone numbers of officials for reference purposes.

10.6.3 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.

10.7 Financial Proposal

The proposal must include a fee schedule for all proposed services and an explanation of such fees. Upon award of contract, invoices which contain fees, charges, or services not authorized under the contracted fee schedule attached to the executed contract will be disapproved.

Proposer should provide a detailed explanation of each and every fee the City may incur. Proposer's pricing model should include the total services fees (tax, charge, surcharge, and any and all other miscellaneous expenses) associated with the tasks or events indicated in Section 4.0, Scope of Services, as applicable, and the rate that fees accrue (e.g. per hour, per item, per task, or any other unit basis).

All prices are inclusive of travel. No additional charges, including travel, lodging, subsistence, miscellaneous (ad-hoc) expenses and other expenses, will be allowed, unless authorized in advance.

Any taxes due will be assumed to be included in your price of services. Proposer will bear responsibility for any clerical errors in the financial proposal, or errors made in pricing the services (e.g., the omission of a component of the services). The total cost that is quoted in the financial proposal will be considered a best and final offer, although the City reserves the right to further negotiate pricing.

10.8 City of Los Angeles Contracts Held Within the Last Ten Years:

10.8.1 Please list all of the City contracts held by the respondent within the last ten years. In addition, please specify the following information:

- 5.5.1.1 The City entity or department that administered the contract;
- 5.5.1.2 The contract number;
- 5.5.1.3 The dollar amount of the contract;
- 5.5.1.4 Date and periods during which the contract was in effect; and
- 5.5.1.5 A short description of the services provided.

10.8.2 A list of current references that includes:

- 5.5.2.1 Client's name and address;
- 5.5.2.2 Contact person;
- 5.5.2.3 Title of contact person;
- 5.5.2.4 Telephone number;
- 5.5.2.5 Dates of services provided;
- 5.5.2.6 Brief description of work completed for the client; and
- 5.5.2.7 A statement of express permission for the City to contact identified previous customer and request information on the performance of the Proposer.

10.9 Qualified Employees

10.9.1 The personnel assigned to perform under the contract must have prior experience successfully implementing permitting, compliance, monitoring, and enforcement system of similar scope and complexity.

10.9.2 The Proposer must include the name of all key personnel who are employed by the Proposer and the proposed subcontractor(s) who will be assigned to perform services pursuant to the contract.

10.9.3 The Proposer must designate a fulltime Project Manager with full authority to administer the contract of the permitting, compliance, monitoring, and enforcement system, design, installation, acceptance testing, training, and any software support on behalf of the Proposer.

10.9.4 For each person identified, the following information must be provided:

10.9.4.1 Description of the services to be performed by each key person assigned to work on the permitting, compliance, monitoring, and enforcement system.

10.9.4.2 A brief, complete statement of each key person's experience and background, giving the number of years of experience, title or function while gaining the experience and ending dates of the projects cited for relevant experience, and the relationship of that key person to the major goals of the project cited.

10.9.4.3 The estimated amount of time each key person will be assigned to work on the project.

10.9.5 The City's RFP Coordinator reserves the right to verify each such person's experience and/or education. The City reserves the right to approve any changes in personnel assigned by the selected Proposer to the contract. The City may also require that the selected Proposer's staff working on the permitting, compliance, monitoring, and enforcement system contract undergo a background investigation check conducted by the LAPD.

10.9.6 A detailed performance schedule by phase indicating the plan for accomplishing the design, development, implementation, acceptance testing, training, and any other support proposed for the permitting, compliance, monitoring, and enforcement system must be provided as part of the proposal. The section should also identify the personnel engaged in each task, the deliverables for each task, and the significant completion dates (days/weeks after

the contract start for each deliverable. Appropriate review periods must be indicated.

10.10 Corporation or Other Entity Capability

The proposal must include a summary of the relevant background and experience of the entity submitting the proposal. Adequate documentation must be provided regarding the organizational and financial stability of the Proposer, in sufficient detail to substantiate that the Proposer has the organizational and financial stability to continue in business throughout the period of the contract and will be able to successfully provide the services under the contract. The Proposer must provide validated evidence of its financial condition, such as a CPA certified annual report or annual operating statement, and any interim statement completed within the prior six (6) months.

10.11 Confidential Information

Proposals made in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. To protect such data from disclosure, the Proposer should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the proposal:

"NOTICE"

"The data on the pages of this proposal identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used only for the evaluation of its proposal but understands that disclosure will be limited to the extent that the City determines is under federal, state, and local law."

In proposals containing proprietary information, proprietary paragraphs, and/or other data should be clearly marked as noted above. **The Proposer must include one additional electronic copy of the proposal with the confidential material totally blacked out or otherwise redacted from the text so that one copy is available as public material.** In accordance with the California Public Records Act, this information may, upon request, be released to the public.

Note that wholesale use of headers/footers bearing designations such as “confidential”, “proprietary”, or “trade secret” on all or nearly all of a proposal is not acceptable and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

The City assumes no responsibility for disclosure or use of unmarked data for any purposes. In the event properly marked data are requested, the Proposer will be advised of the request and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the City in making its determination as to whether or not disclosure is proper under federal, state, and local law. The City will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. The Proposer agrees to assume and pay for all costs incurred by the City, including attorneys’ fees awarded by a court, if Proposer requests the City to resist disclosure of material provided to the City by the Proposer, provided the City determines the said materials are exempt under federal, state, and local law. Further, in the event that you request that portions of your proposal remain confidential and not be disclosed, please confirm your assurance to indemnify, defend and hold the City of Los Angeles harmless from any claim by including the following statement in your cover letter:

“The Proposer undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles 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 the Proposer’s trade secrets or Proposer’s other technical, financial or other information to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). The Proposer’s obligations herein include, but are not limited to, all reasonable attorney’s fees (both in house and outside counsel), reasonable 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. The Proposer’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 Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature."

Failure to include this exact statement shall constitute a waiver of a Proposer's right to exemption from disclosure under the California Public Records Act.

The Proposer will receive prompt notice from the City of any (1) communication to the City challenging the City's refusal to disclose the Proposer's information, and (2) any complaint or petition to the court challenging the City's refusal to disclose the Proposer's information. Further, should the Proposer choose to intervene in any court action relating to the City's refusal to disclose the Proposer's information, the City will not oppose the Proposer's motion to intervene.

10.12 Use of Subcontractors/Organizational Relationships

10.12.1 If applicable, Proposer will clearly describe which services or portions of Proposer's proposal are subcontracted. Further, Proposer will identify the subcontractor, and state the qualifications of those subcontract providers or strategic partners, and how the Proposer shall ensure the quality of any subcontracted services or services provided by a strategic partner under this RFP.

10.12.2 If applicable, Proposer will describe its parent company, affiliates and their core business. If any services above are to be provided by Proposer's parent or affiliates, they must be considered subcontractors to the Proposer.

11.0 MANDATORY CITY CONTRACTING REQUIREMENTS

Section 11 describes mandatory requirements for contracting with the City of Los Angeles. Please access more detailed Information and forms which must be completed by the Proposer at www.rampLA.org. Please note that, in addition to being completed and submitted with your proposal, several of these documents must also be completed and uploaded to www.RAMPLA.org.

11.1 Business Inclusion Program (BIP) Outreach

It is the policy of the City 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 contractual process. All respondents are strongly encouraged to make an effort to include members of these groups in any subcontracting work to be performed if awarded the contract.

Proposers must refer to Appendix A, Business Inclusion Program of this RFP for additional information and instructions. BIP outreach must be performed using the RAMP website (www.rampLA.org). Proposers must submit Schedule A of Appendix A with their proposal. A proposer's failure to utilize and complete their BIP Outreach as described in Appendix A will result in their proposal being deemed non-responsive.

All BIP Outreach documentation must be submitted on www.rampLA.org by 4:30 p.m. on the calendar day following the Proposal due date. Failure to submit the required documentation by 4:30 p.m. on the calendar day following Proposal due date will render the Responses non-responsive.

11.2 Local Business Preference Program

Proposers are advised that any proposal submitted and contract awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.47, Local Business Preference Program (LBPP) Ordinance. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows the Department to apply additional points to the Proposal's final score under certain conditions.

If applicable, proposers may choose to complete and upload the Local Business Certification Affidavit of Eligibility available on the RAMP at www.RAMPLA.org before the Proposal Submission Deadline. The City may request supporting documentation to verify qualification for designation as a Local Business. Only those proposers who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the RFP due date will be eligible for additional points that can be awarded under the ordinance.

If you are qualified or can be provisionally qualified as a Local Business, please indicate that in your proposal.

Participation Criteria for Local Business Preference Program

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

Proposers seeking additional information regarding the requirements of the Local Business Preference Program Ordinance may visit the Bureau of Contract Administration’s website at <http://bca.lacity.org>.

11.3 Workforce Information Requirement/Information on Business Locations and Workforce

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the Los Angeles City Council requires all City departments to gather information on the headquarters address and certain information on the employees of the firms contracting with the City (Council File No.92-0021). The following information is to be included in each proposal:

11.3.1 The headquarters address of respondent’s firm and the total number of people employed by the firm, regardless of work location;

11.3.2 The percentage of the respondent’s total workforce employed within the City of Los Angeles and the percentage residing within the City; and

11.3.3 The address of any branch offices located within the City of Los Angeles and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

11.3.4 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.

This information can be completed in the Proposer Workforce Information form, Appendix B.

11.4 Statement of Non-Collusion

With each response, Statement of Non-Collusion shall be submitted and signed by the respondent under penalty of perjury stating that:

11.4.1 The response is genuine, not a sham or collusive;

11.4.2 The response is not made in the interest or on behalf of any person not named therein;

11.4.3 The respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and

11.4.4 The respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

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

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 C and must be included in your proposal.

11.5 Non-Discrimination, Equal Employment Practices, and Affirmative Action Policies

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.

Non-construction services to or for the City 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.

Non-construction services to or for the City 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.

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 contain 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 Bureau of Contract Administration’s web site at <http://bca.lacity.org>.

11.6 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, Child Support Obligations. 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.

11.7 Service Contract 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 or receipt in excess of \$25,000.00 and a contract term of at least three months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 *et seq.*, Living Wage Ordinance (LWO) and 10.36 *et seq.*, Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to attached “SCWRO/LWO.pdf” for further information regarding the requirements of the Ordinances.

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 described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The List of Statutory exemptions, the Application and the Certification are included in Appendix E.

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

11.8 Online Submission of Required Documents on RAMP

a) Equal Benefits Ordinance

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

the affidavit. See below for the additional details about the EBO and the FSHO.

Proposers are advised that any contract exceeding \$25,000 awarded under this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All proposers shall complete the online Equal Benefits Ordinance/First Source Hiring Ordinance Affidavit on RAMP (<https://www.rampla.org>) by the proposal submission deadline. The Equal Benefits Ordinance Affidavit shall be effective for twelve months from the date it is first completed on RAMP. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

b) First Source Hiring Ordinance

Unless approved for an exemption, Contractors under contracts used 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, and certain recipients of City loans or grants, shall comply with the provisions of Los Angeles Administrative Sections 10.44, et seq., First Source Hiring Ordinance (FSHO). Proposers shall refer to the Standard Provisions for City Contracts for further information regarding the requirements of the Ordinance. Proposers shall complete the online Equal Benefits Ordinance/First Source Hiring Ordinance Affidavit on RAMP (www.RAMPLA.org) by the proposal submission deadline.

c) Disclosure Ordinances Affidavit

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (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.

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

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

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

11.9 Contractor Responsibility Ordinance

Every Request for Proposal, Request for Bid, Request for Qualifications, or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Contractor Responsibility Ordinance.

This Contractor Responsibility Ordinance requires that all respondents complete and return, with their response, the City of Los Angeles Responsibility Questionnaire and the Pledge of Compliance with Contractor Responsibility. Failure to return the completed questionnaire may result in the response being deemed non-responsive. The Contractor Responsibility Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within 30 calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract. Pursuant to the Contractor Responsibility Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in 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. Further, the Contractor Responsibility Ordinance requires each contractor to: (1) 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 is not in compliance with Section 10.40.3 (a) of the Contractor Responsibility Ordinance; and (2) notify the awarding authority within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance.

Proposers must refer to Appendix F – Contractor Responsibility Ordinance for further additional information and instructions. All Proposers must complete and return, with their proposal, the Responsibility Questionnaire included in Appendix F.

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

11.10 Municipal Lobbying Ordinance — Bidder/Proposer Certification — CEC Form 50

A bidder/proposer who submits a response to this solicitation must submit with its proposal a completed CEC Form 50 acknowledging that the bidder/proposer agrees to comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance, attached, if the bidder/proposer qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (exemptions in Los Angeles Municipal Code Section 48.03 and Los Angeles Administrative Code Section 10.40.4 do not apply). A response submitted without a completed CEC Form 50 shall be deemed nonresponsive.

The CEC Form 50 is attached as Appendix G.

11.11 Bidder Campaign Contribution and Fundraising — Proposer Contributions — CEC Form 55

Proposers are subject to Charter section 470(c)(12) and related ordinances. As a result, Proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful Proposers, 12 months after the contract is signed. The Proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as

well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC Form 55, provided in Appendix H, to the awarding authority at the same time the response is submitted. The form requires Proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 will be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

11.12 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000.00 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" that is attached as Appendix I.

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

11.13 Government and Business Taxation Forms

The selected Proposer will be required to demonstrate compliance with the City's business tax laws by acquiring/maintaining one of the following: Business Tax Registration Certificate; Vendor Registration Number; or Certificate of Exemption. The Certificate or Registration Number must remain in force during the entire period of the contract.

Proposers must submit the following documents at the same time the proposal is submitted:

- 11.13.1** Form W-9: IRS Request for Taxpayer Identification and Certificate;

11.13.2 Evidence of having applied for or obtained a tax registration account number (City of L.A. Tax Registration Certificate number and/or Vendor Registration number); and

11.13.3 Form 590: State of California Withholding Exemption Certificate or Form 587: Non-resident Withholding Certification.

11.14 Indemnity, Insurance and Liability

11.14.1 Indemnity Requirements and Acceptability of Insurance

The Contractor is required to adhere to the indemnity requirements, and the conditions governing the acceptability of any insurance that may be required are set forth in detail in the Standard Provisions for City Contracts (Appendix J). After the award of the contract, but before work commences, the selected Proposer(s) must submit proof of insurance (ACORD certificate) to the Risk Manager electronically at <https://kwikcomply.org/>. Insurance requirements for the services requested in the RFP are described in Exhibit 1 of the Standard Provisions for City Contracts (Appendix J).

11.14.2 Contractors to Maintain Satisfactory Insurance

Contractors shall maintain insurance in effect at all times in amounts satisfactory to the Board of Police Commissioners.

11.14.3 Insurance Coverage for Operations and Data

Insurance shall protect the Contractor and the City against any and all liability and damages arising from all claims which shall include but not limited to workers compensation for their employees and contractors, general liability, data incursions, theft, loss of use, etc.

11.14.4 Liability

In accordance with indemnification requirements elsewhere in the Contract, the Contractor shall be liable for any injury to persons or damage to City or private property incurred at a job site in the course of performing the services under this Contract. The Contractor shall be liable for the cost of

repairs for any such damages and expenses associated with any injury.

11.15 Record Retention Practices

Proposer must provide a detailed description of its record and invoice retention practices. This section shall include information pertaining to the nature of documentation utilized by the Proposer (electronic, logs, files, etc.), the type of information retained in each file, the procedures for physically maintaining all active and closed files, and a description of long-term storage practices.

Upon selection for interview, Proposers may be requested to provide sample documentation reflecting record retention practices utilized by the firm in their standard course of providing service. Sample documentation should reflect matters which took place at least one year prior to the date of interview and be properly redacted to preserve any confidentiality with existing/prior clients.

11.16 Recycled Paper

Contractor shall submit any written documents on paper with a minimum of 30% post-consumer recycled content. Existing Contractor letterhead or stationery that accompanies these documents is exempt from this requirement. Pages should be double-sided. Neon or fluorescent paper shall not be used in any written documents submitted.

11.17 Additional Data

The proposal must include any other relevant information the Proposer believes essential to the evaluation of the proposal. If the Proposer does not wish to present any additional data, the proposal must state specifically, "There is no other information we wish to present."

11.18 Fair Chance Initiative for Hiring Ordinance

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

has effectively been made between the applicant's criminal history and the duties of the job position.

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

11.19 Executive Directive 35 Compliance

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

11.20 Zero Waste Ordinance

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code, Section 10.53) became effective on January 23, 2023. City facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the Contractor for work to be performed under the contract must include an identical provision. For more information,

please contact the Department of Public Works, Bureau of Sanitation at (213) 485-2260, srcrd@lacity.org or <https://www.lacitysan.org>.

12.0 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:

12.1 Confidentiality and Restrictions on Disclosure

A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement 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 this Agreement, 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 this Agreement, 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 Agreement, 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 this Agreement, 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 this Agreement 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 this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- E. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

12.2 Document Control Procedure

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 6 are met. Each document will be controlled through the use of a Document Control Number.

13.0 Standard Provisions

The document titled "Standard Provisions for City Contracts (Rev. 01/25) [v.2]" is attached hereto as Appendix J and will be incorporated into and made a part of the final contract.

The Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (the "Standard Provisions"), attached as Attachment C, sets forth City's required terms and conditions. City requires each Proposer either to accept the Standard Provisions affirmatively as presented or to clearly state in writing required modifications, additions, or substitutions (collectively "Exceptions"). Every Proposer must review

the Standard Provisions and must set forth all Exceptions to the Standard Provisions, if any, in the form of proposed alternative language or identification of specific terms to be deleted and must disclose any impact on the proposed price if City rejects the Exceptions. City may disqualify and terminate negotiations with any Proposer that did not identify an Exception to a given provision in its proposal and subsequently attempts to do so during negotiations. Further, City reserves the right to disqualify any Proposer with whom City is unable to negotiate a definitive agreement. Therefore, it is in Proposer's best interest to have the Standard Provisions reviewed by their legal counsel prior to submission of Proposer's response to this RFP. The number and extent of any Exceptions may be factored into the evaluation of the Proposer's proposal. Submission of the Proposer's form agreement in response to the requirements of this Section of the RFP will be deemed non-responsive.

14.0 Data Security

If awarded a contract, Proposer agrees to comply with the following Data Security Provisions. In submitting a proposal, the Proposer agrees to accept these terms without change if selected as the Contractor.

14.1 Data Ownership

As between the parties, the City is the sole and exclusive owner of all data and information provided to the Contractor by or on behalf of the City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by the Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. The Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. The Contractor shall not possess or assert any lien or other right against, or to City Data. The City may request an export of City Data stored within the systems or held by the Contractor in any form or format at no charge to the City.

Subject to the restrictions articulated elsewhere in this Agreement, the City grants the Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for the City's benefit. The Contractor shall submit a signed copy of Attachment D, Confidentiality Agreement, which is attached hereto and incorporated herein by reference.

14.2 Data Protection

14.2.1 *The Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by the Contractor during the scope of conducting background investigations for the City.*

14.2.2 *The Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, the Contractor shall safeguard City Data using measures no less stringent than the measures the Contractor applies to the Contractor's own personal data and non-public data of similar kind.*

14.2.3 *Unless otherwise expressly agreed to by the City in writing, the Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.*

14.2.4 *At no time may any content or City processes be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City.*

14.2.5 *At any time during the term of this Agreement, at the City's written request, the Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to the City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to the City that such City Data has been returned to the City or disposed of securely. The Contractor shall comply with all reasonable directions provided by the City with respect to the return or disposal of City Data. Except as set forth in this provision, the Contractor's obligations to retain City Data are governed by*

Attachment A, Standard Provisions for City Contracts (Rev. 1/25) [v.2]. After the Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 1/25) [v.2]. ("Retention Period"), the Contractor shall securely dispose of all City Data, and certify in writing to the City, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

14.3 Compliance with Privacy Laws

The Contractor shall ensure that the Contractor's performance of the Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, the City and the Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and the Contractor shall complete and deliver any documents necessary to compliance.

14.4 Provision of Data

Upon termination of this Agreement for any cause or reason (including the City's breach), the Contractor shall provide the City with a copy of all City Data in the Contractor's possession in a mutually agreeable machine-readable format.

14.5 Data, Development, and Access Point Location

Storage of City Data shall be located in the continental United States of America. The Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at the Contractor's continental United States of America headquarters or data centers. The Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of the City, the Contractor may grant personnel and contractors located outside the continental United

States remote read-only access to City Data only as required to provide technical support in relation to the services contemplated herein. The Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When the Contractor submits a request for the City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. The Contractor shall at all times cause such Authorized Persons to abide strictly by the Contractor's obligations under this Agreement and the industry standards for information security. The Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling the Contractor to perform its obligations under this Agreement.

14.6 Data Breach

The Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. The Contractor shall notify the City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically of the 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. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. If directed by the City, the Contractor shall retain an independent third party to conduct the investigation at the Contractor's sole cost. At the City's sole discretion, the City and/or its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement. The Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by the City, the provision of identity theft protection and/or credit monitoring services to individuals affected by

the Security Incident. If required by law or directed by the City, the Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with the City having final approval of the content of the notification. In the event the City incurs any costs related to the breach referenced above, the City will seek reimbursement from the Contractor or reduce the Contractor's invoice for costs associated with breach of security.

14.6.1 Data Breach Liability

If the City is subject to any claims relating to any Data Breach or Security Incident, the Contractor shall fully indemnify and hold harmless the City and defend the City against any such claims, including reimbursement of any costs incurred by the City relating to those claims. This obligation is in addition to any of the Contractor's other indemnification obligations in this Agreement.

14.7 Firewalls and Access Controls

14.7.1 Access Precautions

The Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

- 14.7.1.1 *Prevent anyone other than the City, the Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;*
- 14.7.1.2 *Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and*
- 14.7.1.3 *Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.*

14.7.2 Security Best Practices

The Contractor shall implement the following security best practices with respect to any service provided:

- 14.7.2.1 Least Privilege: *The Contractor shall authorize access only to the minimum amount of resources required for a function.*
- 14.7.2.2 Separation of Duties: *The Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.*
- 14.7.2.3 Role-Based Security: *The Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.*

14.7.3 Access Restrictions

The Contractor shall restrict the use of, and access to, administrative credentials for City accounts and the Contractor's systems to only those of the Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. The Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable the Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. The Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. The Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. The Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

14.8 Vulnerability Management and Patching

At least annually, the Contractor shall perform at the Contractor's expense vulnerability tests and risk assessments of all systems that contain City Data. For the Contractor's internet perimeter network, and any of the Contractor's applications that process City Data, such testing must also include (i) penetration tests, including by use of intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and (ii) code review or other manual verification. All tests must be performed by the Contractor's compliance team using industry

recommended network security tools to identify vulnerability information. Upon written request from the City, the Contractor shall provide to the City a Vulnerability Testing & Risk Assessment Report at the organization level including an executive summary of the results.

14.9 Right of Audit by the City

Without limiting any other audit rights of the City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, the City may review the Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, the City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of the Contractor's data privacy and information security program. In lieu of an on-site audit, at the City's discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by the City regarding the Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth Attachment A, Standard Provisions for City Contracts (Rev. 1/25) [v.2].

14.10 Written Information Security Policy

The Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. The Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of the City's request, the Contractor shall make available for the City's review the Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that the Contractor has in place appropriate policies and procedures regarding information protection and security.

14.11 Change in Service

The Contractor shall notify the City of any changes, enhancement, and upgrades to the Contractor's systems, or changes in other related software services, as applicable, which could impact the security of the services.

14.12 Third-Party Software

In the event the Contractor provides any third-party software (the "Third-Party Software"), including Open Source Software, to the City in connection with this Agreement for which the City would be obligated to accept and be bound by any third-party terms and conditions, the following shall apply: (1) the Contractor shall specifically identify in writing all Third-Party Software; (2) the Contractor shall provide written copies of all third-party license agreements applicable to the City; and (3) the Contractor warrants that (i) it has the right to license any Third-Party Software licensed to the City under this Agreement; (ii) to the best of the Contractor's knowledge, the Third-Party Software does not, and the use of the Third-Party Software by the City as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and (iii) unless specifically provided otherwise herein, the City shall have no obligation to pay any third party any fees, royalties, or other payments for the City's use of any Third-Party Software in accordance with the terms of this Agreement. With regard to (i) Open Source Software, (ii) any Third-Party Software that the Contractor fails to identify in writing, and (iii) any third-party software embedded in the Licensed Software for which the City is not required to accept any third-party terms and conditions, all such software shall be considered, as appropriate, part of and included in the definition of "Licensed Software" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support, relating to the Licensed Software. To the extent permitted by law or contract, the Contractor shall pass through to the City the warranties for the Third-Party Software. For purposes of this provision, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (ii) any agreement with terms requiring any intellectual property owned or licensed by the City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

14.13 Criminal Justice Information Systems

The Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy (the "Security Policy"), as amended from time to time, which document is incorporated into and made a part of this Agreement by reference. The Contractor shall ensure that the Contractor's security, technical, personnel, and administrative practices, meet no less than those standards articulated in the Security Policy.

14.14 Security Addendum

The Contractor agrees to and shall comply with Appendix K, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum, which document is incorporated into and made a part of this Agreement by reference.

14.15 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section.

14.16 Survival of Provisions

The provisions of this Section will survive termination of this Agreement.

15.0 ADMINISTRATIVE GUIDELINES FOR SUBMITTAL

The City of Los Angeles requires that all contractual proposals adhere to the following guidelines:

15.1 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.

15.2 Proposals must be in writing and in English

Proposals must contain firm offers for all services to be performed for the duration of the proposed contract. The RFP and the resulting proposals, or any part thereof, may be incorporated into and made a part of the contract. The City reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer(s). The City also reserves the right to withdraw this RFP at any time, to reject all proposals, to reject any proposal for noncompliance with RFP provisions, or to choose not to award a contract if such action is determined to be in the best interest of the City and to waive any informality in the process when to do so is in the interests of the City.

15.3 Submission Deadline

The Proposal must be submitted via email by **January 21, 2021 at 3:00 p.m. (Pacific Time)** to the **RFP Program Administrator**, Sonia Song, at N1742@lapd.online with a copy to PCRFP@lapd.online. All communications must be sent via email with the title of this RFP in the subject line. The subject line must be:

“PROPOSAL – PERMITTING, COMPLIANCE, MONITORING, AND ENFORCEMENT WEB-BASED SYSTEM AND SOFTWARE”

In addition, the following requirements apply:

15.3.1 The date and time of the email submission of Proposals is determined by the records of the City of Los Angeles email system. Once submission deadlines have passed, Proposers will not be permitted to resubmit their proposal if the City of Los Angeles email system rejects an email submission for any reason;

15.3.2 The maximum size of an email submitting a Proposal, including all attachments in PDF or Excel format, must be 25 MB or less (Proposers are solely responsible for ensuring that email submissions comply with any size restrictions imposed by the Proposer’s internet service provider);

15.3.3 Proposers should endeavor to submit the Proposal in a single email and avoid sending multiple email submissions in response to this RFP. However, if the file size of an email exceeds the applicable maximum size, the Proposer may make multiple submissions (multiple emails in response to the same RFP) to reduce attachment file size to be within the maximum applicable size. In the event multiple emails are necessary due to size restrictions, Proposers shall identify the order and number of emails making up the response submission (e.g. "email 1 of 3, email 2 of 3, email 3 of 3");

15.3.4 Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proposers submitting proposals via email are solely responsible for ensuring that any emails or attachments are not corrupted. City may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments;

15.3.5 The Proposer bears all risk associated with delivering its Proposal via email, including but not limited to delays in transmission between the Proposer's computer and the City of Los Angeles email system;

15.4 Responsibility for Timely Submittal of Proposal

City shall record the time and date on which it receives Proposals. Timely submission of proposal is the sole responsibility of the Proposer.

Late proposals will not be considered for contract award. **All proposals emailed after 3:00 p.m. on the due date will not be accepted.**

The City reserves the right to determine the timeliness of all proposal submissions.

15.5 Appeal/Protest Process

Within 10 calendar days of the date of the notice of the proposed award, a proposer may submit a protest. If the protest submission deadline falls on a weekend or a holiday, then the deadline will be extended to the next business day. Any protest to a proposed award:

- 15.5.1** Must be in writing (via email);
- 15.5.2** Must state the specific reason(s) for the protest, citing the specific section(s) and requirement(s) of the RFP being protested;
- 15.5.3** Must state how the Proposer's Proposal met the requirements of the RFP;
- 15.5.4** Must state the relief sought;
- 15.5.5** May submit copies (as attachments via email) of relevant documentation supporting the protest; and
- 15.5.6** Must be emailed to both the RFP/Contract Administrator and PCRFP@lapd.online at any time during the process BUT no later than ten (10) business days following a determination by the selection committee to award the contract.
- 15.5.7** For the purpose of determining the "selection date" the selection committee will notify all contractors that were considered responsive during the RFP process, in writing, of the decision to award the contract to a specified contractor or contractors.
- 15.5.8** The ten (10) day response period is in consideration and inclusive of the time needed to mail and receive such correspondence. The written appeal must be physically received by the RFP manager (or their designee) by close of business on the tenth day.
- 15.5.9** Proposals that are either disqualified or considered non-responsive must file an appeal within ten (10) business days of that determination by either the selection committee or the RFP manager. Additionally, the proposer shall correct the deficiency that resulted in the determination that the proposal would be considered non-responsive or was otherwise disqualified.

The protest statement must include:

1. The specific details surrounding the appeal, as well as specific details in which the selection committee either acted

- improperly or details surrounding the disputed interpretation of a section of this proposal.
2. If the proposal was rejected, considered non-responsive, or the proposal was disqualified, 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:

RFP Administrator
Sonia Song, Serial No. N1742
Phone: (213) 236-1423
Email: N1742@lapd.online
Email: PCRFP@lapd.online

The protest will be reviewed by the RFP/Contract Administrator. Thereafter, the protester will be sent a written decision by the City regarding the protest. 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.

In lieu of filing a protest, a debriefing may be requested to discuss the strengths and weaknesses of the requestor's proposal. The debriefing is only intended to help an unsuccessful Proposer with any future submissions. Proposers who file a protest will not be entitled to a debriefing.

15.6 Proposal Errors

Proposer is liable for all errors or omissions incurred by Proposer in preparing the Proposal. Except as provided elsewhere in this RFP, Proposer will not be allowed to alter Proposal documents after the due date for submission.

City reserves the right to make corrections or amendments due to errors identified in Proposal by City or Proposer. This type of correction or amendment will only be allowed for errors such as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to Proposal. All changes must be coordinated in writing with, authorized by and made by City.

15.7 Disqualification

The City recognizes that although the evaluation criteria has certain values assigned to each broader category, certain shortcomings (as delineated) may result in automatic disqualification of an RFP from qualification (such as lack of proper licensing). Furthermore, a score of zero ("0") points in any category shall result in disqualification from consideration. Proposers must be responsive to each part of the evaluation criteria.

16.0 PROHIBITION OF COMMUNICATION DURING RFP EVALUATION PERIOD

After the submittal of proposals 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 regarding this RFP or the proposals during this period of time, unless authorized by this RFP. **Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal. This is not intended to prevent current contractors from conducting on-going business under existing contracts.**

17.0 CONFLICTS OF INTEREST

Provide information on whether your firm represents any interests that may constitute a conflict of interest in your contracting with the City, the Port of Los Angeles, Los Angeles World Airports, the Los Angeles Department of Water and Power, or any other City agency or affiliated entity.

Provide information on whether you or your firm are currently a party to an active claim or lawsuit against the City of Los Angeles or any of its related public or proprietary agencies.

18.0 GENERAL CITY RESERVATIONS

- 18.1** City reserves the right to verify the information in the response.
- 18.2** If a firm knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this RFP, the City reserves the right to terminate that contract.
- 18.3** Submission of a response to this RFP shall constitute acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of 120 days from the date set for receipt of responses. Firms awarded a contract pursuant to this RFP will be required to enter into a written contract with the City approved as to form by the City Attorney. This RFP and response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.
- 18.4** The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
- 18.5** The City reserves the right to withdraw this RFP at any time without prior notice. The City reserves the right to reject any and all proposals submitted and to waive any informality in any proposal received, when to do so is to the advantage of the City or its taxpayers. The City makes no representation that any contract will be awarded to any firm responding to this RFP. The City reserves the right to extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended.
- 18.6** A Proposer may withdraw its response prior to the specified due date and time. A written request to withdraw, signed by an authorized representative of the Proposer, and must be submitted to The Board at the address specified herein for submittal of proposal. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time prior 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 eighty (180) days following the deadline for submission of proposals specified in this RFP.
- 18.7** All costs of response preparation shall be borne by the Proposer. The City

shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation and/or submission of the response.

- 18.8** Unnecessarily elaborate or lengthy responses or other presentations beyond those needed to give sufficient and clear response to all of the RFP requirements are not desired. The response must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award.
- 18.9** Responses shall be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt.
- 18.10** A firm will not be recommended for a contract award, regardless of the merits of the response submitted if it has a history of contract noncompliance with the City or other funding source or poor past or current performance with the City or other funding source.
- 18.11** The City reserves the right to retain all responses submitted and the responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the responses submitted in response to this RFP. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 *et seq.*). Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant may be required to seek a protective order if the City determines that the subject material must be disclosed.
- 18.12** In the event that one or more contracts are awarded, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City entity.
- 18.13** 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.

18.14 Contractor Evaluation Ordinance

Proposers are advised that any contract awarded as a result of this RFP process will be subject to the provisions of Los Angeles Administrative Code Section 10.39 et seq., Contractor Evaluation Ordinance (CEO). In accordance with this Ordinance, the City will conduct an evaluation of a contractor's performance at the end of the contract.

The City may also conduct evaluations of the contractor's performance during the term of the contract. 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. Information from the evaluations will be kept in a centralized database, and City departments will consider that information when awarding future service contracts.

18.15 Pre-Award Negotiations

Prior to award of the contract(s), the successful vendor(s) may be required to attend negotiation meetings. The purpose of the meeting(s) will be to discuss and negotiate contract requirements, prices, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc., in order to insure successful administration of the contract.

18.15 The City may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with those Proposers within a competitive range. Proposals should be submitted on the most favorable terms the Proposer can provide.

19.0 ATTORNEYS' FEES

If City shall be made a party to any litigation commenced by or against Proposer arising out of Proposer's operations and as a result of which Proposer is held liable, in whole or in part, by settlement, adjudication, or otherwise, then Proposer shall pay all costs and reasonable attorneys' fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

20.0 AWARD OF CONTRACT

The Proposers to whom a contract is awarded, if any, shall be required to enter into a written contract with the City of Los Angeles 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. The contract will, in any event, include fixed prices to be paid by the City for the Proposer to perform the services as provided herein under “Scope of Services.”

The Standard Provisions for City Contracts (Rev. 1/25) [v.2] will be incorporated and made part of the final contract. Proposer should review the Standard Provisions for City Contracts which can be downloaded from www.rampLA.org as part of this RFP.

All contractors must additionally comply with the “Municipal Lobbying Ordinance” (Los Angeles Municipal Code §§ 48.09 (H)). Proposer should review the Municipal Lobbying Ordinance, which can be download at the following Los Angeles City Ethics Commission link: <https://ethics.lacity.org/lobbying>

21.0 PROPOSAL CHECK LIST

All documents listed must be included with your proposal. Please indicate non-applicable (N/A) on any documents that do not apply to your company. Utilize the following checklist to ensure all items required are completed and submitted.

21.1 General Information

- _____ Attend Mandatory Pre-Proposal Conference (Section 2.5)
- _____ Two electronic copy of the complete Proposal (via email) (Section 2.2)

21.2 Required Content of Proposal

- _____ Cover Letter with Appropriate Signatures (Section 10.1)
 - _____ General Statement (Section 10.1.1.1)
 - _____ Name, Address, Telephone Number, Fax Number, E-Mail and Legal Business Status (Section 10.1.1.2)
 - _____ Required Indemnity Language (Section 10.1.1.4)
 - _____ Statement as to the name and title of the authorized person (Section 10.1.1.5)
- _____ Background and Qualifications of the Proposer(s)/Organization (Section 10.2)
- _____ Business Plan Requirements (Section 10.3)

- _____ Itemized Price Breakdown for Services Provided (Section 10.3.1)
- _____ Customer Satisfaction and Performance Excellence Action Plan (Section 10.3.2)
- _____ Operating Statements and Financial Information (Section 10.3.3)
- _____ Financial Statement (Section 10.3.4/10.3.5)
- _____ Business Organization Statement (Section 10.3.6)
- _____ History and Description of the Firm (Section 10.3.7)
- _____ Key Personnel Requirements (Section 10.4)
 - _____ Demonstration Capability of Key Personnel (Section 10.4.1)
 - _____ Resumes of Key Employees and Others (Section 10.4.2)
- _____ Disclosures (Section 10.5)
- _____ Experience (Section 10.6)
 - _____ Government Agency Service Provider Experience (Section 10.6.1)
 - _____ Comparable Experience (Section 10.6.3)
- _____ Financial Proposal (Section 10.7)
- _____ List of all City of Los Angeles Contracts Held Within the Last Ten Years (Section 10.8)
 - _____ List of All Current References (Section 10.8.2)
- _____ Qualified Employees List and Information (Section 10.9)
- _____ Corporation or Other Entity Capability (Section 10.10)
- _____ Confidentiality Notice (Section 10.11)
- _____ Use of Subcontractors/Organizational Relationships (Section 10.12)

Note: If none of the sections are applicable, please indicate within the proposal that no subcontracting or specified organizational relationships exist.

- _____ Statement Regarding Additional Data (Section 10.3.9)
- _____ Statement Regarding California Public Records Act (If Proposer Claims Any Exemption) (Section 10.11 & 18.11)

21.3 Required Related Documents

- _____ Business Inclusion Program (BIP) Schedule A (Section 11.1 and Appendix A)
- _____ Proposer's Business Locations and Workforce Information (Section 11.3 and Appendix B)
- _____ Statement of Non-Collusion with Appropriate Signatures (Section 11.4 and Appendix C)
- _____ Non-discrimination, Equal Employment Practices, and Affirmative Action (Section 11.5)
- _____ Child Support Assignment Obligations Form (Section 11.6 and Appendix D)
- _____ Service Contract Worker Retention and Living Wage Ordinances Documents (Section 11.7 and Appendix E)
- _____ Contractor Responsibility Ordinance (CRO) Questionnaire and Certification of Compliance with CRO (Section 11.9 and Appendix F)
- _____ Municipal Lobbying Ordinance CEC Form 50 (Section 11.10 and Appendix G)
- _____ Bidder Campaign Contributions and Fundraising CEC Form 55 (Section 11.11 and Appendix H)
- _____ Iran Contracting Act of 2010 Compliance Affidavit (Section 11.12 and Appendix I)
- _____ Government and Business Taxation Forms (Section 11.13)
- _____ Standard Provisions for City Contracts (Section 13.0 and Appendix J)

21.4 Additional Items

- _____ Include a statement that your firm meets established eligibility criteria (Section 3.0)
- _____ Address all applicable Scope of Service Items (Section 4.0)
- _____ Compensation Rates (Section 5.0)

Note: Your proposal must include information regarding all associated costs and fees

_____ Statement of Acceptance or Specific Objections to Terms and Conditions (Section 15.0)

Note: Included as your last attachment

21.5 Required Related Documents to be Submitted Online (RampLA)

_____ Equal Benefits Ordinance Form/First Source Hiring Ordinance (Section 11.8)

_____ Slavery Disclosure and Border Wall Disclosure Ordinance Affidavit Form (Section 11.8)

21.6 Submitting your Proposal

_____ Follow all instructions delineated within (Section 15.8)

And any other documents indicated on www.rampLA.org as required.

APPENDIX A

BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS

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

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

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

The L.A. Police Department anticipated levels of

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

NOTE: BIP outreach information and/or assistance may be obtained through the RFP Manager Sonia Song, Serial N1742, N1742@lapd.online, 213-236-1423.

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

SUMMARY

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

A. GENERAL

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

Additional information and/or assistance in implementing this Program may be obtained through the RFP Manager Sonia Song, Serial N1742, 213-236-1423.

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
 - a. mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.

- b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current on **the date the Awarding Authority awards a contract for 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 City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC)-West) for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

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

1. City of Los Angeles

Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail address: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certifications-printable-forms>

2. California Department of Transportation, Office of Business and Economic Opportunity

1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
Internet address: www.dot.ca.gov/programs/business-and-economic-opportunity

3. Southern California Minority Supplier Development Council (for a fee)

800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960
Fax: (213) 689-1707
Internet address: www.scmsdc.org

4. Women's Business Enterprise Council – West (WBEC-West)

400 Corporate Pointe, Suite 300
Culver City, CA 90230 Telephone: (310) 461-4361
E-mail: office@wbec-west.org
Internet address: www.wbec-west.com

5. California Public Utilities Commission's Supplier Clearing house (CPUC)

10100 Pioneer
Boulevard, Suite 103,
Santa Fe Springs, CA
90670
Telephone: (562) 325-8685
Fax: (562) 278-0153
Internet address: <http://www.thesupplierclearinghouse.com/>

- b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration as a Small, Local Business Enterprise; or
2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Small, Local Business Enterprise, they can

request an SBE and EBE designation on their RAMP company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

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

1. City of Los Angeles

Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certification>

2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources

707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

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

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

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)

707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)

Internet address: <https://www.va.gov/osdbu/>

9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of sub consulting 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 under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the consultant.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, on **the date the Awarding Authority awards a contract for the project** before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain certified

MBEs, WBEs, SBEs, EBEs, and DVBE's through sub consulting or materials and supplies acquisition to reach anticipated participation levels.

- c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both an MBE and a WBE will be credited as either MBE participation or as WBE participation but will not be credited for both. However, an MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
- g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.
- i. A listed firm whose participation is credited initially as an OBE but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subconsultant has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In

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

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

1. E-mail RAMP Support at support@rampla.org.
2. E-mail the RFP Manager Sonia Song at N1742@lapd.online
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call 213-236-1423

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

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

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

Required Documentation: No documentation is required from the proposer.

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

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

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

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

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

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

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

Required Documentation: E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMP BIP Outreach system. The

notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain areas of work anticipated to be sub consulted, 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 MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work area at the time the RFP was uploaded to the RAMP.

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

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

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

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

The proposer provided interested subconsultants with information about the availability of plans, specifications, and requirements for the selected sub consulting work.

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

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

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

Required Documentation:

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

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

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

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

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

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

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

Note: At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15)

calendar days prior to the RFP response submittal deadline. 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 subconsultant responses or is deemed contrary to the intent of this Indicator. City staff will access the RAMP and verify compliance with this Indicator after the RFP submission deadline.

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

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subconsultants register on the RAMP prior to the award of the contract.

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

E. SUBCONSULTANT SUBSTITUTION

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

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the

substitution, the name of the subconsultant and the name of the replacement.

2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must perform a BIP Supplemental 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/sub consulting 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 area of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.biphhelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.

c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form (Schedule A):
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form, provided herein 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 Board 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 Board to reject all proposals in accordance with Charter Section 371.

RFP SCHEDULE A
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONSULTANT INFORMATION
FORM (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and
DATE ALL SHEETS)

Project Title:	Work Order Number:
Consultant:	Address:
Contact Person:	Phone:

List of all Subconsultants (Service Providers/Suppliers/Etc.)				
Name, Address, and Phone No. of Subconsultant	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Caltrans/City/ MTA Certification No.	Dollar Value of Subcontract

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent		Total Dollars	Percent
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH PROPOSAL

**RFP SCHEDULE B
MBE/ WBE/ SBE/ DVBE/ OBE UTILIZATION PROFILE**

Project Title:	Work Order Number:
Consultant:	Address:
Contact Person:	Phone/Email:

Contract Amount (Including Amendments)	This Invoice Amount

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultant (List All Subconsultants)						
Name of Subconsultant	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent Achieved		Total Dollars	Percent Achieved
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Invoiced to Date Amount (Includes this Invoice)	\$

Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH EACH INVOICE

RFP SCHEDULE C FINAL SUBCONSULTING REPORT

Project Title:		Work Order Number:	
Contractor:		Address:	
Contact Person:		Phone/Email:	
Total Contract Amount (Including Amendments)		\$	

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultants (List All Subconsultants)					
Name, Address, Phone of all Subcontractors Listed on Schedule C	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

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

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

Total Final Amount Invoiced \$

Signature of Person Completing this Form	Printed Name	Title	Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

APPENDIX B

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: _____

APPENDIX C

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 in 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 _____,

(State) (Month) (Year) (Print Name of City)

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.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business Address

Signature of Authorized Officer or Representative Print Name

Title Telephone Number

APPENDIX E

**SERVICE CONTRACTOR WORKER RETENTION AND LIVING WAGE
ORDINANCE**

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 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?

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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 childcare workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees, or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

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

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for

Expenditures that do not meet these thresholds are not covered by the LWO.

- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.

- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).**

Such contracts are categorically exempt from the LWO unless they include a service component that is

more than just incidental (regular and recurring services is required). Examples of such categorically

exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.

- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).**

Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.

- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:

(1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year. (2) The assistance is not for economic development or job growth.

- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13). No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

a. 501(c)(3) Non-profit organizations (LAAC 10.37.1(g)): Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.

b. One-person contractors with no employees (LAAC 10.37.1(f)): Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.

a. Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12): Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non- Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.

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

c. Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)): Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001, that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.

d. City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below. Applicants and departments should refer to

Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).

(1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)). (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)).

REQUIRES COUNCIL APPROVAL

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	
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
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
☐ CFAR: First Year Financial Assistant Recipient	1. Memo justifying the exemption
☐ CFAR: Employing Fewer than Five Employees	2. Proof of startup date
☐ CFAR: Hardship Waiver for Job Training and Preparation Programs	3. List of employee names and hire dates
☐ CFAR: Exemption for Certain Employees	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.
☐ Collective bargaining agreement	A copy of the CBA with the superseding language clearly marked. In addition, Employers servicing the Airport must provide a copy of the most current payroll. Airline Food Caterers must provide payrolls and health benefit statements.
☐ 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	
Approved / Not Approved – Reason: _____	
By Analyst: _____	

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

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

TABLE OF CONTENTS

INTRODUCTION	1
CONTACT INFORMATION.....	1
BIDDER RESPONSIBILITIES	2
PAGE 1: COVER PAGE AND BIDDER INFORMATION	3
A. Original or Amended Filing	3
B. Reference Number.....	3
C. Date Bid Submitted	3
D. Contract Description.....	4
E. Awarding Authority.....	4
F. Bidder Information	4
G. Schedule Summary.....	4
H. Certification.....	5
PAGE 2: SCHEDULE A – BIDDER’S PRINCIPALS	6
PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS	6

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.

page.

Prohibited Contributors
(Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

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

Reference Number (Bid, Contract, or RAMP): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Awarding Authority (Department awarding the contract): 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>)
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>) | Yes
☐ | No
☐ |
| 2. SCHEDULE B — Subcontractors and Their Principals (<i>check one</i>)
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>) | Yes
☐ | ☐ |
| 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____ | | |

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, I will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Name _____

Signature _____

Title _____

Date _____

Schedule A - Bidder's Principals

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

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule A pages are attached

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: _____

☐ Check this box if additional Schedule B pages are attached

APPENDIX I

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 DSG list of persons engaged in investment activities in Iran.

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

OPTION #2: EXEMPTION

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

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

APPENDIX J

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 1/25 [V.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

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

STANDARD PROVISIONS

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
STANDARD PROVISIONS**

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at

\$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

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

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

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

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

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

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

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

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

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

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

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

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

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

California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

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

(Share this information with your insurance agent or broker)

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

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

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

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

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

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

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): No

Professional Liability (Errors and Omissions): Yes

Min. Limit: \$1000000

Discovery Period: 12 months after completion of work or date of termination

Professional Liability Other: Errors & Omissions

Property Insurance (to cover replacement cost of building - as determined by insurance company): No

Pollution Liability: No

Surety Bonds – Performance and Payment (Labor and Materials) Bonds: No

Crime Insurance: No

Cyber Liability: Yes

Min. Limit: \$1000000

Cyber Liability Other:

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

APPENDIX K

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
INFORMATION SERVICES SECURITY ADDENDUM**

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

- 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
- 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
- 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government- private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ____ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled “_”], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

- d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the _____ day of __, 20__.

On behalf of [Party No.1]:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

On behalf of [Party No. 2]:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory

Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services

Division, FBI 1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative