

CONTRACT BETWEEN THE CITY OF LOS ANGELES  
AND DIRECT A/V TO PROVIDE  
MAINTENANCE AND REPAIR SERVICES OF THE PUBLIC ADDRESS SYSTEMS FOR  
THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation, (“City”), acting by order of and through the Board of Airport Commissioners (“BOAC”), and **DIRECT A/V**, a California corporation ( “Contractor”).

**RECITALS**

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, on June 20, 2024, City released a Request for Proposals (“RFP”) for maintenance and repair services of the public address systems (“Services”) for Los Angeles World Airports (“LAWA”) attached as Exhibit A-1; and

WHEREAS, LAWA selected Contractor’s Proposal, attached as Exhibit A-2, from the RFP process, and Contractor has the experience, ability, and resources to provide Services under the terms and conditions set forth herein; and

WHEREAS, City has determined it is in its best interest to contract for such Services.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

**Section 1.0 Term of Contract.** The term of this Contract shall commence upon execution by the Chief Executive Officer and shall terminate five (5) years therefrom, unless earlier terminated pursuant to Section 11 below.

**Section 2.0 Definitions.**

2.1 It is understood that when the following words and phrases are used herein, each shall have the meaning set forth opposite the same:

BOARD: The Board of Airport Commissioners of the City of Los Angeles.

DEPARTMENT

OR LAWA: The Department of Airports of the City of Los Angeles.

CHIEF EXECUTIVE

OFFICER: Chief Executive Officer of the Department of Airports, or her/his authorized designee.

### **Section 3.0 Contractor Scope and Fee.**

3.1 Contractor agrees to provide the Services to City under the contractual terms and conditions set forth in this Contract, the RFP in Exhibit A-1, Contractor's Proposal in Exhibit A-2 and the Cost and Fee Schedule in Exhibit A-3, each of which is attached and incorporated by reference hereto.

3.2 The compensation to Contractor shall not exceed Ten Million Dollars (\$10,000,000). The stated amount is deemed to include all provisions for Contractor's compensation for the Services, including, without limitation, travel costs, fringe benefits, all out of pocket expenses, and overhead costs.

3.3 Contractor shall attach to each billing an invoice and a status report specifying in detail the Services it has supplied to LAWA during the period covered by the invoice.

3.4 City reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Chief Executive Officer, such would be in the best interest of City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to City's representative at LAWA's Office at the address listed below upon fifteen (15) days' notice. The aforesaid records shall not include any proprietary records of Contractor such as cost data.

3.5 Timesheets (by total hours per day for each individual) shall be provided as back-up documents for services rendered.

3.6 City shall not be required to make payments for Services not yet provided or received, nor for Services deemed unsatisfactory by City. The parties agree that the Chief Executive Officer shall make the final determination as to when Contractor's Services or any part thereof have been satisfactorily performed or completed or the Services provided to City to justify release of any given payment to Contractor under this Contract.

3.7 If a necessary change causes an increase in the scope of work or Services to be performed or the Services to be provided by Contractor pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of said increased work or service.

3.8 The costs for Services under this Contract shall be as low as those currently charged the Contractor's most favored customers for comparable quantities under similar terms and conditions. If, at the time Services are provided to LAWA, additional discounts are available to Contractor's other government and commercial customers based on volume guarantees, then, on condition that LAWA requests Contractor's then current list of lowest available costs from Contractor, LAWA will be offered the opportunity to have Services provided at such lower costs as those charged to Contractor's most favored customer based on similar terms and conditions.

3.9 Contractor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor or the subcontractor to a subcontractor, Contractor or the subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Contractor shall include this provision in all subcontracts.

3.10 Work performed under this Contract may require payment of prevailing wages, and Contractor is obligated to make that determination. Contractor shall be bound by and comply with applicable provisions of the California Labor Code and federal, state, and local laws related to labor. Contractor shall indemnify and pay or reimburse City for any damages, penalties or fines and interest (including, but not limited to, attorney's fees and costs of litigation) that City incurs, or pays, as a result of noncompliance with applicable prevailing wage laws.

**Section 4.0 Staffing and Personnel.** In addition to key staff, Contractor shall assign and promptly identify to LAWA specific senior Contractor staff members and senior subcontractor managers (collectively "Management Staff") to provide technical support and expertise as set forth herein. Contractor shall use its best efforts to assure the continuity of the Management Staff assigned to this Contract. Changes to either the Management Staff or the key staff assigned to this Contract shall only be made after written request by Contractor to the Chief Executive Officer and shall be subject to the Chief Executive Officer's prior written approval. If written request for such a change is made, Contractor shall provide any documentation requested by the Chief Executive Officer for review and approval. Any such request for changes to the Management Staff may be disapproved by the Chief Executive Officer, but such disapproval shall not be exercised so as to unreasonably deprive Contractor of its right to make appropriate work assignments.

**Section 5.0 Notices.**

5.1 Notice to City. Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216**

**Office of City Attorney  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

5.2 Notice to Contractor. Written notices to Contractor hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Direct A/V  
12932 Weber Way  
Hawthorne, CA 90250  
Attention: Wayne Shotts,  
Director of Sales and Estimation**

or to such other address as Contractor may designate by written notice to City.

5.3 The execution of any such notice by the Chief Executive Officer shall be as effective as to Contractor as if it were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the Chief Executive Officer or the designee to execute any such notice.

5.4 All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

#### **Section 6.0 City Held Harmless.**

6.1 In addition to the requirements of Section 17, Insurance herein, Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's (and/or its employees' or agents') and/or Sub-Contractor's (and/or its employees' or agents') performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. If applicable, (a) where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence; and/or (b) where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Contractor's design professional services as defined by California Civil Code section 2782.8, Contractor's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of,

pertaining to, or relating to the Contractor's negligence, recklessness or willful misconduct in the performance of the Contract.

6.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

6.3 In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

6.4 Survival of Indemnities. The provisions of this Section 6 shall survive the termination of this Contract.

#### **Section 7.0 Restrictions and Regulations.**

7.1 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

7.2 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Chief Executive Officer which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and/or the Chief Executive Officer with respect to the operation of Airport.

7.3 Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

7.4 Contractor shall be solely responsible for ensuring that the Products and Services fully comply with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

#### **Section 8.0 Independent Contractor.**

8.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract

shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

8.2 Contractor shall retain the right to provide Services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

**Section 9.0 Waiver.** The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

**Section 10.0 Assignment or Transfer Prohibited.**

10.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract, or any portion thereof or any interest therein, without the prior written consent of the Chief Executive Officer. This Contract shall not, nor shall any interest therein, be assignable as to the interest of Contractor by operation of law without the prior written consent of the Chief Executive Officer or his or her authorized representative.

10.2 For purposes of this Contract, the terms “transfer” and “assign” shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the Chief Executive Officer is a violation of this Contract and shall be voidable at LAWA’s option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

10.3 When proper consent has been given by the Chief Executive Officer, the provisions of this Contract shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

**Section 11.0 Termination or Suspension of Services or Contract.**

11.1 City may terminate this Contract, with or without cause, upon giving the Contractor a thirty (30) day advance written notice.

11.2 If, at any time, the Chief Executive Officer, for any reason, decides to terminate or suspend the scope of work, or any part thereof, or Contractor's provision of Services, or any part thereof, the Chief Executive Officer may: (1) require Contractor to terminate or suspend the performance of all, or a portion, of its provision of Services and/or (2) terminate any part of

this Contract, upon giving Contractor thirty (30) days written notice prior to the effective date of such suspension or termination which date shall be specified in such notice.

11.3 In the event that this Contract or any portion thereof and/or Contractor's provision of Services, or any portion thereof is suspended or terminated by Chief Executive Officer, City will compensate Contractor for Services completed and satisfactorily delivered or performed subject to the terms under Section 3.0.

**Section 12.0 Default and Right of Termination.** In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, City may, at its sole discretion, terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

**Section 13.0 Advertisements.** Contractor shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on Airports.

**Section 14.0 Attorneys Fees.** If City shall, without any fault, be made a party to any litigation commenced by or against Contractor arising out of Contractor's use or occupancy of Airport, then Contractor shall pay all costs, expenses, and reasonable attorney's 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.

**Section 15.0 Ownership of Work Product.**

15.1 The City shall own all titles, rights and interests in all Work Products created by Contractor and all of its subcontractors (hereinafter collectively referred to as "Vendors") for the City under this Agreement. Work Products are all materials, tangible or not, created in whatever medium under this Agreement, including without limitation reports, manuals, specifications, drawings and sketches, computer programs and databases, schematics, maps, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property. Contractor shall not dispute or contest, directly or indirectly, the City's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Vendors hereby assign, and if later required by the City, shall assign to the City all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting City's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the City. Contractor agrees that before commencement of any subcontract work it will incorporate all provisions in this Contract on property ownership, including this Section, to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Contract such that the City's titles, rights, and interests in Work Products are preserved and protected as intended herein.

15.2 Contractor represents and warrants that performance of all obligations (including those performed by its subcontractors) under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

15.3 Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action (hereinafter collectively referred to as "Action") against the City, its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (hereinafter collectively referred to as "City Defendants") from and against any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, (hereinafter referred to as "Intellectual Property rights"), (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor or its subcontractors of any tier in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Deliverable furnished by Contractor under the Contract. Contractor also shall indemnify the City against all reasonable attorneys' fees, losses, costs, expenses, liability, and damages awarded against the City or settlement as a consequence of such Action.

15.4 In Contractor's defense of the City Defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

15.5 Rights and remedies available to the City hereinabove shall survive the expiration or other termination of this agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

15.6 Should Contractor have information that (1) any of the Work Products allegedly or actually infringes or is likely to infringe on any third party intellectual property rights (patents, copyrights, trademarks, trade secrets and other proprietary information), or (2) any of the licenses procured on behalf of the City under this Contract is to expire, to be terminated or enjoined sooner than the term procured for, Contractor shall immediately notify City of such alleged, actual or potential infringement or license status. Upon City's request, Contractor shall, at Contractor's own expense:

- i) procure for the City the right or license to continue using the intellectual property at issue; or
- ii) replace the intellectual property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the City or its lessees, or diminish the intended benefits and use of the Work Products by the City or its lessees under the specifications herein.

15.7 The provisions of Paragraphs 15.1 through 15.7 shall survive termination of this Contract.

**Section 16.0 Business Tax Registration.** Contractor represents that it has registered its business with the Office of Finance of the City of Los Angeles and has obtained and presently

holds from that office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Contractor shall maintain, or obtain as necessary, all such certificates required of it under said ordinance and shall not allow any such certificates to be revoked or suspended during the term hereof.

#### **Section 17.0 Insurance.**

17.1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on Insurance, Exhibit B, attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Exhibit B, hereof with respect to Contractor's acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Contractor in, on or about Airport.

17.2 Each specified insurance policy (other than workers' compensation and employers' liability and fire and extended coverages) shall contain a severability of interest (cross liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a contractual endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Contract with the City of Los Angeles."

17.3 All such insurance shall be primary and noncontributing with any other insurance held by City's Department where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer based upon the nature of Contractor's operations and the type of insurance involved.

17.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Airport. In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

17.5 At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of

such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

17.6 Contractor shall provide proof of all specified insurance and related requirements to City either by production of a stamped true and certified copy(ies) of the actual insurance policy(ies), by use of LAWA's own endorsement form(s), by broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of the Los Angeles Administrative Code (the "Code") prior to Contractor occupying the Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

17.7 City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the Chief Executive Officer who may, thereafter, require Contractor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Chief Executive Officer deems to be adequate.

17.8 Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Contractor agrees, except where exempted, to provide City proof of said insurance by and through a surplus line broker licensed by the State of California.

**Section 18.0 Child Support Orders.** This Contract is subject to Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Section 10.10, et seq. related to Child Support Assignment Orders, which is incorporated herein by this reference. A copy of Section 10.10 has been attached hereto for the convenience of the parties as Exhibit C. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor's subcontractor's employees applicable to Child Support Assignment Orders; (2) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (3) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10 (b) of the Code, failure of Contractor or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this

Contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

#### **Section 19.0 Disabled Access.**

19.1 As directly related to Contractor's responsibilities with regard to this Contract, Contractor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans with Disability Act of 1990 and any amendments thereto, or successor statutes.

19.2 Should Contractor fail to comply with Section 19.1, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

#### **Section 20.0 Nondiscrimination and Affirmative Action Program.**

##### **20.1 Federal Non-Discrimination Provisions.**

20.1.1 Contractor assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Contractor or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. [USE GUIDE, paragraph 1].<sup>1</sup>

##### **20.2 Municipal Non-Discrimination Provisions.**

20.2.1 **Non-Discrimination In Use Of Airport.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race,

---

<sup>1</sup> The paragraph references are to mandatory requirements contained in a document entitled, "LEASE AND USE AGREEMENT GUIDE," dated June 6, 1984, revised May 2001, published by the Federal Aviation Administration.

religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Airport or any operations or activities conducted on Airport. Nor shall Contractor or any person claiming under or through Contractor establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees of Airport. Any assignment or transfer, which may be permitted under this Contract, shall also be subject to all non-discrimination clauses contained in Section 20.2.

20.2.2 **Non-Discrimination In Employment.** During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

20.2.3 **Equal Employment Practices.** If the total payments made under this Contract are One Thousand Dollars (\$1,000) or more, this provision shall apply. During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. A copy of Section 10.8.3 has been attached to this Contract for the convenience of the parties as Exhibit D. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

20.2.4 **Affirmative Action Program.** If the total payments made under this Contract are One Hundred Thousand Dollars (\$100,000) or more, this provision shall apply. During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. A copy of Section 10.8.4 has been attached to this Contract for the convenience of the parties as Exhibit E. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

## **Section 21.0 Equal Benefits Ordinance.**

21.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance (“EBO”), Contractor certifies and represents that Contractor will comply with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by City, including Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term “Non-ERISA Benefits” shall mean any and all benefits payable through benefit arrangements generally available to Contractor’s employees which are neither “employee welfare benefit plans” nor “employee pension benefit plans”, as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not limited to, all benefits offered currently or in the future, by Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as “employee welfare benefit plans” or “employee pension benefit plans”, and, which include any bereavement leave, family and medical leave, and travel discounts provided by Contractor to its employees, their spouses and the domestic partners of employees.

21.2 Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.”

21.3 The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Contract by City. If Contractor fails to comply with the EBO City may cancel or terminate the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by City. City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance. If City determines that Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, City may terminate the Contract.

## **Section 22.0 First Source Hiring Program For Airport Employers (for LAX ONLY).**

Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached as Exhibit F and made a material term of this Contract.

## **Section 23.0 Living Wage Requirements.**

### **23.1 Living Wage Ordinance.**

23.1.1 **General Provisions: Living Wage Policy.** This Contract is subject to the Living Wage Ordinance (the "LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the parties as Exhibit G. The LWO requires that, unless specific exemptions apply, any employees of a service contractor who render services that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the Federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with Federal law prohibiting retaliation for union organizing.

23.1.2 **Living Wage Coverage Determination.** An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee is exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

23.1.3 **Compliance; Termination Provisions And Other Remedies: Living Wage Policy.** If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the

minimum wage rates, effective on the execution date of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

**23.2 Subcontractor Compliance.** Contractor agrees to include, in every subcontract or sublease covering City property entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the LWO with respect to City's property; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the LWO directly against the subcontractor with respect to City property, and (ii) invoke, directly against the subcontractor with respect to City property, all the rights and remedies available to City under Section 10.37.5 of the LWO, as same may be amended from time to time.

**Section 24.0 Small Business/Local Business/Local Small Business/Disabled Veteran Business Enterprises.**

**24.1** Contractor hereby agrees and obligates itself to utilize the services of the Small Business Enterprise (SBE) firms designated in its Proposal on the level designated in its Proposal (specifically, a 100% Small Business Enterprise (SBE) Subcontractor level of participation for the required project designated work).

**24.2** Contractor hereby agrees and obligates itself to utilize the services of the Local Business Enterprise (LBE) firms designated in its Proposal on the level designated in its Proposal (specifically, a 100% Local Business Enterprise (LBE) Subcontractor level of participation for the required project designated work).

**24.3** Contractor hereby agrees and obligates itself to utilize the services of the Local Small Business Enterprise (LSBE) firms designated in its Proposal on the level designated in its Proposal (specifically, a 100% Local Small Business Enterprise (LSBE) Subcontractor level of participation for the required project designated work).

**24.4** Contractor hereby agrees and obligates itself to utilize the services of the State Disabled Veteran Business Enterprise (DVBE) firms designated in its Proposal on the level designated in its Proposal (specifically, a 1.12% Disabled Veteran Business Enterprise (DVBE) Subcontractor level of participation for the required project designated work).

24.5 Contractor hereby further agrees and obligates itself to strictly comply with all of the Rules and Regulations of LAWA's Small Business Enterprise Program and LAWA's Local and Local Small Business Enterprise Program (collectively, "Programs").

24.6 Failure to comply with any of the Programs' requirements shall subject Contractor to the "Penalties" set forth in the Programs' Rules.

24.7 Contractor shall submit, on a monthly basis, together with its invoice for payment or on its own if no invoice for that month exists, the Subcontractor Utilization Report or data entry into a business enterprise monitoring system selected by LAWA listing the SBE/LBE/LSBE Subcontractors utilized during the reporting period. Contractor shall cooperate with LAWA personnel in providing such information as shall be requested by LAWA in order to ensure compliance with the provisions of this Section. LAWA will not process or pay Contractor's subsequent invoices if the monthly Subcontractor Utilization Report or data entry into a business enterprise monitoring system selected by LAWA are not timely submitted or if Contractor fails to cooperate with LAWA personnel by promptly providing any and all information related to SBE/LBE/LSBE participation requested by LAWA.

24.8 Failure to comply with any of the terms of this Section (or the terms of this Contract) shall constitute a material breach of contract and may result in Contractor being deemed "Non-Responsible." (Section 10.40 et seq. of the Los Angeles Administrative Code.)

**Section 25.0 Municipal Lobbying Ordinance.**

Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance, Municipal Code Section 48.01 et seq., as amended.

**Section 26.0 Alternative Fuel Vehicle Requirement Program (for LAX Only).**

Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the "Alternative Fuel Vehicle Requirement Program"). The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit H and made a material term of this Contract.

**Section 27.0 Environmentally Favorable Operations.**

Contractor acknowledges for itself and any subcontractors that its operation of its activities under this Contract will be subject to all the Department's policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (collectively "LAWA Policies") as such LAWA Policies may be promulgated, revised and amended from time-to-time."

**Section 28.0 Compliance With Los Angeles City Charter Section 470(c)(12).**

28.1 The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.**

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

28.2 Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**Section 29.0 Contractor Responsibility Program.**

29.1 Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

29.2 Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor

Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

### **Section 30.0 Miscellaneous Provisions.**

30.1 **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor.

30.2 **Section Headings.** The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

30.3 **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

30.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

30.5 **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

30.6 **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

30.7 **Ordinance and Code Language Governs.** City of Los Angeles ordinance and code exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.

30.8 **Amendments to Ordinances and Codes.** The obligation to comply with any ordinances and codes which have been incorporated into this Contract by reference shall extend to any amendments which may be made to those ordinances and codes during the term of this Contract.

30.9 **No Exclusive Right.** No provision of this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of the Federal Aviation Act, 49 U.S.C. 40103(e) and 40107(a)(4)(Public Law No. 103-272).

30.10 **Amendment.** All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

30.11 **Force Majeure.** Notwithstanding any other provision hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond the Contractor's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargos or delay in transportation, and changes in federal, state or local laws.

**Section 31.0 Entire Agreement.** This Contract contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

**Section 32.0 Other Requirements and Provisions.**

32.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

32.1.1 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. *In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.*

*This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.*

32.1.1.1 *The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.*

32.1.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit I, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United

States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit I:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

32.1.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

32.1.4 Contractor agrees that it shall insert the provisions found in Subsections 32.1.1 and 32.1.2, inclusive of Exhibit I in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

**SIGNATURE BLOCK**

IN WITNESS WHEREOF, City has caused this Contract to be executed by the Chief Executive Officer of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

**CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

**HYDEE FELDSTEIN SOTO**

City Attorney

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

By: \_\_\_\_\_  
Assistant/Deputy City Attorney

By \_\_\_\_\_

Chief Executive Officer  
Department of Airports

By \_\_\_\_\_

Chief Financial Officer

ATTEST:

**DIRECT A/V**, a California corporation

By: Lori Frontino  
Lori Frontino (Mar 25, 2025 16:30 PDT)  
Signature (Secretary)

Lori Frontino  
Print Name

By: Lawrence Frontino  
Lawrence Frontino (Mar 25, 2025 16:18 PDT)  
Signature

Lawrence Frontino  
Print Name

V.P.  
Print Title

**EXHIBIT A-1**  
**REQUEST FOR PROPOSAL**

# Request For Proposals

## Maintenance and Repair - Public Address Systems

**RFP Number: 0035-2024-04-RFP**

**RFP Issue Date: June 20, 2024**

**Proposal Due Date: July 29, 2024**

## TABLE OF CONTENTS

<b>SECTION 1 - Procurement Overview &amp; Instructions .....</b>	<b>3</b>
1.1 Project Summary .....	3
1.2 About LAWA .....	3
1.3 Communications.....	4
1.4 Procurement Schedule .....	4
1.5 Pre-Proposal Meeting & Site Visits.....	5
1.6 Questions, Inquiries, Clarifications, & Requests .....	5
1.7 Addenda .....	6
1.8 Additional Procurement Instructions .....	6
 <b>SECTION 2 - Formatting &amp; Submission Requirements .....</b>	 <b>13</b>
2.1 Adherence .....	13
2.2 Date and Time .....	13
2.3 Notice of Intent to Propose.....	13
2.4 Electronic Submission.....	13
2.5 General Format .....	13
 <b>SECTION 3 - Proposal Contents .....</b>	 <b>15</b>
3.1 Administrative Documents.....	15
3.2 Business Enterprise (BE) .....	15
3.3 Minimum Requirements .....	16
3.4 Written/Technical Proposal.....	16
3.5 Cost & Fee Schedule .....	21
 <b>SECTION 4 - Evaluation Procedures.....</b>	 <b>22</b>
4.1 Administrative Submission Requirements .....	22
4.2 Evaluation of Written Proposal .....	22
4.3 Evaluations of Interviews, Presentations, or Demonstrations .....	23
4.4 Final Rankings .....	23
4.5 Clarification & Negotiation Period .....	23
4.6 Contract & Award .....	24
 <b>SECTION 5 - Statement of Work.....</b>	 <b>25</b>
5.1 Summary .....	25
5.2 Background Information .....	25
5.3 Schedule Expectations .....	26
5.4 Budgetary Expectations .....	26
5.5 Technical Requirements .....	26
5.6 Deliverables/Reports .....	26

**SUBMITTALS .....Separate Documents**

- A. Administrative Documents
- B. Business Enterprise (BE) Program Participation
- C. Minimum Requirements
- D. Written Proposal
- E. Fee/Cost Schedule

**EXHIBITS .....Separate Documents**

- Exhibit 1 Technical Scope of Work
- Exhibit 2 Sample Contract / Agreement
- Exhibit 3 ACS controller per terminal
- Exhibit 4 LAX Terminal Public Address System Inventory
- Exhibit 5 LAX White Zone Paging System Inventory

# SECTION 1

## PROCUREMENT OVERVIEW AND INSTRUCTIONS

### 1.1 PROJECT SUMMARY

LAWA is issuing this Request for Proposal ('RFP') to solicit proposals from qualified firms ('Proposer') to provide technical maintenance and repair services for LAWA's Public Address and other paging related electronics (PA) systems located throughout the Los Angeles International Airport (LAX). LAWA may select one or more vendors at its sole discretion.

The estimated budget for this project is \$10,000,000. The expected contract duration is a five-year (5) term. The contract type is attached as Exhibit 2 Sample Contract/Agreement to this solicitation. The contract specific mandatory Business Enterprise (BE) Program goals are detailed in Section 3.2 Submittal A – Business Enterprise (BE). Proposers are directed to Section 3.3. Submittal C – Minimum Requirements, for proposer minimum requirements.

The objective of this Request for Proposal (RFP) is to award a 5-year agreement to a successful Proposer who will be responsible for but not limited to, provide 24/7, 365 days a year, including holidays maintenance and repair services, systems configuration and programming, equipment relocations and replacements, salvage of equipment after replacement, firmware and software updates, systems documentation, and preventative maintenance services of all equipment and parts. Proposers are directed to Section 5 outlines the Scope of Work.

### 1.2 ABOUT LAWA

The City of Los Angeles, Los Angeles World Airports ('LAWA') owns and operates Los Angeles International Airport (LAX) and Van Nuys (VNY) general aviation airport. Both LAX and VNY play an integral role in helping to meet the Southern California regional demand for passenger, cargo, and general aviation services. Both airports make a distinct contribution to the strength of the system by providing a high level of safety, security and service for their customers, communities, and stakeholders. LAWA's mission is to serve the world, connecting people, places, and cultures.

LAX, the eight-busiest airport in the world, serving nearly 75.1 million passengers in 2023, is in the midst of a multi-billion-dollar capital improvement program that will touch on all nine passenger terminals and build new facilities, including an Automated People Mover (APM) train, Consolidated Rent-A-Car (ConRAC) facility and new Concourse 0 and Terminal 9.

LAWA is committed to using its procurement process to create an environment for equitable processes and outcomes in contracting through a program of inclusivity. The purpose of LAWA's Inclusivity Program, with requirements further described in the Proposal Contents section of this solicitation, is to assist with strengthening community and business partnerships which will result in increased opportunities for small and diverse businesses owned by women and people of color. LAWA encourages Proposers to engage in early and meaningful efforts to achieve any Business Enterprise requirements set forth in this solicitation.

### 1.3 COMMUNICATIONS

The individual listed below is responsible for the administration of this procurement ('Procurement Contact'). Proposers shall NOT contact or communicate with any other LAWA employees regarding this RFP. Any violation may result in immediate disqualification of the Proposer from this procurement.

Procurement Contact: **Darlene Gray**  
Title: **Buyer**  
E-Mail: [lawaprocurements@lawa.org](mailto:lawaprocurements@lawa.org)

Proposer may only rely upon written information provided by LAWA. Proposer shall not rely upon, and LAWA shall not be responsible for, any oral information or instructions provided in reference to this Solicitation Document.

Proposers may not communicate with any LAWA consultant, elected official, LAWA Board of Airport Commissioners, evaluation panel, or LAWA employee (with the exception of the LAWA Procurement Contact identified in this RFP) regarding this RFP at any time prior to contract award. **All Proposers must be registered in the City's Regional Alliance Marketplace for Procurement (RAMP) which can be found at [www.rampla.org](http://www.rampla.org) and LAWA's electronic procurement system, Bonfire, at <https://lawa.bonfirehub.com>.**

Until notification of the award is published on the City of Los Angeles RAMP website, or firms are otherwise notified by LAWA, all communications must be in writing and follow the instructions in the RFP. Any violation of these requirements and procedures may result in disqualification from this procurement.

### 1.4 PROCUREMENT SCHEDULE

LAWA will make every effort to adhere to the procurement schedule shown below. LAWA reserves the right, at its sole discretion, to adjust the schedule of events as it deems necessary.

ACTIVITY	TIME	DATE
RFP Released / Issued		Thursday, June 20, 2024
Pre-Proposal Meeting	9:00 am PST	Tuesday, July 9, 2024
Deadline to Submit Questions	2:00 pm PST	Monday, July 15, 2024
Notice of Intent to Propose	2:00 pm PST	Monday, July 29, 2024
<b>PROPOSAL DUE DATE (Deadline to Submit)</b>	<b>2:00 pm PST</b>	<b>Tuesday, July 29, 2024</b>
Clarification and Negotiation Period		September
Notice of Intent to Award		October

### **1.5 PRE-PROPOSAL MEETING**

A pre-proposal meeting will be conducted to provide an overview of the RFP, the project specifics, and information regarding the proposal submittal. This meeting is NOT mandatory but highly recommended. Due to capacity constraints, Proposers are asked to limit attendance to three (3) people from each company. Nothing stated at the Pre-Proposal conference may change the RFP unless a change is made by written addendum.

- Pre-proposal Meeting Location: 6053 W. Century Blvd. 2<sup>nd</sup> Floor Room 211 A/B, Los Angeles CA 90045
- If you plan on attending this meeting, please send an RSVP email via Bonfire Vendor Discussions (project page -> messages-> Vendor Discussions) with subject "RSVP Mass Notification System Meeting" least two (2) days prior to the date of the meeting. Please include a list of personnel that would like to attend this meeting (first and last name, email address, and phone numbers).

Site visit special requirements (Parking is not validated.)

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability. Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request to the point of contact organizing this meeting at least seven (7) business days prior to the meeting you wish to attend. The Procurement Contact will then request the resources through the LAWA ADA Office. For general information, please visit the LAWA ADA website at <https://www.flylax.com/lax-accessibility>.

### **1.6 QUESTIONS, INQUIRIES, CLARIFICATIONS, EXCEPTIONS, AND & REQUESTS**

Proposers are expected to promptly review this solicitation, including all the submittals, attachments, exhibits, appendix, and addenda.

Any exceptions to the contractual terms and conditions, as well as any other questions, inquiries, concerns, clarifications, discrepancies, or omissions shall be submitted via Bonfire to the Procurement Contact designated for this RFP no later than the date specified in Section 1.4 Procurement Schedule.

Questions must include the RFP Number and must be submitted in the following format below:

- Identify the section number, page number, and the text of passage being questioned.
- Identify your question in relation to the text being questioned.

LAWA, in its sole discretion, may or may not make any changes to the any documents in response to such questions, exceptions, or request for modification.

LAWA will make every attempt to answer all questions, however; LAWA does not guarantee that all questions will be answered. LAWA will not accept or respond to any inquiries not submitted in the format outlined above LAWA will not accept or respond to oral inquiries. The City of Los Angeles and LAWA is not responsible for any answers not published on the Bonfire website.

## **1.7 ADDENDA**

LAWA may issue addenda to make changes to this RFP, respond to any questions, or provide clarification to information stated within the RFP. All written/published addenda shall become part of this RFP and must be considered by the Proposer and acknowledged in its proposal. All other communications are unofficial and non-binding. Proposers are responsible for reviewing all addenda and incorporating them into their proposal. Proposers are required to affirm receipt of all addenda in the Acknowledgment Letter (Submittal A Administrative Documents).

LAWA utilizes the Regional Alliance Marketplace for Procurement ('RAMP') for the advertisement of RFPs for proposers and Bonfire for documents, addendums, information, and submissions related to this procurement. In addition, should LAWA amend the requirements set forth herein, a written addendum will be issued reflecting any changes and such an addendum will be posted at <https://lawa.bonfirehub.com>.

## **1.8 ADDITIONAL PROCUREMENT INSTRUCTIONS**

Proposers are expected to read and understand all terms, conditions, disclaimers, and requirements associated with this RFP. By submitting a response to this RFP, the Proposer agrees to be bound by all of the terms, conditions, disclaimers, and requirements set forth in this solicitation.

### **A. PROPOSER ORGANIZATION**

LAWA does not intend to limit the type of entity that may propose. Proposing entities may include individuals, corporations, partnerships, academic institutions, limited liability corporations, or joint ventures. The proposer should be the legal entity that will execute the Agreement. The Proposer need not have all the required skills and experience in-house but may assemble a team to provide the necessary skills and experience. The team may be assembled in a variety of ways, including through contracting, partnering, joint venturing, etc.

### **B. VALIDITY OF PROPOSAL**

In submitting the proposal, the Proposer agrees the proposal will remain valid for 90 days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement.

### **C. EXPENSE, OWNERSHIP AND DISPOSITION**

LAWA shall not be responsible in any manner for any costs associated with the preparation or submission of any documents or materials purchased, prepared, or presented during any interviews or any additional documentation provided or requested by LAWA. All submitted documents, including all drawings, plans, photos, and narrative material, may become the property of LAWA upon receipt by LAWA. LAWA shall have the right to copy, reproduce, publicize, release, or otherwise dispose of each submittal in any way that LAWA selects. The California Public Records Act shall apply to all Proposals.

### **D. ONLY ONE PROPOSAL ACCEPTED**

LAWA will accept only one proposal for this RFP from any one Proposer. This restriction includes proposals submitted under different names by one firm, corporation, partnership, or Joint Venture.

**E. SINGLE PROPOSAL RESPONSE**

If only one (1) Proposer responds to the RFP, LAWA may award to that proposer, re-solicit for new proposals, or cancel the RFP at LAWA's sole discretion. LAWA may also require a detailed cost/price analysis to determine the reasonableness of the price/cost, or fees proposed. If LAWA determines that a cost analysis is necessary, the Proposer must be prepared to provide, upon request, summaries of estimated costs and documentation supporting all cost elements.

**F. CONFLICT OF INTEREST**

Government Code Section 1090 et seq. precludes a consultant or contractor from having a financial interest in a public contract that such consultant or contractor had the potential to influence while performing work for the City. This includes a bar on a consultant or contractor benefiting from a public contract which results, directly or indirectly, from the services provided by such consultant or contractor. A Proposer shall include in its submission information identifying itself or any other affiliate or subcontractor and employees and principals of the affiliates or subcontractors that are proposed to perform work under this RFP and that has previously performed work for the City relating to this project as well as a description of the prior work for the City. Additionally, If a Proposer discovers any perceived, potential or actual conflict of interest, the Proposer must promptly disclose the same to the City in a written statement delivered by a representative of the Proposer to the Procurement Contact, including the names and contact information of the persons to which the perceived, potential or actual conflict of interest relates and a full and detailed description of the perceived, potential or actual conflict of interest.

Without limiting any other right reserved herein in favor of LAWA, LAWA reserves the right, in its discretion, to disqualify a Proposer due to the existence of a conflict of interest.

Execution of the Project Agreement by the Preferred Proposer shall constitute a representation by the Preferred Proposer that, at the time of such execution, the Preferred Proposer knows of no circumstances, present or anticipated, which come within the provisions of Government Code Section 1090.

Proposers are advised to obtain independent legal counsel in order to fully understand the applicability of, and the penalties for violating, Government Code Section 1090 and any other applicable conflict of interest laws.

**G. COLLUSION OR INFLUENCE**

Any attempt by a Proposer to improperly influence a member of the evaluation panel directly or indirectly during the proposal evaluation and scoring process will result in the elimination of that Proposer from consideration. Any evidence or appearance of collusion among Proposers shall be grounds for immediate disqualification.

**H. GOVERNING LAW**

This RFP shall be governed by, construed, and enforced in accordance with the laws of the State of California and the applicable laws of the City of Los Angeles.

In addition to the requirements of Title VI of the Civil Rights Act of 1964, Proposer shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be

excluded from participating in any activity conducted with or benefiting from Federal assistance. Further, Proposer shall comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and as may be amended or interpreted by the Federal Aviation Administration or the United States Department of Transportation from time to time.

**I. RIGHT OF REJECTION AND WAIVER OF INFORMALITY**

LAWA reserves the right to reject any and all submittals and/or to waive any informality in the submittals when to do so would be to the advantage to LAWA. The receipt of any submittal shall not in any way obligate LAWA to enter into an agreement, concession agreement, lease, or any other type of contract of any kind with any Proposer.

**J. RIGHT TO RECEIVE ADDITIONAL INFORMATION AND VERIFICATION**

LAWA reserves the right to request any additional information at any time to assist in its evaluation. LAWA reserves the right to verify all submitted information, including all references, use of the internet and social media, and to contact third parties for additional references and information as it deems advisable.

**K. INSURANCE**

Proof of Insurance. The selected Proposer shall, at the time of the execution of the Agreement and prior to commencing any work or service, present signed certificates of insurance for all required coverages to LAWA with any applicable endorsements attached. The selected Proposer shall provide at contract inception and expiration of any insurance policy required by this Agreement all certificates of insurance and applicable endorsements as required by the Contract directly to LAWA.

The selected Proposer shall not receive a notice to proceed with the work under the "Agreement" until it has obtained all insurance required and such insurance has been approved by LAWA. This approval of insurance shall neither relieve nor decrease the liability of the selected Proposer.

**L. PUBLIC DISCLOSURE REQUIREMENTS**

All documents submitted in response to the RFP will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, California Government Code §§ 7920, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal non-responsive and will be rejected. LAWA will not provide advice as to the nature or content of documents to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "trade Secret," "confidential" or "Proprietary."

LAWA is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake

or negligence on the part of LAWA or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to LAWA in compliance with the California Public Records Act.

The bidder shall agree to reimburse LAWA for, and to indemnify, defend and hold harmless LAWA, its Board, officers, representatives, assigns, successors, fiduciaries, employees and agents from and against any and all claims, damages, losses, liabilities, suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorney's fees, expenses and court costs of any nature whatsoever arising from or relating to LAWA's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, LAWA may request that the bidder directly defend any action for disclosure of any information marked "Trade Secret," "Confidential," "Proprietary," or otherwise; if the bidder refuses to do so after requested by LAWA's sole option, LAWA may release those parts of the proposal so marked without any liability whatsoever to the proposer.

**M. WET SIGNATURES**

LAWA reserves the right to require the submission of wet signature copies of the proposal from the Successful Proposer(s). If LAWA requires a wet signature copy, the Successful Proposer(s) will be notified in writing.

**N. ADDITIONAL DISCLAIMERS AND RESERVATIONS**

By submitting a response to this RFP, the Proposer agrees to be bound by all of the terms, conditions, disclaimers, and requirements set forth in this RFP.

Failure by LAWA to object to an error, omission, or deviation in the submittal package will in no way modify this Solicitation Document or excuse Proposer from full compliance with the requirements of this Solicitation Document. Neither the Board nor LAWA shall be obligated to respond to any submittal, nor shall they be legally bound in any manner whatsoever by the receipt of a submittal.

All information stated in the submittal should be factual, truthful and should not be fabricated, embellished, extended, or misrepresented. LAWA reserves the right to postpone the submittal due date, cancel this competitive process; issue addenda to this Solicitation Document; issue a new Solicitation Document; or pursue other options when it is in LAWA's best interests to do so.

**O. RIGHT TO CANCEL**

LAWA may cancel this RFP at any time. LAWA is not responsible for any costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.

**P. ERRORS OR OMISSIONS**

Proposer is liable for all errors or omissions incurred by Proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the due date for submission unless approved by LAWA in writing.

**Q. CORRECTIONS AFTER SUBMISSION**

LAWA reserves the right to make corrections or amendments due to errors identified in the proposal by LAWA or the 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 dated, and time stamped and attached to the proposal. All changes must be coordinated in writing with and authorized by LAWA.

**R. INCORRECT PROPOSAL INFORMATION**

If LAWA determines that a Proposer has provided incorrect information for consideration in the evaluation process, which the Proposer knew or should have known, was materially incorrect, that proposal may be deemed non-responsive, and the proposal may be rejected.

**S. WITHDRAWAL OF PROPOSAL**

A proposer may withdraw their submitted proposal at any time prior to the specified due date and time. Requests must be in writing. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

**T. MISREPRESENTATION**

If any information stated in the submittal is found to be misrepresented in any manner, this may be grounds for disqualification of the proposal.

**U. PROTEST PROCEDURES**

**Mandatory Time Limits:** The procedures and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

**Protests of RFP Content:** It is the intent of this paragraph to provide proposers with a process to formally object to the content of the solicitation document. A protest and all required copies relative to the content of the RFP, must be submitted in detail in writing, signed by the Protestor or by a representative of Protestor, and be received in the offices of the Los Angeles City Attorney's Office, Airport Division, and the Director of Strategic Sourcing Division, at the below addresses, before 5:00 p.m. ten (10) calendar days after the issuance of the RFP by LAWA. If the tenth calendar day falls on a weekend or legal holiday, the Protest period ends at 5:00 p.m. (local time) the following business day. The protest shall contain a full and complete statement specifying, in detail, the factual grounds and legal basis of the protest of the content of the RFP. The protest shall refer to the specific portion of the RFP or other related document that forms the basis for the protest. The protest must include the name, address, and telephone number of the Protestor and Protestor's representatives.

All protests must be addressed to:

Director of Strategic Sourcing Division  
Los Angeles World Airports  
7301 World Way West, 4th Floor  
Los Angeles, CA 90045

With a copy to the:  
The Office of the City Attorney, Airport Division  
1 World Way, Room 104  
Los Angeles, CA 90045

Only protests meeting the above criteria will be reviewed. LAWA will issue a written decision on the Protest of Content prior to the proposal due date.

**Protests of Notice of Intent to Award**

It is the intent of this paragraph to provide proposers with a process to formally object to the award related to this RFP. A protest and all required copies relative to a Notice of Intent to Award of a contract to a particular Proposer on this RFP, must be submitted in detail, in writing, signed by the Protestor or by a representative of Protestor, and received in the offices of the Los Angeles City Attorney's Office, Airport Division and the Director of Strategic Sourcing Division at the below address, before 5:00 p.m. on the tenth (10) calendar day after the notification of the Notice of Intent to Award. If the tenth calendar day falls on a weekend or legal holiday, the Protest period ends at 5:00 p.m. (local time) the following business day. The protest shall contain a full and complete statement specifying, in detail, the factual grounds and legal basis of the protest. The protest shall refer to the specific portion of the RFP, any submitted proposal, or other document that forms the basis for the protest. The protest must include the name, address, and telephone number of the Protestor and the Protestor's representatives.

All protests must be addressed to:

Director of Strategic Sourcing Division  
Los Angeles World Airports  
7301 World Way West, 4th Floor.  
Los Angeles, CA 90045

With a copy to:  
The Office of the City Attorney, Airport Division  
1 World Way, Room 104  
Los Angeles, CA 90045

**V. POST-AWARD DEBRIEFING**

Within 30 calendar days after execution by LAWA of the contract, upon written request to the Procurement Contact, LAWA will be available for an oral debriefing session with the unsuccessful Proposer. The debriefing will be limited to the debriefed Proposer's overall ranking, the strengths and weaknesses of its proposal, and answer questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Proposer's proposal with other proposals.

**W. Title VI Solicitation Notice**

LAWA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this

advertisement, all bidders or offerors will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

*<< End of Section 1 >>*

## SECTION 2

### Formatting & Submission Requirements

#### 2.1 ADHERENCE

Proposals shall be submitted in accordance with the requirements set out in this document. Any proposal that does not adhere to the requirements in this RFP may be deemed non-responsive and rejected. LAWA reserves the right, in its sole discretion, to waive minor informalities or minor deviations.

#### 2.2 DATE & TIME

Proposals shall be submitted prior to the due date and time specified in the Procurement Schedule (Section 1.4). Late proposals will not be accepted or considered.

#### 2.3 NOTICE OF INTENT TO PROPOSE

Proposers should complete and submit the Intent to Bid on <https://lawa.bonfirehub.com> by the date indicated in the Procurement Schedule. This will assist LAWA with future planning. If there is no intent to propose on this RFP, please indicate the reason why on the form (to assist LAWA on future solicitations).

#### 2.4 ELECTRONIC SUBMISSION

Proposers are required to submit their Proposal via electronic submission at:

<https://lawa.bonfirehub.com>

- Proposals will NOT be accepted using any other method (hardcopy delivery, email, facsimile, etc.).
- The Proposal shall be uploaded and submitted prior to the Due Date/Time indicated in Section 1.4 Procurement Schedule.
- LAWA strongly recommends that Proposers give themselves sufficient time to upload documents (at least one day before the Proposal Due Date).
- The Proposer must upload electronic files, as outlined in Bonfire.
- All files must be titled with "RFP Number + Proposer Name" (e.g., "0001-2023-09-RFP Consultant Name")

#### 2.5 GENERAL FORMAT

All responses to this RFP shall be made in accordance with the format outlined below. Failure to submit in the requested format, or failure to submit all the required forms may cause a proposal to be deemed non-responsive. The format for the proposal includes the following:

- Shall be written in the English language and use US standards of measurement
- Be on standard 8 ½" x 11" paper size
- Be single-spaced with a minimum font size of 11
- Prepared simply, economically, and without unnecessary promotional materials.
- Submittals should be submitted in either MS Word, MS Excel, or Adobe PDF format.

- Each file has a maximum file size of 1000MB.
- Any supplementary artwork, visual aids, films, and other extraneous materials will not be accepted or reviewed.

*<< End of Section 2 >>*

## SECTION 3

### Proposal Contents

This RFP solicitation contains Submittal forms, which must be used by the Proposer. Proposers must not include website links or imbedded documents in any Submittal, as they will not be accessible. LAWA will not consider information outside of, or imbedded in, the Submittals. Any response that does not adhere to the requirements of each Submittal may receive a “0” score for that particular Submittal.

#### 3.1. ADMINISTRATIVE REQUIREMENTS (MANDATORY)

The Administrative Requirements are found in the Submittal A Administration Requirement Packet. Failure to complete, sign, and submit these documents may lead to the disqualification of a proposal. The incomplete submission of the required forms **will** result in the proposal being deemed non-responsive. Please review these required documents very carefully for accuracy and completeness, prior to submittal. Please note that all documents must be signed by the duly authorized representative of the entity or sole proprietor.

Additional information (including supplemental guides, instructions, and examples) can be found online at: [www.lawa.org/en/lawa-businesses/lawa-administrative-requirements](http://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements).

#### 3.2. BUSINESS ENTERPRISE (BE) PROGRAM PARTICIPATION

The BE program documents are found in Submittal A – Business Enterprise Program Participation. LAWA is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. LAWA’s policy is to ensure diversity in the award and administration of all LAWA contracts. The successful Proposer shall be required to meet minimum contracting participation percentages for firms certified in the Business Enterprise (BE) Programs specified for this RFP. To be deemed responsive to this proposal, Proposers must commit to meet or exceed the mandatory minimum BE Program participation requirements set forth below.

Business Enterprise Program	Mandatory Participation Level
Small Business Enterprise (SBE)	10%
Local Business Enterprise (LBE)	3%
Local Small Business Enterprise (LSBE)	3%
Disabled Veterans Enterprise (DVBE)	1%

LAWA encourages and expects all Proposers to engage in meaningful efforts to pursue subcontracting, mentoring, joint venturing, teaming, and/or other partnering opportunities with certified firms in all aspects of the work specified in the proposal. The Successful Proposer’s commitments will become a part of the contract between LAWA and the Successful Proposer, along with any additional terms and conditions specified and required by LAWA. The contract between LAWA and the Successful Proposer shall include a robust program by which LAWA will monitor the Successful Proposer’s compliance with commitments set forth in the proposal.

### **3.3. MINIMUM REQUIREMENTS**

The Minimum Requirements form is found in Submittal C – Minimum Requirements Form. The incomplete submission of this form **will** result in the Proposer being deemed non-responsive.

#### **Minimum Requirements:**

1. Possess a minimum of three (3) years of experience maintaining hardware and software systems similar to those outlined in this request for proposal.
2. Certified field technicians with a minimum of 3 years of experience working with Atlas Innovative Electronics Design, Inc. (AtlasIED) systems or equivalent manufacturers such as Q-SYS, Axis Communications, CTI, and Bose. The proposer should submit the necessary certifications.

### **3.4. WRITTEN/TECHNICAL PROPOSAL**

The Written/Technical Proposal has three (3) separate parts, which have maximum page limit requirements. The Proposer is to use Submittal D – Written/Technical Proposal Form. Any Submittal Part that exceeds the maximum page limit will receive a “0” score for the particular Part.

#### **Part 1 – Qualifications and Experience (20-Page Limit – excluding resumes)**

The section should outline the Proposers qualifications and experience.

The Proposer should:

1. Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, and number of years in business, including, but not limited to, experience in serving airports or other public entities.
2. List similar large scale paging systems technologies experience outside of Atlas IED. Systems and technologies should be similar in scope and size.
3. Highlight experience with other paging systems outside of AtlasIED products, illustrating their versatility and proficiency in maintaining a diverse range of paging technologies.
4. Describe experience with the repair and replacement of medium to large format displays.
5. Describe experience with audio and video Intercom systems.
6. Describe experience with Dante paging communication protocols.
7. Describe experience with other paging systems outside of AtlasIED products, illustrating their versatility and proficiency in maintaining a diverse range of paging technologies.
8. List at least three (3) non-LAWA references showcasing their provision of comparable services using the form provided in Submittal F – Business Reference Form. References must include company name, contact person, title, address, telephone number, email address, and a brief statement of the business association. LAWA, in its sole discretion, reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LAWA deems necessary.
9. Describe any expertise, techniques, or unique experiences that make your team’s selected key staff the right for this project and beneficial to LAWA.

10. Provide at least three (3) specific examples of past work/projects that demonstrate their ability to meet requirements specified in the scope of work. For each project, identify the following:
  - Name of the owner
  - Location of the project
  - Date the project was awarded
  - Size of the project (\$)
  - Description of the work or services provided
  - Project results (which may include cost or schedule overruns, quality, utilization of small/targeted businesses, etc.)
  - Any other appropriate information

The Proposer should outline the experience and qualifications of the team that will be assigned to this contract, including key personnel and key subcontractors or subconsultants. The Proposer is responsible for assigning key personnel (individuals) as listed below. The key personnel identified in the proposal shall be assigned to their roles after award is made. The Proposer will not be permitted to remove or replace these individuals during the first twelve (12) months of this contract, unless requested in writing and approved by LAWA's authorized representative (with the exception of events such as: medical emergency, injury or sickness).

- a) **Site Support Manager** - Oversee day to day support operations of field personnel. Liaison between LAWA contract manager to field in scope and out of scope requests, address concerns, contract discrepancies and service level agreement response deficiencies. Use existing IT Service management platform to assure proper response, documentation and resolutions are performed. Perform tasks including but not limited to the following:
  1. **Team Management:** Supervise and lead the field staff responsible for maintaining and supporting the paging system. This includes assigning tasks, monitoring progress, and providing guidance and support as needed.
  2. **Resource Allocation:** Allocate resources efficiently, including personnel, equipment, and materials, to ensure that maintenance and support activities are carried out effectively and on schedule.
  3. **Workflow Management:** Develop and implement workflow processes and procedures to streamline maintenance and support activities, minimize downtime, and optimize system performance.
  4. **Quality Assurance:** Implement quality assurance measures to ensure that maintenance and support activities meet established standards and specifications.
  5. **Safety and Compliance:** Ensure that field staff adhere to safety protocols and compliance requirements while performing maintenance and support tasks. This includes maintaining documentation of safety inspections and regulatory compliance.
  6. **Communication and Coordination:** Facilitate communication and coordination between field staff, other airport departments, external vendors, and stakeholders to address issues promptly and effectively.
  7. **Problem Solving:** Act as a point of escalation for complex technical issues or challenges encountered by field staff, providing guidance and assistance in problem-solving and decision-making.

8. **Reporting and Documentation:** Maintain accurate records of maintenance activities, repairs, system performance metrics, and any incidents or downtime. Provide regular reports to the LAWA contract manager or stakeholders as required.
  9. **Vendor Management:** Coordinate with vendors and suppliers to procure necessary equipment, parts, and services for the paging system. Manage vendor relationships and ensure compliance with contractual obligations.
  10. **Continuous Improvement:** Identify opportunities for process improvements, system enhancements, or cost-saving measures to optimize the performance and efficiency of the paging system support operations.
- b) **Paging System Subject Matter Expert** - Perform system configuration, modification and tasks including but not limited to the following:
1. **System Monitoring:** Regularly monitor the performance of the paging system to ensure it's functioning correctly. This involves checking for any hardware or software issues, network congestion, or bottlenecks that could impact system performance.
  2. **Troubleshooting:** Quickly identify and troubleshoot any issues that arise with the paging system. This could involve diagnosing hardware failures, resolving software bugs, or addressing network connectivity issues.
  3. **Capacity Planning:** Continuously assess the capacity needs of the paging system to accommodate the airport's growing communication requirements. This involves predicting future demand based on passenger volumes, flight schedules, and other factors.
  4. **Performance Optimization:** Implement optimizations to improve the efficiency and reliability of the paging system. This could include tuning hardware configurations, optimizing software algorithms, or upgrading network infrastructure.
  5. **Security Management:** Ensure the security of the paging system to prevent unauthorized access or malicious attacks. This involves implementing robust authentication mechanisms, encrypting sensitive data, and regularly updating security patches.
  6. **Emergency Preparedness:** Develop and test emergency procedures to ensure the paging system can effectively communicate critical information during emergencies such as natural disasters, security threats, or medical emergencies.
  7. **Documentation and Training:** Maintain comprehensive documentation of the paging system architecture, configurations, and operational procedures. Provide training to relevant staff members to ensure they can effectively operate and maintain the system.
  8. **Vendor Management:** Coordinate with vendors and suppliers to procure necessary hardware, software, and support services for the paging system.
  9. **Compliance and Regulation:** Ensure that the paging system complies with relevant regulations and industry standards, such as those set forth by aviation authorities or telecommunications regulators.
  10. **Continuous Improvement:** Regularly evaluate the performance and effectiveness of the paging system and implement continuous improvement initiatives to enhance its functionality, reliability, and efficiency over time.

c) **Field Technician** – Respond to, resolve, document, assess and perform support tasks identified in the Statement of Work and perform tasks including but not limited to the following:

1. **Installation and Configuration:** Deploying and setting up audio and visual paging equipment according to design specifications and safety standards.
2. **Routine Maintenance:** Conducting regular inspections, cleaning, and maintenance of paging equipment to ensure optimal performance and longevity.
3. **Troubleshooting and Repair:** Identifying and resolving issues with audio and visual paging components promptly to minimize downtime and disruptions to airport operations.
4. **Testing and Calibration:** Performing tests and calibration procedures to verify the functionality and accuracy of audio and visual paging systems, including speakers, displays, and control interfaces.
5. **System Upgrades and Expansion:** Assisting with the implementation of upgrades or expansions to the paging system to accommodate changes in airport infrastructure or increased communication requirements.
6. **Emergency Response:** Being prepared to respond to emergencies or critical incidents by quickly assessing and addressing any issues affecting the audio and visual paging system's operation.
7. **Documentation and Reporting:** Maintaining detailed records of maintenance activities, repairs, and system performance metrics. Providing reports to management or other stakeholders as required.
8. **Compliance and Standards:** Ensuring that all installations and maintenance activities adhere to relevant industry standards, regulations, and safety protocols.
9. **Training and Support:** Providing training and technical support to airport staff or other personnel responsible for operating and managing the audio and visual paging system.
10. **Coordination with Stakeholders:** Collaborating with other teams or departments within the airport, as well as external vendors or contractors, to coordinate activities related to the audio and visual paging system effectively.

Highlight any unique attributes that make the team especially qualified for the scope of work. This may include:

- The relevant experience of each of its assigned key personnel and subcontractors that led the Proposer to select said personnel/subcontractors for a key role.
- Any approaches, tools, techniques, or unique experiences; including any education, training, and professional qualifications/certifications that the proposer believes makes the selected personnel/subcontractors the best fit for their role on this project.
- Detail the California State licenses or registrations.
- Provide client references to substantiate their listed experience. The client references must include the project name, dates, location of services provided, client names, email addresses, addresses, and telephone numbers.

The Proposer may provide resumes for the key personnel (listed above) that will be assigned to the contract. Resumes are limited to 1 page per key personnel (the resumes are not included in the overall page limit for Part 1).

**Key Personnel References**—Proposer must provide a section that includes, at a minimum, three relevant references for each team member identified as key personnel. Proposers must only submit verifiable references, with current email and phone numbers for each reference. References should be on similar projects or services that closely match the size, complexity, and tasks described in the statement of work in this RFP and where the key personnel served in similar roles. References must be from the end-client or users of the project or service, and not third-party consultants or owner’s representatives. LAWA may contact these references to gather information about their experiences and satisfaction with the ability of the key personnel identified to deliver high quality work. LAWA also reserves the right to seek other verifications as necessary and additional references independent of those supplied by the Proposer, including internal references in relation to the Proposer and any subcontractors’ performance under any past or current contracts with LAWA.

Note: Multiple key personnel can use the same ‘references’ provided

### **Part 2 – Approach and Methodology (15-Page Limit)**

This submittal should demonstrate that the Proposer can visualize and articulate what they are going to do to successfully deliver technical maintenance and repair services as identified in **Exhibit 1**. This document should be a concise synopsis of the critical tasks that will be taken to meet LAWA’s expectations (cost, time, quality, etc.). This includes, but is not limited to:

The Proposer Should:

1. Describe firm’s approach for remote troubleshooting of minor and major PA system malfunctions.
2. Discuss and outline firm’s response time (after calling for assistance) for technician to be on-site to resolve minor and major technical issues.
3. Provide a plan for regularly scheduled maintenance of hardware and software.
4. Provide sufficient information to demonstrate their understanding of the requirements, and for meeting these requirements.
5. The Proposer should demonstrate their knowledge of airports; specific applicable airport operations, safety, and security procedures; and how they plan to coordinate their work based on the needs of LAWA. Proposers should provide details on its experience and ability to perform work in an active airport environment within project schedule and budget.

### **Part 3 – Inclusivity Plan (3-Page Limit)**

The Proposer shall provide a detailed plan (“Plan”) describing their team’s past and present approach to inclusivity, including examples demonstrating its past performance and history of achievement on diversity and inclusion goals/commitments on similar projects. The Plan, which will become part of the contract of the selected Proposer, shall delineate the strategies that the Proposer will undertake to meet its commitments to inclusion and the Business Enterprise goals, both prior to and after any contract award.

Proposers should also clearly identify Business Enterprise (BE) scopes of work, key milestones, and steps it will undertake to ensure subcontractor utilization and prompt payment strategies or initiatives, as well as capacity building (i.e., mentoring, training, or other supportive services) as it relates to its BE partners. Proposers should also discuss the history of achieving business enterprise goals on other similar contracts.

This Plan shall also identify the individual with executive/managerial authority who will have programmatic responsibility for the Plan and will act as the liaison to LAWA during the project period on inclusivity matters, as well as the steps this individual will take to manage, and monitor BE participation and adherence to the Plan.

### **3.5. COST & FEE SCHEDULE**

The purpose of this submittal is to provide a standard format by which the Proposer submits to LAWA estimated costs suitable for detailed review and analysis, the form is found in Submittal E-Cost & Fee Proposal. The monthly maintenance and repair service under this contract shall include all labor and materials for hardware and software installation and programming required to maintain the systems specified herein in full and optimum operation at all times. Cost & Fee schedule is requested in the form of a fixed monthly total lump sum guaranteed for five (5) years from the effective date of the contract. Proposers are requested to provide itemized monthly service cost for each of the systems. The price quoted shall include all costs required to provide the maintenance and repair services requested in this specification, except for the additional services and equipment as specified in Exhibit 1 Sections 4 and 5. The Proposer will be allowed a 3% management markup on Sub-Consultant's labor only.

*<< End of Section 3 >>*

## SECTION 4

### Evaluation Procedures

#### 4.1 MANDATORY ADMINISTRATIVE SUBMISSION REQUIREMENTS

LAWA will review all submissions to determine compliance with mandatory submission requirements. The Proposer's failure to comply with the instructions or to submit a complete proposal may result in the proposal being deemed non-responsive. Proposals deemed non-responsive will be eliminated from further consideration.

#### 4.2 EVALUATION OF WRITTEN PROPOSAL

LAWA plans to award a contract to the most qualified Proposer with the best value to the City based upon the evaluation criteria defined in Section 4.2 Evaluation Criteria. Written Proposals will be rated independently by members of an evaluation panel. The evaluation panel will score proposals based on how well the proposer responded to each of the criteria identified herein.

Based on the ratings of each proposal against the evaluation criteria, LAWA may establish a shortlist comprised of the most highly rated proposals. LAWA may limit the number of Proposers on the shortlist to the greatest number that will permit an efficient competition. The shortlisted Proposers will be invited to Interviews. The criteria and weights that will be used to shortlist Proposers is shown below.

Criteria	Reference	Weight
Administrative Documents (Mandatory)	Submittal A	Pass/Fail
Business Enterprise (BE) OR Disadvantaged Business Enterprise (DBE) Participation (Mandatory)	Submittal B	Pass/Fail
Minimum Requirements (Mandatory)	Submittal C	Pass/Fail
Written/Technical Proposal		
Part 1 Qualifications & Experience	Submittal D	30
Part 2 Approach & Methodology	Submittal D	25
Part 3 Inclusivity Plan	Submittal D	15
Fee/Cost Schedule	Submittal E	30
Total		100

*Note: Criteria will be scored on a 0-10 scale*

LAWA will use the approach below to calculate total scores.

For Non-Cost Criteria: The Evaluator scores will be averaged together for each criteria being scored. Points for non-cost criteria will be normalized as follows:  $(\text{Weight}) \times (\text{Proposer Score}) \div 10$  (Max Points Available).

For Cost Criteria: Points for cost criteria will be normalized as follows: The Proposer with the lowest cost will receive all available points for that criterion. The remaining Proposers will be assigned a proportional amount of the available points using the formula:  $(\text{Weight}) \times (\text{Lowest Cost}) \div (\text{Proposers Cost})$ .

#### 4.3 EVALUATION OF INTERVIEWS, PRESENTATION, DEMONSTRATIONS

LAWA will conduct interviews with the shortlisted Proposers, which will be evaluated and scored by the Evaluation Committee. The Proposer is responsible for assigning key personnel (individuals) to this Contract. LAWA will interview members of the Project team, including the key personnel (as described in Section 3.3 Submittal C Written Proposal) from each of the shortlisted Proposers. In addition, LAWA may request to interview additional personnel from the Proposer's team.

The individuals that are interviewed shall be the same personnel that will be assigned to these roles after the award is made. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach.

The interviews are expected to last approximately 60 minutes. LAWA may interview these individuals separately or as a group/team. LAWA anticipates that the interviews will be performed live in-person but may also permit online/virtual interviews. LAWA will provide additional interview instructions to the shortlisted Proposers.

#### 4.4 FINAL RANKING

Following the interviews, the Procurement Contact will develop a final ranking of the Proposers based on the criteria shown below.

Criteria	Reference	Weight
Written/Technical Proposal		
Part 1 Qualifications & Experience	Submittal D	30
Part 2 Approach & Methodology	Submittal D	25
Part 3 Inclusivity Plan	Submittal D	15
Fee/Cost Schedule	Submittal E	30
Subtotal		100

*Note: Criteria will be scored on a 0-10 scale*

#### 4.5 CLARIFICATION AND NEGOTIATION PERIOD

The highest ranked Proposer may be invited into the Clarification Period and Negotiation. This Period is carried out prior to the signing of a contract. The intent of this Period is to verify and validate the proposal, and to allow the apparent best-value Proposer an opportunity to clarify any assumptions, issues, or risks, confirm that their proposal is accurate, and review/negotiate the contract as allowed or required. The Proposer may be required to preplan the project in detail to ensure that there are no surprises.

**The Proposer may be asked to provide the following during Clarification:**

- (1) Additional clarification regarding Fees/Costs
- (2) Provide a detailed project schedule
- (3) Provide all key assumptions and expectations

- (4) Provide an organization chart that demonstrate the companies and key personnel on their team, and their respective functional-role(s) and reporting structure(s).

The potential best value Proposer may be required to conduct and participate in several meetings throughout this Period to review, discuss, and address these items. At any time during this Period, if LAWA is not satisfied with the progress being made by the invited Proposer, or if the Proposer and LAWA fail to agree to terms or fail to execute a contract, LAWA may terminate the Negotiation and Clarification Period activities and then commence a new Negotiation and Clarification Period with the next highest-ranked Proposer.

**The Proposer may be asked to provide the following during Negotiations and Contract preparation:**

- (1) Insurance documents
- (2) Required documentation or certificates, which may include:
  - i. Certification of compliance with child support obligations form (mandatory) - <https://www.lawa.org/lawa-businesses/lawa-administrative-requirements/child-support-obligations>
  - ii. Living wage ordinance form (mandatory) - <https://www.lawa.org/lawa-businesses/lawa-administrative-requirements/living-wage-and-service-worker-retention-ordinances> and <https://bca.lacity.org/living-wages-ordinance-lwo>
  - iii. Background check certification
  - iv. Additional Financial Resources and Responsibility information

#### **4.6 CONTRACT & AWARD**

The Proposer is expected to sign the Contract provided in Exhibit 2 Sample Contract. LAWA reserves the right to reject any proposal based on noncompliance with the contract terms and conditions.

LAWA reserves the right to award a contract(s) based on all or only a portion of the scope of work outlined in this RFP. The Proposer must satisfy the insurance requirements as set forth in this RFP. Once contract negotiations are completed, the selected Proposer will be required to enter into a contract with LAWA. Any such contract will be subject to award by the Board and approval as to form by the City Attorney.

If a Proposer refuses or fails to execute a Contract within 30 days after LAWA issues the Notice of Intent to Award, then LAWA may, at its option, proceed to select the next highest-ranked Proposer, or extend the time to negotiate.

*<< End of Section 4 >>*

## SECTION 5

### Statement Of Work

#### 5.1 SUMMARY

The Los Angeles World Airports (LAWA) is seeking qualified vendors to provide technical maintenance and repair services for LAWA's Public Address and other paging related electronics (PA) systems comprised of GlobalCom GCK, AtlasIED and Ambient systems. The Proposer shall provide maintenance and service of the PA system located throughout the Los Angeles International Airport (LAX). The Proposer shall be responsible for supplying all software, hardware, and installations services as defined within this document scope.

The maintenance scope for this contract includes, but is not limited to, preventative maintenance and 24/7 support services, systems configuration and programming, equipment relocations and replacements, salvage of equipment after replacement, firmware and software updates, systems documentation, and preventative maintenance services of all equipment. The public safety and security systems included in this scope of work are listed in Exhibit 4 & 5 of this specification, including all the components not specifically mentioned but are essential to the existing systems' operation.

The monthly maintenance and repair service under this contract shall include all labor and materials for hardware and software installation and programming required to maintain the systems specified herein in full and optimum operation at all times. All materials necessary for the operation and maintenance of the systems shall be provided, installed, repaired, and maintained by the Proposer at no additional cost to LAWA during the contract term.

#### 5.2 BACKGROUND INFORMATION

The LAWA Public Address Systems are widely used for voice announcements throughout LAX and VNY, for daily communications (Airline Operations, TSA/CBP announcements, and Terminal announcements) while also supporting emergency public safety announcements from The Airport Response Coordination Center (ARCC) to all Terminals:

- a) LAX Terminals 1, 2, 3, 5, 6, 7/8, Terminal 4 Federal Inspection Services (Customs), Tom Bradley International Terminal (TBIT) and West Gates, Fire station 80, and ARCC.
- b) LAX curbside paging is also known as White Zone of the Central Terminal Area.
- c) VNY Flyaway Bus Terminal.

The Public Address (PA) system is the primary and day to day audio paging system used to provide pre-recorded audio announcements to public, such as TSA messages, public service welcome announcements, safety, and health reminders. Additionally, the audio paging system includes microphone stations placed at select locations to be used by authorized airlines, tenants, and airport staff to announce "live messages" to address ad hoc situations and custom messages.

The Paging Systems deployed at LAWA campus (all Terminals) are based on the GlobalCom GCK system manufactured by AtlasIED (Innovative Electronic Designs, Inc). The LAWA Paging systems consists of seventeen (17) ACS Controllers and utilize CobraNet audio protocol. Each of ten

Terminal Paging systems includes one or more ACS controller(s) in shared and LAWA owned and operated environments. The Atlas/IED Controller models include ACS 1200, ACS 500, IP108, and IP8000. The system equipment consists of 90+ Titan Frames, 90+ Ambient Noise Collectors, 3000+ Ceiling speakers, and 490+ Mic Stations and Side Kick end user equipment.

LAWA Public Address system consist of the following: Atlas/IED Globalcom Announcement Control System (vACS), System control computer, Ambient analysis system (AAS- Ambient sensors & Ambient Sensor Collectors), Monitor/test system, Gate, podium, and supervisory microphone stations, Equalizers, Amplifiers/Titan Frames, Loudspeakers, and Audio I/P Module. The public safety and security systems included in this scope of work are listed in Exhibit 4 & 5 of this specification, including all the components not specifically mentioned but are essential to the existing systems' operation.

### **5.3 SCHEDULE EXPECTATIONS**

The selected Proposer shall provide maintenance and repair services specified herein 24 hours a day, 7 days per week, 365 days a year, including holidays via an optimal combination of on-site hours and on-call hours.

### **5.4 BUDGETARY EXPECTATIONS**

All materials necessary for the operation and maintenance of the systems shall be provided, installed, repaired, and maintained by the Proposer at no additional cost to LAWA during the contract term.

### **5.5 TECHNICAL REQUIREMENTS**

See Exhibit 1

### **5.6 DELIVERABLES/REPORTS**

Provide, document, and develop operational reports or metrics as requested by LAWA. Develop or maintain automated exchange of operational data with LAWA's central data repository.

*<< End of Section 5 >>*



# LOS ANGELES WORLD AIRPORTS

## REQUEST FOR PROPOSALS (RFP) FOR

Maintenance and Repair Public Address Systems 0035-2024-04-RFP

### ADDENDUM No. 1

Date: July 22, 2024

TO ALL PROSPECTIVE PROPOSERS:

This Addendum provides an update to the following:

**Addition of Exhibit 6:**

**Added:** Exhibit 6 LAX Public Address System (Additional Information)

**Section 3.4 Written and Technical Proposal Part 1**

**Original:** 3). Highlight experience with other paging systems outside of AtlasIED products, illustrating their versatility and proficiency in maintaining a diverse range of paging technologies.

And

7). Describe experience with other paging systems outside of AtlasIED products, illustrating their versatility and proficiency in maintaining a diverse range of paging technologies

**Revised:** Highlight and describe experience with other paging systems outside of AtlasIED products, illustrating their versatility and proficiency in maintaining a diverse range of paging technologies or leave them as independent criteria request.

Date: 7/22/2024	Los Angeles World Airports
-----------------	----------------------------

Note: Any addenda so issued are to be considered part of this Solicitation Document.

**EXHIBIT A-2**  
**CONTRACTOR'S PROPOSAL**



# **Los Angeles International Airport**

**Technical Maintenance and Repair**

**Public Address Systems RFP**

**0035-2024-04-RFP-215636**

---

Wayne Shotts, Director of Sales and Estimation

12932 Weber Way Hawthorne, CA 90250

310-676-4100 wshotts@directavla.com

Los Angeles International Airport

1 World Way West

Los Angeles, Ca. 90045

**RE: 0035-2024-04-RFP-215636 - Technical Maintenance and Repair - Public Address Systems RFP**

Ms. Darlene Gray,

Direct A/V is pleased to provide its qualifications and proposal to support the Los Angeles World Airport's RFP for Technical Maintenance and Repair-Public Address System RFP project. Direct A/V has received and reviewed the RFP, as well as all related addendums, documents, and requirements.

Repair and maintenance of complex airport paging systems requires a diverse team of professionals who have expert level of skills in specific technical areas of expertise combined with an in-depth understanding of airport paging and maintenance. Direct A/V understands what it takes to manage and staff this type of maintenance project. The Team's experience on similar projects for LAX, SAN, ONT, and LGB provides the Team with recent and relevant experience on what is required to execute this type of paging maintenance and repair project at a Cat X Airport.

Direct A/V has assembled a diverse team of qualified professionals, all with focused experience, specialties, and mutual dedication to LAX's success. This Team of Direct A/V, supported by Versatile Consulting, not only has extensive, relevant aviation expertise and experience but has worked on multiple similar projects. Direct AV has a proven track record in meeting project requirements. Direct A/V strives to meet and exceed project BE goals. Our firm chose to partner with Versatile Consulting to provide systems documentation for this project. Versatile Consulting is certified with LAWA and will be utilized to meet LAWA's aspirational DVBE goal.

Lastly, we have read, reviewed, and acknowledge Addendums 1 provided via Bonfire in addition to the Scope. DAV has the capability and capacity to begin work immediately upon award. Should you have questions, don't hesitate to get in touch with us at the contact information provided below.

Best Regards,



Wayne Shotts, Director of Sales and Estimation

310-676-4100

[wshotts@directavla.com](mailto:wshotts@directavla.com)

**Firm Background** Direct AV is one of Southern California's leading companies designing, engineering, installing, and maintaining low voltage systems for both local and regional clients. Led by our CEO, that has more than 40 years of airport expertise, we have the ability, the experience, and the expertise to complete system services for organizations and facilities of all sizes, from small conference and screening rooms to stadiums, convention centers, and international airports.



By the Numbers

25 years in business

200+ low voltage projects

100+ successfully completed airport projects

100+ of multi-year projects (2 years +)

Dozens of Maintenance Contracts

Numerous Public Projects

We specialize in providing our customers with many types of low voltage systems and maintenance. We have engineering, installation and service professionals experienced in virtually every media and information system environment, including audiovisual, sound, video, CCTV, LAN networks, and fiber optics. The following clients listed are relevant to the scope and services proposed in this opportunity.

Airport Client List

In addition to LAX, Direct AV has successfully completed paging projects with other California international airports:

Ontario Airport

Long Beach Airport

San Bernadino Airport

San Diego International Airport

Burbank Bob Hope Airport

California Clients

California is our home, and we take great pride in servicing these additional clients in our "backyard".

The Getty Center

San Manuel Bingo & Casino

Morongo Casino Resort & Spa

Long Beach Convention & Entertainment Center

Los Angeles Lakers

Los Angeles Dodgers

#### Uniquely Qualified

Direct A/V is a "total solution" provider and uniquely qualified for the LAWA Audio Paging Systems Services. That means we are experienced in both "design/build" and "service/maintenance" contracts. We provide complete engineered, CAD-drafted, and fully documented projects. In regards to post-project support, we can provide complete system operator training, project warranty, support, and even extended service and maintenance programs for any project.

#### Certified SBE, LBE, and LSBE

Direct A/V is a privately held California "S" Corporation and is registered as a Small Business Enterprise (SBE), Local Business Enterprise (LBE) and Local Small Business Enterprise (LSBE), with both the State of California and the City of Los Angeles. We proudly partner with clients, developers, contractors, architects, engineers, and interior designers, all with the goal of meeting every client specification, exceeding client expectations, and doing it right the first time.

#### Certified IED Enterprise System Integrator (ESI) Dealer

Direct AV is an Elite Atlas/IED dealer, enabling us to provide our customers with the best service and pricing available. This status allows us to offer the airport a significant advantage, as we will mark up products purchased through the maintenance contract by only 10% above our ESI costs. This results in a substantial discount of approximately 50% to 60% off Atlas/IED's Manufacturer's Suggested Retail Price (MSRP).

#### Headquarters Office:

12932 Weber Way  
Hawthorne, Ca. 90250  
United States

## Part 1- Qualifications and Experience

### Large Scale Technologies (Non-Atlas/IED)

We have extensive experience in implementing and maintaining large-scale paging systems across various industries. Notable projects include:

#### Project #1: Staples Center- Installation of Bose Sound System

NAME OF OWNER:	Anschutz Entertainment Group
LOCATION OF PROJECT:	1111 S. Figueroa St, Los Angeles, Ca. 90015
YEAR:	1999
SIZE OF PROJECT (\$):	\$22,000,000
STAFF ROLE:	Cabling, Installation, Testing, Maintenance
CONTACT:	Bob Patrick

Project Description: Direct AV successfully installed the largest Bose sound reinforcement system in the United States, a project that involved a comprehensive and intricate setup. This massive system included hundreds of ceiling speakers and multiple speaker clusters strategically positioned in the bowl area to ensure optimal sound distribution. Additionally, we installed hundreds of amplifiers housed in eight-foot racks located in various IT rooms and on the catwalk. Our responsibilities extended beyond the sound system itself; we were also tasked with the installation of all audio and video cabling, equipment racks, broadcast cabling, and media panels. We expertly handled the build-out of a three-hundred-square-foot patch room, ensuring seamless integration and functionality of all components. This project not only demonstrated our technical proficiency and attention to detail but also solidified our reputation as leaders in large-scale audio-visual installations.

#### Project #2: Democratic National Convention

NAME OF OWNER:	Democratic National Committee
LOCATION OF PROJECT:	1111 S. Figueroa St, Los Angeles, Ca. 90015
YEAR:	2000
SIZE OF PROJECT (\$):	\$4,500,000
STAFF ROLE:	Cabling, Installation, Terminating, Testing
CONTACT:	Multiple Networks

Project Description: Direct AV undertook the installation of over 4.9 million feet of broadcast cabling for the Democratic National Convention held in August 2000 at the Staples Center in Downtown Los Angeles. This fast-paced project involved running cables from temporary trailers situated in the Staples parking lots to over 30 network affiliates' suites, which served as temporary broadcast studios. Direct AV meticulously created and routed cable bundles across Chick Hearn Blvd, down loading dock ramps, and through temporary trapeze setups to reach each suite. Following installation, our team skillfully terminated and tested each cable end for continuity. This complex task was completed in under two months. Upon the convention's conclusion, Direct AV was then tasked with the removal of all temporarily installed cables, successfully meeting deadlines and budgetary constraints.

Project #3: Pechanga Indian Hotel, Casino, and Performance Center

NAME OF OWNER:	Pechanga Band of Indians
LOCATION OF PROJECT:	45000 Pechanga Parkway, Temecula, Ca. 92592
YEAR:	2003
SIZE OF PROJECT (\$):	\$750,000
STAFF ROLE:	Cabling, Installation, Testing
CONTACT:	PJ Goodman

Project Description: Direct AV successfully completed the comprehensive installation of Audio/Video/Entertainment systems across the Casino, Hotel, and Performing Arts Theatre. This project included the implementation of an extensive background music and paging system, facilitating seamless communication with customers and staff. Our responsibilities encompassed cabling and installing in-ceiling speakers, constructing and testing headend equipment racks, and securing sign-offs from owner representatives. Additionally, Direct AV installed visual displays throughout the various restaurants, bars, gaming areas, and bingo halls. At the owner's request, we also installed the Performing Arts Theatre's sound system, which included patch panels, mixing consoles, speaker clusters, and backfill speakers. This meticulous and multifaceted project underscores our commitment to delivering high-quality, integrated AV solutions.

#### Project #4: Cal State University- Long Beach- Health and Wellness Center

NAME OF OWNER:	California State University System
LOCATION OF PROJECT:	1401 Palo Verde Ave, Long Beach, CA 90815
YEAR:	2011
SIZE OF PROJECT (\$):	\$1,300,000
STAFF ROLE:	Cabling, Installation, Testing, Training
CONTACT:	Matt Saucedo

Project Description: Direct AV successfully completed an installation of cutting-edge Audio/Video/Paging equipment throughout the health and wellness center, transforming it into a tech-savvy and inviting space. The project included the setup of an advanced background music system, ensuring a soothing and ambient atmosphere in every corner of the center. A stunning 4x4 panel video wall was installed to serve as a central hub for dynamic content, announcements, and engaging visuals, enhancing the overall visitor experience. To extend the wellness vibe outdoors, we strategically placed robust outdoor speakers, providing clear and balanced sound for outdoor activities and relaxation areas. Additionally, we integrated a comprehensive touch control system, giving the staff easy and intuitive control over all these features. This installation not only simplifies operations but also elevates the center's functionality and aesthetic appeal, ensuring a top-notch experience for all visitors.

#### Other Paging System Products Outside AtlasIED

Our technicians have experience with other paging manufacturers, including QSC and Peavey paging equipment and systems, gained through years of hands-on experience in various environments. They are thoroughly familiar with the extensive functionalities and features of QSC's advanced digital signal processors (DSPs) and Peavey's powerful audio distribution systems. This extensive understanding allows them to provide custom-fit solutions that cater to the specific needs of each customer, whether it be for small-scale installations or large, complex setups.

As it relates to installation and configuration, our technicians excel at utilizing QSC systems, including the Q-SYS Ecosystem. They ensure that every component is correctly installed and connected to optimize the system for superior audio quality and reliability. Utilizing Q-SYS Designer Software, they precisely configure the system to meet specific client requirements, such as zoning and paging priorities. Similarly, with Peavey's paging equipment, our technicians leverage the usability and scalability of systems like MediaMatrix to deliver customized audio environments. Their thorough approach to installation and configuration ensures trouble-free integration and optimal performance.

Maintenance and troubleshooting are critical aspects of our technicians' skill set. They regularly perform preventive maintenance on QSC systems, including firmware updates, component checks, and calibration, ensuring continuous and smooth operation. When issues arise, their knowledge in understanding Q-SYS logs and using diagnostic tools enables them to quickly diagnose and resolve

problems, minimizing downtime. With Peavey systems, our technicians conduct thorough inspections and servicing, such as checking connections, testing signal paths, and updating software. Their understanding of Peavey's system architecture allows them to quickly identify the main cause of issues and execute corrective measures promptly.

Overall, our technicians' comprehensive familiarity with other paging systems, including QSC and Peavey paging equipment and systems ensures that clients receive reliable, high-quality audio communication and paging solutions. Their experience in installation, configuration, maintenance, and troubleshooting guarantees that these systems operate at peak performance, providing trouble-free and effective audio communication.

### **Repair and Replacement of Displays**

Our firm has years of experience in the repair and replacement of large format displays, as depicted by several high-profile projects across different sectors. At Dodgers Stadium, we undertook the installation of large format displays to enhance spectator experience and stadium operations. Our team not only managed the installation process but also provides ongoing maintenance to ensure the displays function as they should season after season. At times when repairs were necessary, our technicians responded promptly to address any issues, minimizing downtime and ensuring uninterrupted viewing for fans.

Similarly, at the LAX Central Utility Plant, we installed a sophisticated video wall system to provide crucial operational monitoring and data visualization. This project required meticulous planning and integration to meet stringent operational requirements, including zero downtime of the existing displays during the cutover to the new system. Our expertise extended to maintenance tasks, where regular inspections and proactive repairs are conducted to uphold the video wall's reliability and performance. Our approach to repair and replacement ensured that any disruptions were swiftly resolved, maintaining operational efficiency at this critical facility.

Our involvement in the Tom Bradley Terminal West (MSC) Art Wall project showcased our capability in handling intricate display installations in dynamic airport environments. We managed the installation of large format displays that showcased digital artworks, contributing to the terminal's aesthetic appeal and passenger experience. Throughout the project lifecycle, from initial installation to ongoing maintenance, our team upheld quality standards to deliver a trouble free and visually impactful display solution. This approach includes preventative maintenance and response to repair needs, ensuring continuous operation of the art wall displays to delight travelers of all ages and to enhance terminal surroundings while passengers waited to board their flights.

In conclusion, our firm's experience with repair and replacement of large format displays spans diverse applications, from sports venues like Dodgers Stadium to critical infrastructure at LAX and innovative installations at airport terminals. Our commitment to excellence in installation, maintenance, and repair ensures that these displays deliver performance, reliability, and visual impact.

### **Audio and Video Intercom Systems**

Our firm has years of experience with audio and video intercom systems, specializing in delivering high-quality communication solutions. Our experience covers a wide range of systems, including those designed for both audio and video communication, making sure that our clients receive the correct solution for their projects. Our engineers, programmers, and technicians are adept at designing, installing, and maintaining these systems to meet the specific requirements of each project, providing trouble free integration and reliable performance.

One prominent example of our work is at the San Diego airport, where we have maintained a comprehensive Valcom intercom system. This system plays a critical role in facilitating clear and efficient communication for their crash phone system. Our team is responsible for the regular maintenance and upgrades of this Valcom system, ensuring it remains in optimal working condition. Our approach to maintenance has minimized downtime and ensured the system's reliability, supporting the airport's essential needs.

Our experience with Valcom systems and other intercom technologies allows us to deliver strong solutions in various environments. Whether it's an airport or other critical infrastructure, our firm is committed to providing top notch service and support. Our deep understanding of these systems and our commitment to excellence ensure that our clients receive reliable and efficient communication solutions tailored to their specific needs.

### **Dante Paging Communication Protocols**

Our firm has experience with Dante audio protocols, having successfully used these state-of-the-art systems in various projects, including the Getty Center. At the Getty Center, we used Dante's advanced audio-over-IP technology to create a seamless and high-quality audio distribution network that functions perfectly with their existing system infrastructure. Our team confirmed optimal performance and reliability, utilizing Dante's features for flexible, scalable, and low-latency audio solutions. This experience highlights our capability to manage complex installations and deliver superior audio systems in difficult environments.

Despite Dante being a relatively newer technology in the audio industry, our firm has demonstrated competence in its implementation and maintenance. Our subject matter experts and programmers are well-versed in the latest advancements and best practices associated with Dante protocols, allowing them to design and deploy systems that meet the highest standards of performance and reliability. We take pride in our ability to stay ahead of the curve. This commitment to excellence is shown by our successful projects.

### **Expertise, Techniques, and Experiences**

Direct AV stands as the best choice for the Paging Maintenance RFP at LAX, highlighted by our extensive experience, specialized expertise, and unmatched commitment to exceptional service. With a presence of over 20 years at LAX, we possess an unparalleled familiarity with the airport's infrastructure,

operational requirements, and paging system intricacies. This deep-rooted knowledge allows us to provide tailored solutions that ensure seamless communication and operational continuity throughout the airport's number of facilities.

As IED dealers for the past 20 years, we have demonstrated our proficiency with IED paging systems, renowned for their reliability and advanced capabilities. Our status as an Elite dealer underscores our mastery of these systems, enabling us to deliver comprehensive solutions that meet the exacting standards of LAX's operational needs. From initial installation and configuration to ongoing maintenance and system upgrades, we leverage our expertise to optimize performance and lifespan, allowing uninterrupted communication across the airport.

Direct AV currently serves as the paging maintenance contractor at LAX, a testament to our proven track record and trusted partnership with the airport. Our role involves not only maintaining but also enhancing the reliability and efficiency of LAX's paging infrastructure. We take pride in our "proactive" approach to maintenance, conducting regular inspections, implementing preventive measures, and swiftly addressing any issues that arise. This stance minimizes downtime, enhances operational efficiency, and reaffirms our commitment to delivering superior service that exceeds expectations. For example, our engineering team has already developed a comprehensive cutover plan to transition the existing system from its current CobraNet platform to the new Dante system being introduced in the new areas of the airport. This phased approach enables both systems to operate concurrently, ensuring seamless integration as different sections of the airport are transitioned and commissioned. We look forward to partnering with LAX and LAWA to implement this plan in the near future.

On the first day of the new contract, Direct AV, led by Sid Lomu and his team of currently badged employees, will conduct comprehensive system equipment surveys to account for all paging equipment onsite and IT room conditions to confirm they all fall with BICSI industry standards. The surveyors and engineers will utilize existing as-built documents to record any changes and discoveries, and to update part numbers. Our in-house CAD team will then revise these documents accordingly, preparing them for turnover to LAWA and LAX. This updated documentation will enable LAWA to design future changes based on accurate, factual drawings rather than assumptions or guesses.

Our firm's exceptionally low turnover rate and the continuity of our dedicated staff further underlines our qualifications for the Paging Maintenance RFP at LAX. Many of our team members have been onboard and onsite since the inception of Direct AV, providing a wealth of experience and a deep institutional understanding of LAX's unique operational environment. This continuity ensures consistency, reliability, and a personalized approach to service delivery that aligns seamlessly with LAX's operational goals and improves passenger experience.

In summary, Direct AV's extensive tenure at LAX, expertise with IED paging systems as Elite dealers, current role as the paging maintenance contractor, and stable, experienced team make us uniquely qualified to fulfill and exceed the requirements of the Paging Maintenance RFP. We are dedicated to maintaining the highest standards of service, reliability, and customer satisfaction, ensuring LAX's paging systems operate at peak performance to support the airport's operational excellence.

## Past Projects and References

### Project #1: Long Beach Airport Paging System Upgrade and Complete Replacement

NAME OF OWNER:	City of Long Beach, Ca.
LOCATION OF PROJECT:	4100 Donald Douglas Drive, Long Beach, Ca.90808
DATE PROJECT WAS AWARDED:	May 17, 2021
SIZE OF PROJECT (\$):	\$751,705
STAFF ROLE:	Installation, Programming, Testing, Maintenance
CONTACT:	Ken Mason

Project Description: The Long Beach Airport Authority undertook a significant upgrade and replacement of the public address system throughout the Long Beach Airport campus. The original system was housed in the basement of the old airport terminal. Direct AV played a crucial role in this transition by temporarily installing the new IED headend in the existing terminal while a new terminal building was being constructed, and other areas of the airport were undergoing renovations and updates. During the renovation, new speakers and amplifier frames were installed in the updated areas, along with new digital paging stations and sense microphones. Once the new terminal was completed, the new IED controllers, which had been temporarily housed in the basement of the old terminal, were relocated to the new IT closets in the newly built terminal. Impressively, this entire process was completed without any downtime to the paging system, ensuring uninterrupted communication throughout the airport.

### Project #2: Long Beach Memorial Paging System Upgrade and Cut-Over

NAME OF OWNER:	MemorialCare Health System
LOCATION OF PROJECT:	2801 Atlantic Avenue, Long Beach, Ca.90806
DATE PROJECT WAS AWARDED:	June 30, 2023
SIZE OF PROJECT (\$):	\$638,170
STAFF ROLE:	Installation, Programming, Testing, Training
CONTACT:	Robert Neal

Project Description: Direct AV carried out a comprehensive, phased replacement of all IED paging equipment across the Long Beach Memorial Hospital campus. This project involved upgrading, replacing, and installing main and lifeline controllers, amplifier frames, amplifier cards, digital paging stations, and associated system workstations. Given the critical nature of the hospital's paging system, which is essential

for contacting doctors and staff during "code blue" and "patient crash" emergencies, Direct AV was tasked with ensuring "Zero Downtime" throughout the entire process. This meticulous approach guaranteed uninterrupted communication during crucial moments.

**Project #3: ITF West Economy Parking Structure**

<b>NAME OF OWNER:</b>	Los Angeles World Airport
<b>LOCATION OF PROJECT:</b>	6111 96 <sup>th</sup> Street, Los Angeles, Ca. 90045
<b>DATE PROJECT WAS AWARDED:</b>	3/2020
<b>SIZE OF PROJECT (\$):</b>	\$1,723,407
<b>STAFF ROLE:</b>	Paging System Install and Maintenance
<b>CONTACT:</b>	Dave Pelkala

**Project Description:** Direct AV undertook the installation of an advanced IED paging system, which featured an IED GlobalCom ACS, eight Titan frames, 300 plus speakers, and multiple displays designed to operate effectively in a semi-outdoor environment. This extensive project required meticulous planning and execution to ensure that the system met all operational requirements and could withstand the environmental conditions. Following the successful completion of the installation, Direct AV assumed responsibility for maintaining the system, ensuring its optimal performance and longevity. For two years, in accordance with customer standards, our team provided comprehensive maintenance services, including routine inspections, troubleshooting, and necessary repairs. This commitment to post-installation support underscored our dedication to delivering high-quality, reliable service, and fostering long-term client satisfaction.

**Project #4: Delta Airlines Paging System Replacement and Upgrades- Terminal 5**

<b>NAME OF OWNER:</b>	Delta Airlines/Los Angeles World Airport
<b>LOCATION OF PROJECT:</b>	500 World Way West, Los Angeles Ca. 90045
<b>DATE PROJECT WAS AWARDED:</b>	9/2016
<b>SIZE OF PROJECT (\$):</b>	\$3,505,393
<b>STAFF ROLE:</b>	Paging System Active Replacement and Maintenance
<b>CONTACT:</b>	Jacobus Claassens

**Project Description:** Direct AV was contracted with the complete replacement of the Terminal 5 paging system for Delta Airlines. To ensure uninterrupted paging operations during this significant upgrade, we

meticulously executed the project in phases. Our installation included a completely new headend, advanced digital paging stations, amplifier frames strategically placed in airport IT rooms, and a full replacement of all speakers, while maintaining existing locations and enhancing speaker coverage throughout the terminal. Upon the project's completion, Direct AV committed to providing round-the-clock maintenance for the first two years, ensuring seamless operation and immediate support. After acceptance by LAWA, we continue to maintain and service the system, demonstrating our ongoing dedication to reliability and customer satisfaction.

## **Key Personnel and Team Management**

The following table shows the project responsibilities for each Key Personnel member.

<b>Key Personnel</b>	<b>Contract Responsibility</b>
Sid Lomu	Site Support Manager
Stan Ames	Paging System Subject Matter Expert
Jeff Barrett	Assist Stan as Needed
Joe Misini	Lead Service Technician
Blare Adams	On-Site Technician
Irene Valenzuela	On-Site Technician
Versatile Consulting	Documents and Reports

### **Key Personnel Resumes**

The resumes for Key Personnel are included at the end of the written proposal.

### **Site Support Manager- Sidney Lomu**

Sid Lomu will oversee the daily operations of field personnel, serving as the point of contact between the LAWA and the field team for all requests. He will address all concerns and help resolve contract discrepancies, and manage any issues with service responses. Utilizing the existing on call ticket system Sid will ensure timely responses, proper documentation, and documentation of all resolutions. His responsibilities include managing the field staff responsible for maintaining and supporting the paging system by assigning tasks, following the progress, and giving additional direction when needed. He will allocate resources, including staff, spare paging equipment, and repair materials, to make sure maintenance and support services are conducted immediately and on schedule. Quality assurance measures will be developed and followed to ensure all repairs and requests meet established standards. He will ensure all onsite staff follow all safety protocols and regulatory requirements, and keep documents of all safety activities. Sid will communicate and coordinate all tasks with field staff, LAWA departments, vendors, and stakeholders to address issues.

Sid has served as the primary point of contact and manager for the LAWA Paging Maintenance contract for the past eight years. His extensive experience and deep familiarity with the paging technologies implemented at LAX make him an invaluable asset to our team. Sid's journey began as a first-year

installation apprentice, where he quickly demonstrated his technical acumen and dedication. Over the years, he advanced through various roles, including installer, foreman, and now Superintendent/Manager, showcasing his ability to master complex systems and lead effectively at each stage.

Throughout his career with Direct AV, Sid has developed an intimate knowledge of the LAWA campus, understanding its intricacies and unique demands. His expertise extends to every aspect of the paging systems used at LAX, from installation to maintenance and troubleshooting. Sid's personal connections with the IT staff and managers on site further enhance his effectiveness, allowing for seamless communication and collaboration. His IED certification underscores his technical proficiency, ensuring that he meets the highest standards of industry excellence.

In addition to his managerial duties, Sid frequently assists LAWA, project consultants and other stakeholders with designing new and replacement paging systems. His insights and hands-on experience are extremely helpful in developing solutions that meet the evolving needs of the airport. His commitment to excellence and his proactive approach to problem-solving make him a trusted partner for LAWA, consistently delivering outstanding results and contributing to the airport's operational success.

#### **References for Sid Lomu**

- **Reference 1**
  - **Contact Person:** Robert Patrick
  - **Phone:** 626-893-4042
  - **Email:** rpatrick@iprservices.com
  - **Company Name:** IPR Services
- **Reference 2**
  - **Contact Person:** Max Seagal
  - **Phone:** 424-295-7827
  - **Email:** mseagal@morrow-meadows.com
  - **Company Name:** Morrow Meadows
- **Reference 3**
  - **Contact Person:** Gary Maret, RCDD
  - **Phone:** 714-870-0217
  - **Email:** gmaret@sasco.com
  - **Company Name:** Sasco

## **Paging System Subject Matter Expert- Stanley Ames**

Stan Ames will handle system configuration and modifications, along with several key responsibilities to ensure the paging system's daily operation. He will monitor the system daily to detect and address any hardware or software issues. When issues arise, he will diagnose and resolve them. He will also evaluate the system's capacity needs to accommodate the airport's expanding communication requirements. Ensuring the security of the paging system is another critical task, which involves implementing strong authentication mechanisms, encrypting sensitive data, and regularly updating security patches. He will maintain detailed documentation of the system's architecture, configurations, and provide training to staff members as needed. Stan will ensure the system complies with relevant regulations and industry standards.

Stan brings over 50 years of technical experience in low voltage and paging systems, making him a seasoned expert in his field. His involvement with the LAX paging systems spans well over four decades, during which he has gained thorough knowledge of their intricacies and functionalities. Stan's expertise with the IED paging software has been pivotal, as he has played a crucial role in programming, commissioning, and testing the paging systems currently deployed at LAX. His expertise is not confined to LAX alone; he has also contributed to similar systems across half a dozen other campuses throughout Southern California.

Stan's qualifications are further enhanced by his IED certification, a testament to his deep understanding and capability in managing complex paging systems. In addition to this, he holds certification with Peavey, particularly with their MediaMatrix platform, which underscores his versatility and broad skill set in handling various paging technologies. His training and certifications ensure that he is well-equipped to address challenges and implement solutions in the realm of audio and visual systems.

Throughout his career, Stan has been integral to the successful deployment and maintenance of paging systems, consistently delivering high-quality results. His technical know-how, combined with his experience and certifications, positions him as an asset to any project involving low voltage and paging systems. His long-standing commitment to excellence and his ability to stay up to date with technological advancements ensure that he remains at the forefront of the industry.

If necessary, Stan will be supported by Jeff Barrett, who brings over 20 years of experience in electronics systems design and project architecture. Jeff specializes in audio formats and holds both CTS-I and CTS-D certifications. His extensive training and certifications span multiple audio and paging manufacturers, including Peavey, Atlas/IED, and QSC, making him a valuable asset to our team.

## **References for Stan Ames**

- **Reference 1**
  - **Contact Person:** David Ellis
  - **Phone:** 619-400-2278
  - **Email:** dellis@san.org
  - **Company Name:** San Diego Airport

- **Reference 2**

- **Contact Person:** Ken Mason
- **Phone:** 562-570-2607
- **Email:** ken.mason@lonbeach.gov
- **Company Name:** Long Beach Airport

- **Reference 3**

- **Contact Person:** Robert Patrick
- **Phone:** 626-893-4042
- **Email:** rpatrick@iprservices.com
- **Company Name:** IPR Services

### **Field Technician Lead- Joseph Misini**

Joe Misini will take on the responsibilities of lead technician, outlined in the Statement of Work, ensuring timely response, resolution, documentation, and assessment of support tasks. His duties include deploying and configuring audio and visual paging equipment according to design specifications and safety standards, conducting regular inspections and maintenance to ensure optimal performance, and promptly identifying and resolving issues with paging components to minimize disruptions. Joe will perform tests to verify the functionality and accuracy of the systems, assist with system upgrades and expansions, and be prepared to respond to emergencies by quickly addressing any issues affecting the system's operation. He will maintain detailed records of maintenance activities, repairs, and system performance metrics, providing reports to management as required. Joe will provide technical support to airport staff and collaborate with other teams and departments.

Joe brings eight years of dedicated experience to maintaining the paging systems across the LAX campus, proving himself as a very valuable member of our team. With an IED certification as an installer, Joe is well-equipped to handle the demands of the role and will take on the responsibilities of lead technician. His extensive hands-on experience at LAX has provided him with a deep understanding of the systems' nuances, ensuring that he can address and resolve any issues with precision and efficiency.

Working closely with Sid and Stan, Joe plays a critical role in performing preventative maintenance on the paging systems. This collaborative effort ensures that the systems operate smoothly and reliably, minimizing downtime and enhancing overall efficiency. Joe's primary responsibility includes responding to trouble tickets in the field, where his expertise and quick problem-solving skills are invaluable in promptly addressing and resolving any technical issues that arise.

Joe is meticulous in his work, maintaining detailed logs of all activities on a daily basis. These comprehensive reports are submitted to the administrator weekly and monthly, providing valuable insights into the system's performance and any recurring issues. His attention to detail and thorough documentation are essential in maintaining the high standards of service that our clients expect.

## References for Joe Misini

- **Reference 1**
  - **Contact Person:** Robert Limon
  - **Phone:** 363-407-8095
  - **Email:** robert@gec2.com
  - **Company Name:** Gec2
- **Reference 2**
  - **Contact Person:** Silviano Herrera
  - **Phone:** 818-282-0950
  - **Email:** silvianoherrerajr11@gmail.com
  - **Company Name:** Morrow Meadows
- **Reference 3**
  - **Contact Person:** Hector Gallegos
  - **Phone:** 562-686-4512
  - **Email:** hectorgallegos255@yahoo.com
  - **Company Name:** BEC

## Field Technician(s)- Irene Valenzuela and Blare Adams

Irene Valenzuela and Blare Adams will assist Joe with daily preventative maintenance. They will be responsible for visiting each IT room, checking the ambient temperature, ensuring all equipment is powered on and functioning properly, and performing any necessary cleaning and tidying. This includes wiping down equipment, cleaning filters, and ensuring everything is in good condition.

Additionally, Irene and Blare will walk through the terminals to inspect the appearance and functionality of all paging stations and speakers. They will make test pages to ensure speaker performance and message levels are appropriate for each area and that audio pages are broadcasting in the correct zones. They will also clean and test all paging stations, identifying any broken or malfunctioning equipment, such as paging microphones and Sidekick Paging Stations, and replace them if necessary.

As the "boots on the ground," Irene and Blare are often the first to discover and identify paging issues during their daily tasks. With over ten years of combined experience, their roles are critical to our success as a Paging Maintenance Contractor. Both Irene and Blaire are IBEW Local 11 Installers and have been trained beyond what the union provides, bringing a high level of expertise and professionalism to their work. Their dedication and proactive approach ensure that the paging systems are always operating at peak efficiency, providing reliable communication across the campus.

## References for Irene Valenzuela and Blare Adams

- **Reference 1**
  - **Contact Person:** Mike Jones
  - **Phone:** 323-224-1368
  - **Email:** mikej@ladodgers.com
  - **Company Name:** Los Angeles Dodgers
- **Reference 2**
  - **Contact Person:** Ken Mason
  - **Phone:** 562-570-2607
  - **Email:** ken.mason@longbeach.gov
  - **Company Name:** Long Beach Airport
- **Reference 3**
  - **Contact Person:** Chris Boyett
  - **Phone:** 310-440-6976
  - **Email:** cboyett@getty.edu
  - **Company Name:** Getty Museum

## **Subcontractor**

Direct AV is pleased to welcome Versatile Consulting Ltd LCC as a subcontractor for this contract. Versatile will handle the compilation of all Field Reports, Trouble Tickets, and Smart Sheets. They will refine these reports and submit them to LAWA as required.

### **Versatile Consulting Ltd LCC (DVBE)**

Versatile Consulting offers comprehensive services across various industries, specializing in construction, HVAC, IT Support, and Project Management, capable of handling projects of all sizes with high-quality solutions tailored to meet the specific needs of each client. Their construction and HVAC services encompass design, installation, and maintenance, ensuring efficient and effective systems for both commercial and residential buildings. Additionally, their IT support and project and program management services are top-tier, focusing on creating meaningful partnerships that emphasize measurable growth and success for their clients. Licensed under the class B contractor license number 1119336, Versatile Consulting reflects a commitment to professional standards and regulatory

compliance. The company is led by a retired Lieutenant Colonel from the United States Air Force and a former US Marine named Mo, who is a systems' engineering planning expert with over 20 years of experience in the DoD. Mo has successfully delivered results in a variety of challenging environments, including the US Air Force, the Defense Contract Management Agency, and the US Space Force.

Headquarters Office:  
12822 Tarragon Way  
Riverside, Ca. 92503  
United States

## References for Versatile Consulting LTD LLC

### Reference 1

- **Contact Person-** Wade Holman
- **Company-** Caddell Construction
- **Email-** [Wade.Holman@caddell.com](mailto:Wade.Holman@caddell.com)
- **Phone-** 334-531-3884
- **Scope-** At Versatile Consulting, we specialize in efficiently managing logistics and materials for complex projects, including our recent involvement in constructing a warehouse in Guam. As a subcontractor for Caddell NAN Company in Hawaii, we ensured seamless coordination and timely delivery of all necessary materials, overcoming the unique logistical challenges posed by the remote location. Our expertise in supply chain management and strategic planning enabled us to maintain project schedules and quality standards, ultimately contributing to the successful completion of the warehouse.

### Reference 2

- **Contact Person-** Jon Schmidt
- **Company-** Action Gypsum
- **Phone-** 909-518-6876
- **Email-** [JSchmidt@actiongypsum.com](mailto:JSchmidt@actiongypsum.com)
- **Scope-** For the Department of Defense construction project, Versatile Consulting meticulously sourced high-quality materials from Action Gypsum, ensuring that every component met the stringent requirements of the build. Our team expertly handled all paperwork deliverables, including detailed materials submittals, to guarantee compliance with project specifications and regulatory standards. By maintaining thorough documentation and transparent communication, we ensured that all materials were approved and delivered on schedule, supporting the seamless progression of the construction process. Our commitment to excellence and attention to detail played a pivotal role in the project's success.

### Reference 3

- **Contact Person-** Jeff Coss
- **Company-** Real Estate Consulting and Services Inc
- **Phone-** Office: 714-571-0175
- **Email-** [jeff@consultnserve.com](mailto:jeff@consultnserve.com)
- **Scope-** Versatile Consulting as a subcontractor providing to the California Department of Transportation (Caltrans) an as- needed general contractor maintenance and repair work (handyman) services for Caltrans-owned properties within the County of Los Angeles, on the Route 710 freeway corridor consisting of the El Sereno area of the City of Los Angeles, the City of South Pasadena, and the City of Pasadena. It is estimated that ninety percent (90%) of the jobs will be located on properties in the 710 Freeway Corridor.

## **Part 2- Approach and Methodology**

### **Point of Contact**

Direct AV will provide 24/7 contact information, including a dedicated phone line and email address, to ensure immediate response to reported issues and as-needed requests. Our contact will be made available round the clock with an experienced support person trained to handle any emergency or routine inquiry. Utilizing the “Service Now” ticketing system, every reported issue will be tracked and prioritized to guarantee efficient and prompt resolution. This system facilitates seamless communication and coordination, ensuring that no issue goes unresolved and that all maintenance requests are handled with the utmost urgency.

Additionally, Direct AV will maintain a comprehensive log of all interactions and resolutions, providing LAWA with detailed reports on response times, actions taken, and outcomes. This transparency ensures accountability and allows for continuous improvement in service delivery. By offering multiple contact methods, including phone and email, we ensure that LAWA can reach us conveniently and reliably, 24/7.

### **Remote Troubleshooting (Minor/Major PA Malfunctions)**

When an incident is reported to the Site Support Manager, the issue is first assessed to determine whether it requires a simple device reinitiation, troubleshooting of network communication loss, or replacement of damaged equipment. The initial response involves contacting remote support. Upon receiving the assessment from the Site Support Manager, the remote engineer attempts to resolve the issue remotely to restore system functionality for the client as swiftly as possible. Concurrently, the Site Support Manager dispatches a field technician to the job site to confirm that the system is operational. Regardless of the issue's severity, field support will be present for verification.

If replacement of devices or parts is necessary, the field technician will perform the replacement. The remote engineer will then integrate the new device into the system, and the field technician will conduct a final test to ensure full operational status. If a major issue is not resolved within the Service Level Agreement (SLA), the Site Support Manager will provide an update to the client and escalate the issue to the Subject Matter Expert and the manufacturer's support team. Once the issue is resolved, the client will receive detailed information regarding the incident and its resolution.

### **Response Time for On-Site resolution (Minor/Major PA Malfunctions)**

When an incident is reported to the Site Support Manager and remote support has been engaged, the field support team is also dispatched to the site. The Site Support Manager contacts the 24/7 on-call support team via group text and email to notify them of the incident. The team member closest to the campus is dispatched. Our response protocol ensures a 30-minute initial response time, followed by a one-hour on-site arrival time.

The field technician is provided with all necessary information by the Site Support Manager to expedite the resolution. Although there is a four-hour window to resolve the issue, our goal is to address it as quickly as possible. We keep the client updated on the resolution status or ongoing work.

Upon arrival, the field technician collaborates with the remote engineer to ensure the system fault is resolved and all devices are operational. The team then updates the Site Support Manager, who will close the ticket in ServiceNow and inform the client that the issue has been resolved.

### **Preventative Maintenance**

Preventive maintenance will be conducted every three months or as recommended by the manufacturer, whichever is more frequent. During these maintenance cycles, Direct AV will verify the operation of each system and adjust them according to the original manufacturer's specifications. This meticulous approach ensures that all components function optimally, extending the lifespan of the equipment and preventing unexpected failures. Regular verification and adjustment are critical to maintaining system integrity and performance, reducing the likelihood of costly downtime.

Testing of all microphones, paging stations, speakers, noise sensors, and related equipment will be an integral part of our preventive maintenance services. By conducting these tests, we can identify and rectify any equipment that may be underperforming or failing, ensuring consistent audio quality and reliability across the entire paging system. Acoustic levels, equalization, and system configurations will also be checked and adjusted to maintain full intelligibility, particularly in high-noise areas. This ensures that all announcements are clear and comprehensible, crucial for effective communication in an airport environment.

Our team will conduct weekly checks of PA equipment rooms to report any unsatisfactory environmental conditions, such as temperature or humidity issues that could affect equipment performance. Testing of UPS systems will also be performed to ensure functionality during power shutdowns. Quarterly failover tests of redundant equipment will be conducted to confirm that backup systems are operational. All findings and maintenance activities will be meticulously documented, with reports provided to LAWA within five business days after each maintenance cycle. These reports will include recommendations for any necessary changes to optimize system operation and mitigate potential failures.

### **Regularly Scheduled Maintenance Plan (Hardware)**

Our hardware maintenance schedule operates Monday through Friday and is carried out by a dedicated three-person team. We utilize SmartSheets to document all hardware tests conducted during the maintenance process. The field team provides daily reports detailing their activities, completed tasks, and any incidents encountered on-site. A sample of our daily hardware maintenance for weeks 1 and 2 is included for reference.

Any devices identified as defective or needing replacement due to wear and tear are documented in a repair log. These devices are then shipped to our office, where our service technician performs a comprehensive test. If a device cannot be restored, it is sent to the manufacturer for further repairs. This

systematic approach ensures that all hardware remains in optimal condition and any issues are promptly addressed.

### Week One

<p>MONDAY SCOPE TBIT TESTING</p>	<ul style="list-style-type: none"> <li>• START TESTING AT TBIT LVL. 1 TEST ALL MIC LOCATIONS ON LVL.1 CONFIRM FUNCTIONALITY, DEVICE READINESS AND STATUS, LABELS INTACT.</li> <li>• CONFIRM AUDIO LEVELS ARE SUFFICIENT IN EACH ZONE FOR PDRP, LOCAL AND TERMINAL WIDE.</li> <li>• TAKE READINGS OF SPL</li> <li>• CHECK CLEANLINESS OF IT ROOM EQUIPMENT AND DOCUMENT.</li> <li>• CHECK STATUS OF ALL UPS UNITS</li> <li>• CONTINUE TO LVL. 2 TICKETING, OFFICES, SSCP FRONT HOUSE AND BACK OF HOUSE CBP AREAS.</li> <li>• CONTINUE TO LVL. 3 GATES AND CORE AREAS</li> <li>• CONTINUE TO LVL. 4 CBP AREAS</li> </ul>
<p>TUESDAY SCOPE MSC TESTING</p>	<ul style="list-style-type: none"> <li>• START TESTING LVL 1 TPAX TUNNEL TEST ALLL MIC LOCATIONS ON LVL. 1 CONFIRM FUNCTIONALITY, DEVICE READINESS AND STATUS, LABELS INTACT.</li> <li>• CONFIRM AUDIO LEVELS ARE SUFFICIENT IN EACH ZONE FOR PDRP, LOCAL AND TERMINAL WIDE.</li> <li>• TAKE READINGS OF SPL</li> <li>• CHECK CLEANLINESS OF IT ROOM EQUIPMENT AND DOCUMENT.</li> <li>• CHECK STATUS OF ALL UPS UNITS</li> <li>• CONTINUE TO LVL. 2 APRON LVL, BUS GATES</li> <li>• CONTINUE TO LVL. 3 GATES, CORRIDORS AND CORE AREA.</li> <li>• CONITNUE TO LVL. 4 CBP CORRIDORS AND OFFICES.</li> </ul>
<p>WEDNESDAY SCOPE T1/T2 TESTING</p>	<ul style="list-style-type: none"> <li>• START TESTING ON LVL.1 BAGGAGE CAROUSELS FROM T1 TO T1.5. TEST ALL MICS FOR FUNCTIONALITY, DEVICE READINES AND STATUS, LABELS.</li> <li>• CONFIRM AUDIO LEVELS IN EACH ZONE FOR PDRP, LOCAL AND TERMINAL WIDE.</li> <li>• TAKE READINGS OF SPL</li> <li>• CHECK CLEANLINESS OF IT ROOM EQUIPMENT AND DOCUMENT.</li> <li>• CHECK STATUS OF ALL UPS UNITS</li> <li>• CONTINUE TO LVL. 2 TICKETING AREA, T1 TO T1.5</li> <li>• CONTINUE TO LVL. 3 OFFICE AREAS T1 TO T1.5</li> <li>• CONTINUE TO LVL. 3 CORRIDORS, GATES AT T1 TO LVL. 3 SSCP AND CORRIDORS TO T1.5</li> <li>• START T2 TESTING OF GATES AND CORRIDORS</li> <li>• CONTINUE TESTING OF TICKETING AREA LVL. 2</li> <li>• CONTINUE TESTING OF BAGGAGE AREA LVL. 1</li> </ul>

---

THURSDAY SCOPE  
T4FIS/T5 TESTING

- START TESTING OF T4FIS LVL. 1 BAGGAGE CAROUSELS. TEST ALL MIC FUNCTIONALITY AND DEVICE READINESS AND LABELS ARE INTACT.
- CONFIRM AUDIO LEVELS IN EACH ZONE FOR PDRP, LOCAL AND TERMINAL WIDE.
- TAKE READINGS OF SPL
- CHECK CLEANLINESS OF IT ROOM EQUIPMENT AND DOCUMENT.
- CHECK STATUS OF ALL UPS UNITS
- CONTINUE TO LVL. 1 OF T5 BAGGAGE CAROUSELS AND BAGGAGE OFFICES.
- CONTINUE TO LVL. 2 TICKETING
- CONTINUE TO LVL. 3 SSCP, CORRIDOR THEN GATES

---

FRIDAY SCOPE  
T6 /T7&T8 TESTING

- START TESTING OF T6 LVL. 1 BAGGAGE CAROUSELS. TEST ALL MIC FUNCTIONALITY AND DEVICE READINESS AND LABELS ARE INTACT.
  - CONFIRM AUDIO LEVELS IN EACH ZONE FOR PDRP, LOCAL AND TERMINAL WIDE.
  - TAKE READINGS OF SPL
  - CHECK CLEANLINESS OF IT ROOM EQUIPMENT AND DOCUMENT.
  - CHECK STATUS OF ALL UPS UNITS
  - CONTINUE TO LVL. 2 TICKETING AREAS
  - CONTINUE TO LVL. 3 SSCP, THEN TO GATES AND CONCOURSE CORRIDORS
  - CONTINUE TO T7 LVL. 1 BAGGAGE AREAS
  - CONTINUE TO T7 LVL. 2 TICKETING AREAS, SSCP AND CORRIDORS
  - CONTINUE TO T7 LVL. 3 CONCOURSE, CORRIDORS AND GATES.
  - CONTINUE TO T8 LVL. 3 CONCOURSE, CORRIDORS AND GATES.
- 

Week Two

---

MONDAY SCOPE  
CTA WHITEZONE

- START TESTING AT TELECOM LVL. 1
  - TEST ALL THE EQUIPMENT IN TELECOM. CLEAN EQUIPMENT IF NECESSARY.
  - WALK ALL LOWER-LEVEL CTA STARTING FROM T8 TO T1.
  - CONFIRM MESSAGES ARE BEING PLAYED.
  - CONFIRM LEVELS ARE ACCEPTABLE FOR CTA ANNOUNCEMENTS. BEGAN THE UPPER-LEVEL AT T1 TO T8.
  - CONFIRM MESSAGES ARE BEING PLAYED AND LEVELS ARE ACCEPTABLE.
  - CHECK ALL EQUIPMENT IN EACH TERMINAL PERTAINING TO THE CTA WHITE ZONE. CHECK CLEANLINESS AND DOCUMENT.
-

TUESDAY SCOPE ARCC TEST	<ul style="list-style-type: none"> <li>• START TESTING ARCC PAGING.</li> <li>• ONE PERSON LOCATED AT THE ARCC AND FIELD PERSONNEL DESIGNATED AT TERMINALS.</li> <li>• STARTING AT TERMINAL 1 TO TERMINAL 8.</li> <li>• CONFIRM THAT MESSAGES ARE BEING PLAYED IN ALL AREAS IN THE TERMINAL INCLUDING THE CTA.</li> <li>• CONFIRM LEVELS ARE ACCEPTABLE.</li> </ul>
WEDNESDAY SCOPE ITF WEST	<ul style="list-style-type: none"> <li>• START TESTING ALL CLOSET LOCATIONS.</li> <li>• CONFIRM CLEANLINESS OF ROOM CONDITIONS.</li> <li>• DUST AND CLEAN EQUIPMENT OF DEBRIS.</li> <li>• TEST ALL MIC LOCATIONS AND CONFIRM LEVELS AND FUNCTIONS ARE ACCEPTABLE.</li> <li>• CONFIRM AUDIO LEVELS IN EACH ZONE FOR PDRP, LOCAL AND TERMINAL WIDE.</li> <li>• TAKE READINGS OF SPL.</li> <li>• TEST ARCC PAGE INTO THE STRUCTURE.</li> </ul>
THURSDAY SCOPE FS80	<ul style="list-style-type: none"> <li>• START WITH TESTING ALL FUNCTION ON MICROPHONES THROUGHOUT FIRE STATION.</li> <li>• CHECK IT ROOM FOR CLEANLINESS.</li> <li>• CLEAN ALL EQUIPMENT FROM DEBRIS.</li> <li>• CONFIRM LEVELS ARE ACCEPTABLE AND FUNCTIONAL.</li> <li>• CONFIRM THAT AUDIO LEVELS FROM THE TOWER/DOWNTOWN ARE ACCEPTABLE THROUGH THE PA SYSTEM.</li> </ul>
FRIDAY SCOPE	<ul style="list-style-type: none"> <li>• START DOCUMENTATION PROCESS.</li> <li>• GATHER ALL SMART INFORMATION AND SUBMIT TO OFFICE.</li> <li>• GATHER ALL REPAIRS LOG AND SUBMIT TO THE SITE SUPPORT MANAGER TO SEND OVER TO CLIENT.</li> <li>• GATHER PICTURES AND REPAIRS OF DEVICES TO SEND OVER TO LAWA.</li> <li>• CHECK ALL TERMINALS FOR MATERIAL AND PARTS THAT NEED TO BE RESTOCKED.</li> <li>• SUBMIT DAILY PAPERWORK TO THE OFFICE.</li> <li>• CREATE INCIDENT LOG REPORTS.</li> <li>• PROVIDE ALL DOCUMENTATION OVER TO SITE SUPPORT MANAGER.</li> </ul>

### **Regularly Scheduled Maintenance Plan (Software)**

For software support, we deploy a field technician and a remote engineer to address any software issues. At the start of each shift, the remote engineer logs in and performs a comprehensive analysis of

each system on the campus. This analysis identifies any new faults or issues, which are then reported to the Site Support Manager.

Upon receiving the fault report, the Site Support Manager assigns the issue to the appropriate team for resolution. This structured approach ensures efficient identification and delegation of software-related problems, enabling prompt and effective responses to maintain system integrity and performance.

### **Service Hours**

Direct AV will provide maintenance and repair services 24 hours a day, 7 days a week, including all holidays. By integrating with LAWA's IT Service Management system, we ensure that all service calls and email notifications are acknowledged within 30 minutes of receipt. Our commitment to a four-hour repair window from the time of reporting ensures minimal disruption to airport operations. Technicians will be available around the clock to address any issues promptly, equipped with the necessary tools and spare parts to perform repairs efficiently.

In instances where repairs cannot be completed within the four-hour timeframe, Direct AV will immediately notify the IMTG System Manager, providing a detailed explanation and an estimated time for completion. This ensures that LAWA is always informed of the status of ongoing repairs, allowing for better planning and coordination. Our priority is to perform all maintenance and repair tasks with the least possible impact on airport and airline operations, ensuring continuous and reliable paging system functionality.

### **System Shutdowns**

Direct AV will provide on-site technician support during planned utility and power shutdown events, up to 15 occurrences campus-wide per year. Our technicians will ensure that all affected paging and intercom systems are gracefully shut down and restored, minimizing the risk of damage and ensuring a smooth transition back to full operation. By having a dedicated technician on-site, we can quickly address any issues that arise during shutdown events, ensuring that the paging system is returned to full functionality as soon as possible.

This proactive support during shutdown events demonstrates our commitment to maintaining the integrity of the paging system and preventing any potential disruptions to airport operations. Our technicians are highly trained in system shutdown and restoration procedures, ensuring that all processes are conducted safely and efficiently. This approach not only protects the equipment but also ensures that critical communication systems are operational when needed most.

### **Repair Services**

Direct AV will offer extended warranty options covering **ALL** components of the Atlas IED paging system, managing the repair and replacement of defective parts at no additional cost to LAWA. The equipment covered by this warranty includes all handheld microphones, digital paging stations, amplifier frames,

amplifier cards, speakers, noise sensor collectors, noise sensors, ACS Controllers and in rack workstations. We will maintain an inventory of spare parts and equipment to meet response and repair time requirements, ensuring prompt service restoration. In the event of equipment failure, we will provide a written summary of the repairs, including the serial number of the equipment, a description of the problem, the resolution, and the materials used. This documentation ensures transparency and allows LAWA to keep detailed records of all maintenance activities.

For repairs that cannot be completed within the specified timeframe, Direct AV will submit a written statement to the IMTG System Manager requesting a repair time extension. We will also be responsible for replacing any equipment that is not fully functional with new, equal, or superior pieces of equipment. Maintaining an adequate inventory of high-quality spare parts ensures that we can meet the stringent response and repair time requirements, supporting the continuous operation of the paging system. This proactive approach ensures that the paging system remains reliable and effective, minimizing downtime and disruptions.

### **Documentation**

Direct AV will prepare, update, and revise all system documentation as directed by the IMTG System Manager. This includes verifying and creating documentation for hardware and software modifications, preparing as-built AutoCAD drawings, and updating equipment lists. Accurate and up-to-date documentation is crucial for effective system maintenance and future upgrades. By maintaining detailed records of all maintenance activities and system changes, we ensure that all relevant information is readily available, facilitating efficient troubleshooting and repair processes.

Our team will also develop operational reports and metrics as requested by LAWA, ensuring that all maintenance activities are transparent and well-documented. This includes conducting field surveys, preparing operating manuals, and providing test procedures and results for review and approval. By providing comprehensive documentation in common formats requested by LAWA, we ensure that all system information is easily accessible and understandable, supporting effective communication and collaboration.

### **Programming Software and/or Firmware**

Direct AV will be responsible for all programming, reconfiguring, and updating of software, firmware, and Licenses as needed. Regular updates, including Windows and anti-virus updates, will be performed monthly or as directed by LAWA, ensuring system security and functionality. These updates will be scheduled during maintenance hours to minimize disruption to end users, typically performed between 12am and 4am.

Our team will also handle any necessary enhancements to paging messages and system configurations, ensuring that the system meets LAWA's evolving needs. By proactively managing software and firmware updates, we help prevent security vulnerabilities and ensure that the paging system remains up-to-date with the latest enhancements. This approach supports continuous system improvement and reliability.

## **Equipment Purchases**

Direct AV will provide LAWA with options to purchase paging equipment and related materials at a significant discount from manufacturers list price (generally 50%-60%) or with a capped mark-up of 10% from our Elite Dealer Cost. We will provide backup documentation for cost verification, ensuring transparency and value. This arrangement allows LAWA to benefit from our established relationships with manufacturers, especially Atlas/IED, obtaining high-quality equipment at competitive prices.

By offering detailed cost documentation, we ensure that all transactions are transparent and fair, fostering a collaborative and trustworthy partnership with LAWA. This proactive approach to equipment procurement supports the continuous operation and maintenance of the paging system, ensuring that all necessary components are readily available when needed.

## **Airport Knowledge (Performing Work @ Cat X Airports)**

We have been present at LAX for over 25 years and have installed over 90% of the paging system across the campus, including lounges, clubs, and offsite facilities. Our involvement spans all projects related to AtlasIED, Q-SYS, Valcom, and other smaller paging systems. All team members on the Paging Contract are badged with Drivers Icon, Escort, and Customs seals, enabling them to mobilize efficiently and access incident areas quickly. This credentialing ensures they have the proper training and awareness for navigating the AOA, CBP areas, SSCP areas, and ramp zones to resolve incidents effectively.

Our team maintains close coordination with operations managers for all terminals, ensuring they are notified once issues are resolved. For non-critical incidents that do not impact day-to-day operations, work can be scheduled at night. However, critical incidents, such as a speaker detaching from the ceiling, are addressed immediately. The Site Support Manager informs LAWA management and the onsite Operations Manager. Our team is equipped with orange safety vests, PPE, temporary barricades, and always has a safety person on the ground to ensure passenger safety while another technician resolves the issue. All field team members for the Paging Contract are OSHA10 and OSHA30 certified, CPR trained, and adhere to our Injury Illness Prevention Program (IIPP) submitted to LAWA.

We have developed a detailed test plan to ensure systems are fully tested within the project schedule, minimizing disruptions. Field technicians are trained to avoid interrupting operations while performing tests. For example, they test mic functions at gates only after boarding is complete and use appropriate verbiage to indicate testing ("This is only a test: 1, 2, 3"). Tests are also conducted in coordination with gate agents performing pages, and results are meticulously logged. Our team's training emphasizes discretion and minimal disruption, avoiding the need for night shifts and maintaining efficiency within the project schedule and budget.

## **Understanding the Requirements**

Weekly team meetings are held with the Paging Contract team to ensure that all members are aligned with the project goals, updates, and any new developments. These meetings provide a platform for discussing ongoing issues, troubleshooting strategies, and future planning. Each

team member is kept well-informed about their roles and responsibilities, particularly concerning the SLA agreement for response times and resolution protocols.

For our 24/7 on-call support, every team member has undergone comprehensive training on the SLA agreement, ensuring they are fully aware of the stringent timeframes for incident response and resolution. Upon receiving an incident report, the first contact must be made within 30 minutes to confirm receipt of the ticket. This initial confirmation is crucial to reassure the client that the issue is being addressed promptly.

The ticket is then assigned and marked as "Work in Progress" in the ServiceNow system by the Site Support Manager. Following this, the assigned technician has a strict one-hour window to arrive on-site. Our goal is to resolve the issue within a four-hour timeframe. This ensures minimal disruption to airport operations and maintains the integrity of the paging system.

The Site Support Manager plays a critical role in this process, coordinating the dispatch of the technician and monitoring the progress of the resolution. Once the issue is resolved, the Site Support Manager notifies the Point of Contact (POC) indicated in the ticket and then formally closes the ticket in the ServiceNow system. This systematic approach guarantees that all incidents are managed efficiently, keeping in line with LAWA's operational requirements and ensuring high standards of service are consistently met.

---

This maintenance plan ensures comprehensive and reliable support for LAWA's paging system, covering all aspects from preventive maintenance to emergency repairs, documentation, and equipment procurement. Direct AV's commitment to excellence and transparency guarantees that the paging system will operate optimally, providing clear and effective communication throughout the airport.

## **SAFETY**

### **Direct AV Safety Plan for LAX Airport Maintenance**

Direct AV is committed to maintaining the highest standards of safety throughout all operations at LAX Airport, particularly while fulfilling our maintenance contract. Our extensive experience in maintaining and servicing the public address system at LAX has provided our team with invaluable insights into the day-to-day procedures and best practices necessary to ensure safety. This Safety Plan outlines our ongoing commitment to safeguarding our employees, airport personnel, and travelers.

### **Commitment to Safety**

Direct AV prioritizes safety as a fundamental aspect of our operations. We recognize that a safe working environment not only protects our staff but also contributes to the overall efficiency and quality of our services. By embedding a culture of safety into every aspect of our work, we aim to create an

environment where employees can perform their tasks without unnecessary risk, ensuring smooth and uninterrupted airport operations.

### **Continuous Training and Compliance**

Our commitment to safety begins with continuous training. Direct AV ensures that all team members are well-versed in the latest safety protocols relevant to their tasks. We provide regular training sessions that cover the most current industry standards and regulations. By staying updated with the latest safety requirements, our staff is prepared to handle any situation that may arise.

Additionally, we conduct periodic reviews and updates of our safety procedures to comply with industry standards and regulatory changes. This proactive approach ensures that our safety protocols are always aligned with the best practices and legal requirements, minimizing the risk of incidents and maintaining a safe working environment.

### **Tailored Safety Protocols**

The unique environment of LAX Airport demands specific safety measures. Direct AV has developed tailored safety protocols for our maintenance program to address these needs. Our procedures are designed to minimize any safety-related incidents, focusing on creating the most secure environment for both our workers and the traveling public.

Key aspects of our safety protocols include:

- **Risk Assessments:** Conducting thorough risk assessments before commencing any maintenance work to identify potential hazards and implement appropriate controls.
- **Protective Equipment:** Ensuring that all employees have access to and use the necessary personal protective equipment (PPE) for their tasks.
- **Work Zone Safety:** Establishing clear and well-marked work zones to prevent unauthorized access and protect both workers and travelers from potential hazards.
- **Emergency Response:** Developing and regularly updating emergency response plans to handle any incidents swiftly and effectively.

### **Efficiency Through Safety**

At Direct AV, we believe that a strong focus on safety results in a more efficient workflow. By preventing accidents and minimizing disruptions, we ensure that our maintenance tasks are completed on schedule and to the highest quality standards. This efficiency benefits everyone involved, from our employees to airport operations and the traveling public.

### **Ongoing Commitment**

Direct AV's dedication to safety is an ongoing process. We continuously seek to improve our safety practices and encourage a culture of vigilance and responsibility among our staff. By prioritizing safety in

all aspects of our work at LAX Airport, we aim to provide a secure and efficient maintenance service that upholds the highest standards of quality and reliability.

Direct AV's Safety Plan for LAX Airport maintenance is a comprehensive approach designed to protect our workforce, airport personnel, and travelers. Through continuous training, tailored protocols, and a commitment to industry standards, we strive to maintain a safe and efficient working environment, ensuring the successful fulfillment of our maintenance contract.

### **Part 3- Inclusivity Plan**

At Direct A/V, we firmly believe that diversity and inclusion are key drivers of innovation and excellence. This Inclusivity Plan outlines our unwavering commitment to creating a workplace where all employees feel valued and respected. Moreover, it ensures that our communication practices reflect and resonate with our diverse audience.

#### **Past Achievements**

At Direct A/V, diversity and inclusion have long been recognized as important to our success. Our leadership team is composed of 80% minority members, a figure that significantly surpasses industry averages. This commitment is demonstrated through our continuous efforts to foster a workplace that celebrates diverse perspectives and cultivates an environment of mutual respect and collaboration.

Over the past five years, we have achieved an 80% increase in the representation of women and minorities within our workforce. Today, our team members hail from a wide range of cultural, ethnic, and socio-economic backgrounds. We have also made significant strides in diversifying our leadership positions, with 80% of our management team now comprising individuals from underrepresented groups. At Direct A/V, we believe that such diversity is crucial to the success of our projects, as it enhances our creativity, innovation, and ability to connect with a broad audience.

#### **Present Initiatives**

Inclusivity lies at the heart of Direct A/V's mission. We understand that diverse perspectives enrich our projects and enable us to engage more effectively with a wide range of audiences. Our current approach to inclusivity reflects our dedication to creating a welcoming environment for all employees. As a signatory with IBEW Local 11, we offer internship programs targeting students from diverse backgrounds, providing them with valuable industry experience and a pathway to full-time employment.

Our objective is to ensure that at least 40% of team members on each project come from underrepresented backgrounds. Our commitment to diversity and inclusion is unwavering. By setting clear goals and making concrete commitments, we aim to develop and implement paging systems and similar projects that are innovative, inclusive, and reflective of the diverse world we live in. We believe these efforts will not only enhance our projects but also contribute to a more equitable and inclusive industry.

## Team Background

Name	Ethnicity/Background
Sid Lomu (Direct AV)	Pacific Islander
Stan Ames (Direct AV)	Caucasian
Joe Misini (Direct AV)	Pacific Islander
Irene Valenzuela (Direct AV)	Hispanic
Jeff Barrett (Direct AV)	Caucasian
Blare Adams Direct AV)	African American
Mo Hossain (Versatile Consulting)	Asian

## Business Enterprise Plan

This Business Enterprise Plan outlines our strategy for engaging and supporting diverse business enterprises. Our approach integrates inclusivity to ensure equitable participation, fostering a collaborative environment that drives innovation and achieves project success.

- **Key Milestone:** Conduct annual reviews of our collaboration efforts with business enterprise (BE) partners to ensure continued compliance and effectiveness.

## Executive/Managerial Authority:

- **Name:** Rina Esquibel
- **Title:** Administration
- **Role:** This individual will act as the liaison to LAWA, ensuring that inclusivity is integrated into every aspect of the project and aligns with LAWA's commitment to diversity, equity, and inclusion.

## Steps:

- Conduct annual reviews of BE participation.
- Provide annual reports to LAWA on inclusivity progress and BE participation.

Direct A/V is committed to maintaining an inclusive environment and achieving our diversity goals through established practices. This plan sets forth our roadmap for the next five years, ensuring we continue to promote diversity and inclusion in all aspects of our business operations. Our dedication to these principles not only benefits our internal operations but also enhances our capacity to deliver superior, inclusive, and innovative projects to our clients and stakeholders.

## **Cost & Fee Schedule**

We have attached our detailed Cost & Fee Proposal as per Submittal E, outlining itemized monthly service costs for each system, including all labor and materials necessary for optimal operation over the five-year contract period.

Direct AV has chosen to submit this pricing as an "all-in lump sum", with zero escalation year over year for the duration of the contract, ensuring that LAWA will receive all services outlined in the RFP. These services include but are not limited to the following:

- Remote Troubleshooting and Support
- On-site preventative maintenance
- On-site function testing and systems adjustments
- Spare parts as needed
- Submission of all service reports and logs
- 24/7/365 on-call on-site paging system troubleshooting and repair
- Manufacturer repair of all faulty/broken equipment
- Annual renewal of all firmware/software
- Annual renewal of all paging equipment licenses
- OS security updates and patches as provided by the manufacturer
- Surveys of existing systems
- Engineering and CAD services related to system architecture
- Remote factory assistance as needed
- System shutdowns (15 occurrences annually)
- Weekly meetings with LAWA paging staff
- Comprehensive manufacturer training sessions (for 2 staff members annually)
- Engineering assistance for system upgrades and design

**EXHIBIT A-3**  
**COST AND FEE SCHEDULE**

Cost and Fee Schedule												
Instructions:												
Please indicate the monthly base support cost and any recommended extended warranty for each location. There should be a value in each cell no cell should be left blank.												
Descriptions	Location	Year 1		Year 2		Year 3		Year 4		Year 5		
		Base	Warranty	Base	Warranty	Base	Warranty	Base	Warranty	Base	Warranty	
Public Address System	LAX Terminal 1/1.5	\$ 11,371.23	\$ 602.60	\$ 11,371.23	\$ 602.60	\$ 11,371.23	\$ 602.60	\$ 11,371.23	\$ 602.60	\$ 11,371.23	\$ 602.60	
Public Address System	LAX Terminal 2	\$ 15,165.65	\$ 803.69	\$ 15,165.65	\$ 803.69	\$ 15,165.65	\$ 803.69	\$ 15,165.65	\$ 803.69	\$ 15,165.65	\$ 803.69	
Public Address System	LAX Terminal 3	\$ 7,408.06	\$ 392.59	\$ 7,408.06	\$ 392.59	\$ 7,408.06	\$ 392.59	\$ 7,408.06	\$ 392.59	\$ 7,408.06	\$ 392.59	
Public Address System	LAX TBIT/ Bradley West/ MSC	\$ 67,311.88	\$ 3,567.11	\$ 67,311.88	\$ 3,567.11	\$ 67,311.88	\$ 3,567.11	\$ 67,311.88	\$ 3,567.11	\$ 67,311.88	\$ 3,567.11	
Public Address System	LAX Terminal 4 FIS	\$ 2,854.85	\$ 151.29	\$ 2,854.85	\$ 151.29	\$ 2,854.85	\$ 151.29	\$ 2,854.85	\$ 151.29	\$ 2,854.85	\$ 151.29	
Public Address System	LAX Terminal 5	\$ 9,335.49	\$ 494.72	\$ 9,335.49	\$ 494.72	\$ 9,335.49	\$ 494.72	\$ 9,335.49	\$ 494.72	\$ 9,335.49	\$ 494.72	
Public Address System	LAX Terminal 6	\$ 11,130.31	\$ 589.84	\$ 11,130.31	\$ 589.84	\$ 11,130.31	\$ 589.84	\$ 11,130.31	\$ 589.84	\$ 11,130.31	\$ 589.84	
Public Address System	LAX Terminal 7/8	\$ 4,203.98	\$ 222.78	\$ 4,203.98	\$ 222.78	\$ 4,203.98	\$ 222.78	\$ 4,203.98	\$ 222.78	\$ 4,203.98	\$ 222.78	
White Zone Paging System	LAX Central Terminal Area Curbside	\$ 9,046.39	\$ 479.40	\$ 9,046.39	\$ 479.40	\$ 9,046.39	\$ 479.40	\$ 9,046.39	\$ 479.40	\$ 9,046.39	\$ 479.40	
Public Address System	Fire Station 80	\$ 168.64	\$ 8.94	\$ 168.64	\$ 8.94	\$ 168.64	\$ 8.94	\$ 168.64	\$ 8.94	\$ 168.64	\$ 8.94	
Public Address System	Airport Response Coordination Center (ARCC)	\$ 216.82	\$ 11.49	\$ 216.82	\$ 11.49	\$ 216.82	\$ 11.49	\$ 216.82	\$ 11.49	\$ 216.82	\$ 11.49	
Red/Blue crash phone system	Airport Response Coordination Center (ARCC)	\$ 192.73	\$ 10.21	\$ 192.73	\$ 10.21	\$ 192.73	\$ 10.21	\$ 192.73	\$ 10.21	\$ 192.73	\$ 10.21	
Public Address System	ITF West (Economy Lot)	\$ 4,517.17	\$ 239.38	\$ 4,517.17	\$ 239.38	\$ 4,517.17	\$ 239.38	\$ 4,517.17	\$ 239.38	\$ 4,517.17	\$ 239.38	
Public Address System	ConRAC (Beginning 6/1/2025)	\$ 5,119.46	\$ 271.30	\$ 5,119.46	\$ 271.30	\$ 5,119.46	\$ 271.30	\$ 5,119.46	\$ 271.30	\$ 5,119.46	\$ 271.30	
Public Address System	LAX Terminal 4.5 (Beginning 1/21/2024)	\$ 433.65	\$ 22.98	\$ 433.65	\$ 22.98	\$ 433.65	\$ 22.98	\$ 433.65	\$ 22.98	\$ 433.65	\$ 22.98	
Public Address System	LAX Terminal 5.5 (Beginning 10/1/2024)	\$ 457.74	\$ 24.26	\$ 457.74	\$ 24.26	\$ 457.74	\$ 24.26	\$ 457.74	\$ 24.26	\$ 457.74	\$ 24.26	
	BASE TOTAL	\$ 148,934.06	\$ 7,892.59	\$ 150,283.17	\$ 7,984.09	\$ 150,987.73	\$ 7,999.84	\$ 154,968.92	\$ 8,212.40	\$ 154,968.92	\$ 8,212.40	
	WARRANTY TOTAL											
	MONTHLY TOTAL	\$ 156,826.65		\$ 158,247.26		\$ 158,957.57		\$ 163,181.32		\$ 163,181.32		
	YEARLY TOTAL	\$ 1,881,919.80		\$ 1,898,967.12		\$ 1,907,490.84		\$ 1,958,175.84		\$ 1,958,175.84		
	5 YEAR TOTAL	\$ 9,604,728.44										
TABLE 4 - ADDITIONAL MATERIALS AND SERVICES (as specified in Section M of the SOW Specifications)												
Description	Estimated Number of Hours Per Year	Year 1		Year 2		Year 3		Year 4		Year 5		
		Hourly Labor Rate		Hourly Labor Rate		Hourly Labor Rate		Hourly Labor Rate		Hourly Labor Rate		
As needed SERVICES - Weekdays	90	\$5		\$5		\$5		\$5		\$5		
As needed SERVICES - Weekends and Holidays	120	\$5		\$5		\$5		\$5		\$5		
For information purpose only: Current and Future Projects												
Public Address System	LAX Terminal 3	TBD		Project								
Public Address System	LAX ATFA	TBD		Project								
Public Address System	MSC South	TBD		Project								
Public Address System	Terminals D and E	TBD		Project								

**EXHIBIT B**  
**INSURANCE**



LOS ANGELES WORLD AIRPORTS

Name:	<b>PUBLIC ADDRESS SYSTEM MAINTENANCE SERVICES</b>
Agreement/Activity:	RFP / Provide Technical Maintenance and Repair Services for LAWA's Public Address and Other Paging Related Electronics (PA) Systems Located Throughout Los Angeles International Airport (LAX).
Division:	IT Administration
RFB No. / Wizard No.:	N/A
Contract No:	N/A
Term:	

**The following Primary and Ancillary Insurance is required for this contract with minimum limits outlined and is subject to the terms and conditions set forth in Section 10 of the General Insurance Provisions in the Contract.**

<b>Primary Insurance</b>	
(X) Required	<b>Workers Compensation, Statutory Limits</b> <b>Employer Liability</b> \$1,000,000 each accident \$1,000,000 each employee by disease \$1,000,000 policy limit by disease
(X) Required	<b>General Liability</b> \$10,000,000 per occurrence \$10,000,000 general aggregate \$10,000,000 personal and advertising injury \$10,000,000 products/completed operations
(X) Required	<b>Commercial Auto Liability</b> \$10,000,000 combined single limit
<b>Ancillary Insurance, as Required Below</b>	
( ) Required	<b>Professional Liability</b> \$_____ claim and \$_____ annual aggregate

<b>Ancillary Insurance, as Required Below</b>	
( ) Required (refer to specific coverage required)	<b>Property Insurance, All Risk/Special Form Coverage</b>  ( ) Tenant contents (Renters' Insurance) ( ) Tenant improvements ( ) Builder's Risk Insurance – if applicable ( ) Earthquake coverage limit: - Replacement Value ( ) Flood coverage limit: - Replacement Value ( ) Terrorism coverage
( ) Required	<b>Installation Floater</b>
( ) Required	<b>Pollution Legal Liability – Must meet policy limits.</b>  \$_____ per claim and \$_____ aggregate
( ) Required	<b>Network Security and Privacy Liability (Cyber Liability)</b> \$1,000,000 per incident and \$2,000,000 annual aggregate
( ) Required	<b>Aircraft and Passenger Liability including Baggage, Cargo, Mail</b>  \$_____ per occurrence and \$_____ per passenger and  \$_____ per aggregate
( ) Required	<b>Garage Keeper's Liability</b> \$_____ per occurrence and \$_____ annual aggregate
( ) Required	<b>Hangar Keeper's Liability</b> \$__ per occurrence and \$__ annual aggregate
( ) Required	<b>Liquor Liability</b> \$__ per occurrence and \$__ annual aggregate
( ) Required	<b>Crime Insurance or Fidelity Bond</b> \$_____ Theft, dishonesty, disappearance, forgery, alteration, and destruction

Evidence of Contractor's insurance, including all required endorsements, must be uploaded into Contractor's insurance profile at [PinsAdvantage.com](https://PinsAdvantage.com). Please upload these Special Insurance Requirement with your evidence of insurance. Contact LAWA Risk Management at [riskinsurance@lawa.org](mailto:riskinsurance@lawa.org) or your Contract Administrator responsible for your contract if you have questions.

04/2024

## Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer of the Department of Airport (hereinafter referred to as "Chief Executive Officer") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specific coverages shall be filed with City prior to commencement of this contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Chief Executive Officer, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Chief Executive Officer deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

### ***City Held Harmless***

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses,

demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

### ***Hazardous and Other Regulated Substances***

(a) Contractor's performance under this Contract and/or occupancy or use of any LAWA property shall be in full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances"). Said hazardous substances shall include, but shall not be limited to, mold, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of Contractor's noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, contamination, leak, discharge or improper storage affecting LAWA property caused or contributed to by Contractor or its employees, servants, agents, contractors or subcontractors, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground to the satisfaction of Chief Executive Officer. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(d) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

## 10. General Insurance Provisions

(version 11/2023)

10.1. **Primary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, the following types of insurance in amounts specified in the Special Insurance Provisions attached hereto and incorporated herein by reference.

10.1.1. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance as required by the State of California including coverage for Employer's Liability with limits per accident, employee, and disease.

10.1.2. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance (CGL) providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to LAWA. Coverage shall be provided to LAWA for liability and any damage to property and injury or death of persons, unless caused by LAWA'S sole or active negligence or willful misconduct.

For construction contracts, completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in the Special Insurance Provisions can be met through a Contractor Controlled Insurance Program (CCIP), however, LAWA reserves the right to review and approve the program prior to starting work.

10.1.3. **Commercial Automobile Insurance.** Contractor shall maintain Commercial Auto Insurance written on ISO form CA 00 01 (or substitute form providing equivalent liability coverage). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) and may be satisfied by a combination of primary and excess and/or umbrella policies. Insurance limits will vary depending on Contractor's access to Air Operations Area "AOA". All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for Contractor's hauling or transporting hazardous materials.

10.2. **Ancillary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, ancillary insurance coverages, if required by LAWA and identified in the Special Insurance Provisions, with terms and conditions outlined below:

10.2.1. **Professional Liability Insurance.** Contractor shall maintain Professional Liability Insurance providing coverage for the professional services provided under this Contract.

The policy must have a retroactive date prior to the effective date of the Contract. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

- 10.2.2. Contractor's Pollution Liability Insurance.** Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by LAWA.
- 10.2.3. Property Insurance.** Contractor shall maintain Property Insurance providing coverage for the building, including contents, tenant improvements, and/or builders' risk on an All Risk/Special Form for all risks of physical loss or damage for all real property or improvements Contractor may be required to insure, including flood and earthquake coverage, for not less than the full replacement cost. Property insurance deductibles are the sole responsibility of the Contractor and must be approved by LAWA.
- 10.2.4. Installation Floater.** Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include LAWA as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.
- 10.2.5. Pollution Legal Liability Insurance.** Contractor shall maintain Pollution Legal Liability Insurance providing coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The insurance shall cover cleanup, including cleanup of pollutants on and migrating away from the insured location, restoration, business interruption, and extra expense as a result of release of pollutants. Coverage shall apply to non-owned disposal sites and shall meet any requirements of proof of financial responsibility laws for underground storage tanks, if appropriate. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.
- 10.2.6. Network Security and Privacy Liability Insurance (Cyber liability).** Contractor shall maintain Network Security and Privacy Liability Insurance (Cyber liability) providing coverage sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of

electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

**10.2.7. Aircraft and Passenger Liability Insurance.** Contractor shall maintain Aircraft and Passenger Liability Insurance providing coverage for third party bodily injury and property damage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Limits will vary based on federal requirements, passenger and/or cargo capacity.

**10.2.8. Garage Keeper's Liability Insurance.** Contractor shall maintain Garage Keeper's Liability Insurance providing coverage that includes liability for loss or damage to vehicles which are the property of others and in the care, custody, or control of Contractor for storage, repair, or safekeeping.

**10.2.9. Hangar Keeper's Liability Insurance.** Contractor shall maintain Hangar Keeper's Liability Insurance providing coverage that includes liability for loss or damage to aircraft which are the property of others and in the care custody and control of Contractor for storage, repair, or safekeeping.

**10.2.10. Liquor Liability Insurance.** Contractor shall maintain Liquor Liability Insurance providing coverage that includes liability for claims arising from the sale or serving of alcohol on LAWA's premises. Coverage may be endorsed on the commercial general liability policy or through a stand-alone policy.

**10.2.11. Crime Insurance or Fidelity Bond Insurance.** Contractor shall maintain Crime Insurance or Fidelity Bond Insurance providing coverage for commercial crime insurance or a fidelity bond naming LAWA as a loss payee. The policy or bond shall cover theft, dishonesty, disappearance, forgery, alteration, and destruction caused by employee of Contractor.

**10.3. General Provisions:**

**10.3.1. Additional Insureds.** Contractor's insurance, with exception of workers compensation and professional liability, if required, shall name City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (referred to as "LAWA"), and its Board of Airport Commissioners, directors, officers, employees, their successors, and assigns as additional insureds.

**10.3.2. Primary Insurance.** Contractor's insurance shall be primary and non-contributory with any insurance maintained by LAWA and shall include cross liability or severability of interest, if applicable.

**10.3.3. Notice of Cancellation.** Contractor's insurance shall be endorsed to provide LAWA with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days notice of cancellation.

**10.3.4. Acceptability of Insurers.** All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by LAWA.

**10.3.5. Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention maintained by Contractor for any required coverage must be declared and approved by LAWA. LAWA reserves the right to request financial statements and Contractor agrees to be fully responsible for payment of any such deductibles or self-insured retentions.

**10.3.6. Insurance Compliance.** Contractor shall deliver to LAWA certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by LAWA. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Contractor will not receive a notice to proceed until LAWA has approved insurance. LAWA reserves the right to request copies of required insurance policies, as needed.

Certificate holder shall read:

City of Los Angeles, Department of Airports,  
also known as Los Angeles World Airports  
P. O. Box 92216  
Los Angeles, CA 90009  
ATTN: Risk Management Department

Should Contractor fail to obtain and maintain the required insurance, LAWA reserves the right, upon ten (10) days prior written notice to Contractor of its intention to do so, to obtain and maintain such insurance on behalf of Contractor. Contractor shall be responsible for all costs incurred with respect to such insurance obtained by LAWA, plus administrative overhead.

**10.3.7. Maintenance of Insurance.** Contractor shall maintain all required insurance throughout the entire duration of this Contract without any lapse in coverage or reduction in required limits. LAWA reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.

**10.3.8. Waiver.** Contractor agrees to waive all rights of recovery against LAWA, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against LAWA. Contractor is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired. Contractor waives all right of recovery or subrogation against LAWA regardless of cause of damage.

**10.3.9. Self-Insurance.** LAWA recognizes that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. Self-insurance shall not in any way limit liabilities assumed by Contractor under this Contract including

but not limited to naming LAWA as an additional insured and waiving rights of recovery. Any self-insurance shall be approved in writing by LAWA upon satisfactory evidence of financial capacity. Contractor obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insured retentions.

**10.3.10. Subcontractors Insurance.** Contractor shall require insurance of its subcontractors for the types and coverage limits appropriate for the exposure in consultation with LAWA. In no event shall the insurance required of the Contractor be reduced or altered by the coverage maintained by subcontractors.

**EXHIBIT C**  
**CHILD SUPPORT ORDERS**

# LOS ANGELES ADMINISTRATIVE CODE

## Div. 10, Ch. 1, Art. 1

### CHILD SUPPORT

#### Sec. 10.10. Child Support Assignment Orders.

##### a. Definitions.

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

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

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

##### b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will

fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to 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 the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

##### c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

##### d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code § 5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

##### e. City's Compliance with California Family Code.

The City shall maintain its compliance with the provisions of California Family Code §§ 5230 *et*

*seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

**SECTION HISTORY**

*Added by Ord. No. 172,401, Eff. 2-13-99.*

**EXHIBIT D**  
**EQUAL EMPLOYMENT PRACTICES**

# LOS ANGELES ADMINISTRATIVE CODE

## Div. 10, Ch. 1, Art. 1

### EQUAL EMPLOYMENT

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

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

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City

contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and

carry out a program in conformance with the provisions hereof.

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

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### SECTION HISTORY

*Amended by: Ord. No.147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No.168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No.173,285, Eff. 6-26-00, Oper. 7-1-00.*

**EXHIBIT E**  
**AFFIRMATIVE ACTION PROGRAM**

# LOS ANGELES ADMINISTRATIVE CODE

## Div. 10, Ch. 1, Art. 1

### AFFIRMATIVE ACTION

#### Sec. 10.8.4. Affirmative Action Program Provisions.

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

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

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

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

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section

371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

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

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

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

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

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-

bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

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

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

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and

shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### SECTION HISTORY

*Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.*

**EXHIBIT F**  
**FIRST SOURCE HIRING PROGRAM**  
**FOR AIRPORT EMPLOYEES**

## FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport” shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

“Coalition” shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister’s Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

“Coalition Representative” shall mean the following: The Coalition shall designate one individual as the “Coalition Representative” authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

- First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
- Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
  2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
  3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of

this Program, and the conflicting provisions of this Program shall not be enforceable.

- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and

the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

**EXHIBIT G**  
**LIVING WAGE ORDINANCE**

## CHAPTER 1, ARTICLE 11

### LIVING WAGE

Section	
10.37	Legislative Findings.
10.37.1	Definitions.
10.37.2	Payment of Minimum Compensation to Employees.
10.37.3	Health Benefits.
10.37.4	Employer Reporting and Notification Requirements.
10.37.5	Retaliation Prohibited.
10.37.6	Enforcement.
10.37.7	Administration.
10.37.8	City is a Third Party Beneficiary of Contracts Between an Employer and Subcontractor for Purposes of Enforcement.
10.37.9	Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.
10.37.10	Expenditures Covered.
10.37.11	Timing of Application.
10.37.12	Express Supersession by Collective Bargaining Agreement.
10.37.13	Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.
10.37.14	Contracts, Employers and Employees Not Subject to this Article.
10.37.15	Exemptions.
10.37.16	Severability.

#### Sec. 10.37. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to other firms for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. These expenditures serve to promote the goals established for the grant programs and for similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services all too often has resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. The minimal compensation tends to inhibit the quantity and quality of services rendered by those employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article, the City intends to require service contractors to provide a minimum level of compensation which will improve the level of services rendered to and for the City.

The inadequate compensation leaves service employees with insufficient resources to afford life in Los Angeles. Contracting decisions involving the expenditure of City funds should not foster conditions that place a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

In comparison with the wages paid at San Francisco International Airport, the wage for Los Angeles airport workers is often lower even though the airports are similar in the number of passengers they serve and have similar goals of providing a living wage to the airport workforce. Studies show that higher wages at the airport leads to increases in worker productivity and improves customer service. Higher wages for airport workers also results in a decline in worker turnover, yielding savings to the employers and alleviating potential security concerns. Therefore, the City finds that a higher wage for airport employees is needed to reduce turnover and retain a qualified and stable workforce.

Many airport workers who provide catering services to the airlines are paid below the living wage. Federal law allows employment contract agreements between airline caterers and its workers to remain in effect without an expiration date, effectively freezing wages for workers. Long-term employment contract agreements provide little incentive for employers to renegotiate the employment contract agreements with their workers. Airline catering

workers often struggle to pay their bills, sometimes having to choose between paying medical bills and buying food for their families. The City finds that airline caterers should pay their workers, at a minimum, the living wage with benefits.

Airport workers are also the first to respond when an emergency occurs at the airport. In order to properly assist first responders during a crisis at the airport, the City finds that airport employees of Certified Service Provider License Agreement holders should be formally trained for an emergency response at the airport.

Nothing less than the living wage should be paid by employers that are the recipients of City financial assistance. Whether workers are engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor.

The City holds a proprietary interest in the work performed by many employees of City lessees and licensees and by their service contractors, subcontractors, sublessees and sublicensees. The success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby hinders the opportunity for success of City operations. A proprietary interest in providing a living wage is important for various reasons, including, but not limited to: 1) the public perception of the services or products rendered to them by a business; 2) security concerns related to the location of the business or any product or service the business produces; or 3) an employer's industry-specific job classification which is in the City's interest to cover by the living wage. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage further serves a proprietary concern of the City. If an employer does not comply with this article, the City may: 1) declare a material breach of the contract; 2) declare the employer non-responsible and limit its ability to bid on future City contracts, leases or licenses; and 3) exercise any other remedies available.

#### SECTION HISTORY

Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In  
Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord.  
No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Airline Food Caterer" means any Employer that, with respect to the Airport:

(1) prepares food or beverage to or for aircraft crew or passengers;

(2) delivers prepared food or beverage to or for aircraft crew or passengers;

(3) conducts security or inspection of aircraft food or beverage; or

(4) provides any other service related to or in connection with the preparation of food or beverage to or for aircraft crew or passengers.

(b) "Airport" means the Department of Airports and each of the airports which it operates.

(c) "Awarding Authority" means the governing body, board, officer or employee of the City or City Financial Assistance Recipient authorized to award a Contract and shall include a department which has control of its own funds.

(d) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds.

(e) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of \$1,000,000 or more in any 12-month period shall require compliance with this article for five years from the date such assistance reaches the \$1,000,000 threshold. For assistance in any 12-month period totaling less than \$1,000,000 but at least \$100,000, there shall be compliance for one year, with the period of compliance beginning when the accrual of continuing assistance reaches the \$100,000 threshold.

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

A recipient shall be exempted from application of this article if:

(1) it is in its first year of existence, in which case the exemption shall last for one year;

(2) it employs fewer than five Employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year; or

(3) it obtains a waiver as a recipient who employs the long-term unemployed or provides trainee positions intended to prepare Employees for permanent positions. The recipient shall attest that compliance with this article would cause an economic hardship and shall apply in writing to the City department or office administering the assistance. The department or office shall forward the waiver application and the department or office's recommended action to the City Council. Waivers shall be effected by Council resolution.

(f) “Contractor” means any person that enters into:

(1) a Service Contract with the City;

(2) a contract with a Public Lessee or Licensee; or

(3) a contract with a City Financial Assistance Recipient to help the recipient in performing the work for which the assistance is being given.

(g) “Designated Administrative Agency (DAA)” means the Department of Public Works, Bureau of Contract Administration, which shall bear administrative responsibilities under this article.

(h) “Employee” means any person who is not a managerial, supervisory or confidential employee who expends any of his or her time working for an Employer in the United States.

(i) “Employer” means any person who is:

(1) a City Financial Assistance Recipient;

(2) Contractor;

(3) Subcontractor;

(4) Public Lessee or Licensee; and

(5) Contractor, Subcontractor, sublessee or sublicensee of a Public Lessee or Licensee.

(j) “Person” means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may employ individuals or enter into contracts.

(k) “Public Lease or License” means, except as provided in Section 10.37.15, a lease, license, sublease or sublicense of City property, including, but not limited to, Non-Exclusive License Agreements, Air Carrier Operating Permits and Certified Service Provider License Agreements (CSPLA), for which services are furnished by Employees where any of the following apply:

(1) The services are rendered on premises at least a portion of which is visited by members of the public (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities);

(2) Any of the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) The DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(l) "Service Contract" means a contract involving an expenditure in excess of \$25,000 and a contract term of at least three months awarded to a Contractor by the City to furnish services for the City where any of the following apply:

(1) at least some of the services are rendered by Employees whose work site is on property owned or controlled by the City;

(2) the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) the DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(m) "Subcontractor" means any person not an Employee who enters into a contract:

(1) to assist in performance of a Service Contract;

(2) with a Public Lessee or Licensee, sublessee, sublicensee or Contractor to perform or assist in performing services for the leased or licensed premises.

(n) "Willful Violation" means that the Employer knew of its obligations under this article and deliberately failed or refused to comply with its provisions.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (e), Ord. No. 176,155, Eff. 9-22-04; Subsec. (e), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; Subsecs. (a) through (l) re-lettered (d) through (o), respectively and new Subsecs. (a), (b), and (c) added, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.2. Payment of Minimum Compensation to Employees.

(a) **Wages.** An Employer shall pay an Employee for all hours worked on a Service Contract or if a Public Lease or License or for a Contractor of a Public Lessee or Licensee, for all hours worked furnishing a service relating to the City, a wage of no less than the hourly rates set under the authority of this article.

##### (1) Non-Airport Employee Wages.

(i) If an Employer provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.25 per hour.

b. On July 1, 2019, the wage rate for an Employee shall be no less than \$14.25 per hour.

c. On July 1, 2020, the wage rate for an Employee shall be no less than \$15.00 per hour.

d. On July 1, 2022, and annually thereafter, the hourly wage rate paid to an Employee shall be adjusted consistent with any adjustment pursuant to Section 187.02 D. of the Los Angeles Municipal Code.

(ii) If an Employer does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section

10.37.2(a)(1)(i) and an additional wage rate of \$1.25 per hour.

(iii) Section 10.37.11 is not applicable to this subdivision.

**(2) Airport Employee Wages.**

(i) If an Employer servicing the Airport provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2017, the wage rate for an Employee shall be no less than \$12.08 per hour.

b. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.75 per hour.

c. On July 1, 2019, the wage rate for an Employee shall be no less than \$15.25 per hour.

d. On July 1, 2020, the wage rate for an Employee shall be no less than \$16.50 per hour.

e. On July 1, 2021, the wage rate for an Employee shall be no less than \$17.00 per hour.

f. Beginning on July 1, 2022, the wage rate for an Employee shall increase annually, on July 1, to an amount \$2.00 above the minimum rate under the City's Minimum Wage Ordinance for that same period of time.

(ii) If an Employer servicing the Airport does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section 10.37.2(a)(2)(i) and an additional wage rate as follows:

a. On July 1, 2017, an Employer servicing the Airport shall pay an Employee an additional wage rate of \$5.18 per hour.

b. Beginning on July 1, 2018, an Employer servicing the Airport shall pay an Employee an additional wage rate per hour

equal to the health benefit payment in effect for an Employee pursuant to Section 10.37.3(a)(5).

(3) An Employer may not use tips or gratuities earned by an Employee to offset the wages required under this article.

(b) **Compensated Time Off.** An Employer shall provide an Employee compensated time off as follows:

(1) An Employee who works at least 40 hours per week or is classified as a full-time Employee by the Employer shall accrue no less than 96 hours of compensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of compensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Compensated Time Off.**

(i) An Employee must be eligible to use accrued paid compensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner. Compensated time off shall be paid at an Employee's regular wage rate at the time the compensated time off is used.

(ii) An Employee may use accrued compensated time off hours for sick leave, vacation or personal necessity.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued compensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) The DAA may allow an Employer's established compensated time off policy to remain in place even though it does not meet these requirements, if the DAA determines that the Employer's established policy is overall more generous.

(v) Unused accrued compensated time off shall carry over until time off reaches a maximum of 192 hours, unless the Employer's established policy is overall more generous.

(vi) After an Employee reaches the maximum accrued compensated time off, an Employer shall provide a cash payment once every 30 days for accrued compensated time off over the maximum. An Employer may provide an Employee with the option of cashing out any portion of, or all of, the Employee's accrued compensated time off, but, an Employer shall not require an Employee to cash out any accrued compensated time off. Compensated time off cashed out shall be paid to the Employee at the wage rate that the Employee is earning at the time of cash out.

(vii) An Employer may not implement any unreasonable employment policy to count accrued compensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

(4) **Compensated Release Time.** An Employer servicing the Airport who holds a Certified Service Provider License Agreement and is subject to this article shall comply with the following additional requirements:

(i) A CSPLA Employer shall provide an Employee at the Airport, 16 hours of additional compensated release time annually to attend and complete emergency response training courses approved by the Airport.

(ii) By December 31, 2018, and continuing thereafter on an annual basis, an Employee of a CSPLA Employer shall successfully complete the 16 hours of emergency response training.

(iii) An Employee of a CSPLA Employer hired after December 31, 2018, shall complete the 16 hours of emergency response training within 120 days of the first date of hire.

(iv) The 16 hours of compensated release time shall only be used to attend Airport approved annual emergency response training courses. The 16 hours of compensated release time does not accumulate or carry over to the following year. The 16 hours of compensated release time shall not be included as part of the 96 hours of compensated time off required under this article.

(c) **Uncompensated Time Off.** An Employer shall provide an Employee uncompensated time off as follows:

(1) An Employee who works at least 40 hours a week or is classified as a full-time Employee by an Employer shall accrue no less than 80 hours of uncompensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of uncompensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Uncompensated Time Off.**

(i) An Employee must be eligible to use accrued uncompensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner.

(ii) Uncompensated time off may only be used for sick leave for the illness of an Employee or a member of his or her immediate family and where an Employee has exhausted his or her compensated time off for that year.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued uncompensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) Unused accrued uncompensated time off shall carry over until the time off reaches a maximum of 80 hours, unless the Employer's established policy is overall more generous.

(v) An Employer may not implement any unreasonable employment policy to count accrued uncompensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec.

(a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Subsec.

(a), Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No.

184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff.

1-20-18; Subsec. (a)(1), Ord. No. 185,745, Eff. 10-15-18.

**Sec. 10.37.3. Health Benefits.**

(a) **Health Benefits.** The health benefits required by this article shall consist of the payment by an Employer of at least \$1.25 per hour to Employees towards the provision of health care benefits for an Employee and his or her dependents. On July 1, 2017, the health benefit rate for an Employee working for an Employer servicing the Airport shall be at least \$5.18 per hour. On July 1, 2018, the annual increase for Employees working for an Employer servicing the Airport shall continue as provided in Section 10.37.3(a)(5).

(1) Proof of the provision of such benefits must be submitted to the Awarding Authority to qualify for the wage rate in Section 10.37.2(a) for Employees with health benefits.

(2) Health benefits include health coverage, dental, vision, mental health and disability income. For purposes of this article, retirement benefits, accidental death and dismemberment insurance, life insurance and other benefits that do not provide medical or health related coverage will not be credited toward the cost of providing Employees with health benefits.

(3) If the Employer's hourly health benefit payment is less than that required under this article, the difference shall be paid to the Employee's hourly wage.

(4) Health benefits are not required to be paid on overtime hours.

(5) On July 1, 2018, and annually thereafter each July 1, the amount of payment for health benefits provided to an Employee working for an Employer servicing the Airport shall be adjusted by a percentage equal to the percentage increase, if any, in the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: Medical Care Services, as measured from January to December of the preceding year. The DAA shall announce the adjusted rates on February 1st and publish a bulletin announcing the adjusted rates, which shall take effect on July 1st of each year.

(b) **Periodic Review.** At least once every three years, the City Administrative Officer shall review the health benefit payment by Employers servicing the Airport set forth in Section 10.37.3(a) to determine whether the payment accurately reflects the cost of health care and to

assess the impacts of the health benefit payment on Airport Employers and Airport Employees and shall transmit a report with its findings to the Council.

**SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

**Sec. 10.37.4. Employer Reporting and Notification Requirements.**

(a) An Employer shall post in a prominent place in an area frequented by Employees a copy of the Living Wage Poster and the Notice Regarding Retaliation, both available from the DAA.

(b) An Employer shall inform an Employee of his or her possible right to the federal Earned Income Credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to an Employee forms informing them about the EIC and forms required to secure advance EIC payments from the Employer.

(c) An Employer is required to retain payroll records pertaining to its Employees for a period of at least four years, unless more than four years of retention is specified elsewhere in the contract or required by law.

(d) A Contractor, Public Lessee, Licensee, and City Financial Assistant Recipient is responsible for notifying all Contractors, Subcontractors, sublessees, and sublicensees of their obligation under this article and requiring compliance with this article. Failure to comply shall be a material breach of the contract.

**SECTION HISTORY**

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

**Sec. 10.37.5. Retaliation Prohibited.**

An Employer shall not discharge, reduce in compensation, or otherwise discriminate against any Employee for complaining to the City with regard to the Employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article,

for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.6. Enforcement.

(a) An Employee claiming violation of this article may bring an action in the Superior Court of the State of California against an Employer and may be awarded:

(1) For failure to pay wages required by this article, back pay shall be paid for each day during which the violation occurred.

(2) For failure to comply with health benefits requirements pursuant to this article, the Employee shall be paid the differential between the wage required by this article without health benefits and such wage with health benefits, less amounts paid, if any, toward health benefits.

(3) For retaliation the Employee shall receive reinstatement, back pay or other equitable relief the court may deem appropriate.

(4) For Willful Violations, the amount of monies to be paid under Subdivisions (1) - (3), above, shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an Employee who prevails in any such enforcement action and to an Employer who prevails and obtains a court determination that the Employee's lawsuit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies. Contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the Awarding Authority to terminate the contract and otherwise pursue legal remedies that may be available. Contracts shall also include an agreement that the Employer shall comply with federal law proscribing retaliation for union organizing.

(d) The DAA may audit an Employer at any time to verify compliance. Failure by the Employer to cooperate

with the DAA's administrative and enforcement actions, including, but not limited to, requests for information or documentation to verify compliance with this article, may result in a determination by the DAA that the Employer has violated this article.

(e) An Employee claiming violation of this article may report the claimed violation to the DAA, which shall determine whether this article applies to the claimed violation.

(1) If any of the Employee's allegations merit further review, the DAA shall perform an audit; the scope of which will not exceed four years from the date the complaint was received.

(2) If the claimed violation is filed after a contract has expired, and information needed for the review is no longer readily available, the DAA may determine this article no longer applies.

(3) In the event of a claimed violation of the requirements relating to compensated time off, uncompensated time off or wages, the DAA may require the Employer to calculate the amount the Employee should have earned and compensate the Employee. Nothing shall limit the DAA's authority to evaluate the calculation.

(i) If the DAA determines that an Employer is in violation of Section 10.37.2(b), the time owed must be made available immediately. At the Employer's option, retroactive compensated time off in excess of 192 hours may be paid to the Employee at the current hourly wage rate.

(ii) If the DAA determines that an Employer is in violation of Section 10.37.2(c), the Employer shall calculate the amount of uncompensated time off that the Employee should have accrued. This time will be added to the uncompensated time off currently available to the Employee and must be available immediately.

(f) Where the DAA has determined that an Employer has violated this article, the DAA shall issue a written notice to the Employer that the violation is to be corrected within ten days or other time period determined appropriate by the DAA.

(g) In the event the Employer has not demonstrated to the DAA within such period that it has cured the violation, the DAA may then:

(1) Request the Awarding Authority to declare a material breach of the Service Contract, Public Lease or License, or financial assistance agreement and exercise its contractual remedies thereunder, which may include, but not be limited to: (i) termination of the Service Contract, Public Lease or License, or financial assistance agreement; (ii) the return of monies paid by the City for services not yet rendered; and (iii) the return to the City of money held in retention (or other money payable on account of work performed by the Employer) when the DAA has documented the Employer's liability for unpaid wages, health benefits or compensated time off.

(2) Request the Awarding Authority to declare the Employer non-responsible from future City contracts, leases and licenses in accordance with the Contractor Responsibility Ordinance (LAAC Section 10.40, et seq.) and institute proceedings in a manner that is consistent with law.

(3) Impose a fine payable to the City in the amount of up to \$100 for each violation for each day the violation remains uncured.

(4) Exercise any other remedies available at law or in equity.

(h) Notwithstanding any provision of this Code or any other law to the contrary, no criminal penalties shall attach for violation of this article.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.7. Administration.

The DAA shall administer the requirement of this article and monitor compliance, including the investigation of claimed violations. The DAA shall promulgate rules and regulations consistent with this article for the implementation of the provision of this article. The DAA shall also issue determinations that persons are City Financial Assistance Recipients, that particular contracts shall be regarded as "Service Contracts" for purposes of Section 10.37.1(l), and that particular leases and licenses shall be regarded as "Public Leases" or "Public Licenses" for purposes of Section 10.37.1(k). when it receives an

application for a determination of non-coverage or exemption as provided for in Section 10.37.14 and 10.37.15.

The DAA may require an Awarding Authority to inform the DAA about all contracts in the manner described by regulation. The DAA shall also establish Employer reporting requirements on Employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

Every three years after July 1, 2018, the Chief Legislative Analyst (CLA) with the assistance of the City Administrative Officer (CAO) shall commission a study to review the state of the Airport's regional economy; minimum wage impacts for Employees servicing the Airport; Airport service industry impacts; temporary workers, guards and janitors impacts; restaurants, hotels and bars impacts; transitional jobs programs impacts; service charges, commissions and guaranteed gratuities impacts; and wage theft enforcement. On an annual basis, the CLA and CAO shall collect economic data, including jobs, earnings and sales tax. The Study shall also address how extensively affected Employers are complying with this article, how the article is affecting the workforce composition of affected Employers, and how the additional costs of the article have been distributed among Employees, Employers and the City.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.8. City is a Third Party Beneficiary of Contracts Between an Employer and Subcontractor for Purposes of Enforcement.

Any contract an Employer executes with a Contractor or Subcontractor, as defined in Section 10.37.1(f) and (m), shall contain a provision wherein the Contractor or Subcontractor agree to comply with this article and designate the City as an intended third party beneficiary for purposes of enforcement directly against the Contractor or Subcontractor, as provided for in Section 10.37.6 of this article.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00; Oper. 7-1-00; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

### Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an Employee's right to bring legal action for violation of other minimum compensation laws.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

### Sec. 10.37.10. Expenditures Covered.

This article shall apply to the expenditure - whether through aid to City Financial Assistance Recipients, Service Contracts let by the City or Service Contracts let by its Financial Assistance Recipients - of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

### Sec. 10.37.11. Timing of Application.

The provisions of this article shall become operative 60 days following the effective date of the ordinance and are not retroactive.

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (b), Subsec. (c) Added, Ord. No. 173,747, Eff. 2-24-01; Subsec. (d) Added, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

### Sec. 10.37.12. Express Supersession by Collective Bargaining Agreement.

The requirements of this article may be superseded by a collective bargaining agreement if expressly stated in the agreement. This provision applies to any collective bargaining agreement that expires or is open for negotiation of compensation terms after the effective date of this ordinance. Any collective bargaining agreement that purports to supersede any requirement of this article shall be submitted by the Employer to the DAA.

(a) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Employers servicing the Airport only when an Employee is paid a wage not less than the applicable wage rate in Section 10.37.2(a)(2)(i).

(b) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Airline Food Caterers only when an Employee of the Airline Food Caterer is paid a total economic package no less than the applicable wage rate in Section 10.37.2(a)(2)(ii).

## SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.  
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; Title and Section In Entirety, Ord. No. 185,321, Eff. 1-20-18.

### Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City Financial Assistance Recipient" in Section 10.37.1(e), of "Public Lease or License" in Section 10.37.1(k), and of "Service Contract" in Section 10.37.1(l) shall be liberally interpreted so as to further the policy objectives of this article. All City Financial Assistance Recipients meeting the monetary thresholds of Section 10.37.1(e), all Public Leases and Licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services shall be presumed to meet the corresponding definition mentioned above, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for

a determination of non-coverage or exemption and procedures for making determinations on such applications.

#### SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.

Amended by: Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18; In Entirety, Ord. No. 185,745, Eff. 10-15-18.

#### Sec. 10.37.14. Contracts, Employers and Employees Not Subject to this Article.

The following contracts are not subject to the Living Wage Ordinance. An Awarding Authority, after consulting with the DAA, may determine whether contracts and/or Employers are not subject to the Living Wage Ordinance due to the following:

(a) a contract where an employee is covered under the prevailing wage requirements of Division 2, Part 7, of the California Labor Code unless the total of the basic hourly rate and hourly health and welfare payments specified in the Director of Industrial Relations' General Prevailing Wage Determinations are less than the minimum hourly rate as required by Section 10.37.2(a) of this article.

(b) a contract with a governmental entity, including a public educational institution or a public hospital.

(c) a contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

#### SECTION HISTORY

Added by Ord. No. 184,318, Eff. 7-7-16.

Amended by: In Entirety, Ord. No. 185,321, Eff. 1-20-18.

#### Sec. 10.37.15. Exemptions.

Upon the request of an Employer, the DAA may exempt compliance with this article. An Employer seeking an exemption must submit the required documentation to the DAA for approval before the exemption takes effect.

(a) A Public Lessee or Licensee, that employs no more than seven people total on and off City property shall be exempted. A lessee or licensee shall be deemed to employ no more than seven people if the

company's entire workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the previous calendar year. If a Public Lease or License has a term of more than two years, the exemption granted pursuant to this section shall expire after two years, but shall be renewable in two-year increments.

(b) Non-Profit Organizations. Corporations organized under Section 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight times the lowest wage paid by the corporation, shall be exempted as to all Employees other than child care workers.

(c) Students. High school and college students employed in a work study or employment program lasting less than three months shall be exempt. Other students participating in a work-study program shall be exempt if the Employer can verify to the DAA that:

(1) The program involves work/training for class or college credit and student participation in the work-study program is for a limited duration, with definite start and end dates; or

(2) The student mutually agrees with the Employer to accept a wage below this article's requirements based on a training component desired by the student.

(d) Nothing in this article shall limit the right of the Council to waive the provisions herein.

(e) Nothing in this article shall limit the right of the DAA to waive the provisions herein with respect to and at the request of an individual Employee who is eligible for benefits under Medicare, a health plan through the U.S. Department of Veteran Affairs or a health plan in which the Employee's spouse, domestic partner or parent is a participant or subscriber to another health plan. An Employee who receives this waiver shall only be entitled to the hourly wage pursuant to Section 10.37.2(a)(2)(i).

#### SECTION HISTORY

Added by Ord. No. 184,318, Eff. 7-7-16.

Amended by: In Entirety, Ord. No. 185,321, Eff. 1-20-18.

**Sec. 10.37.16. Severability.**

If any subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this section, and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION HISTORY**

Added by Ord. No. 172,336, Eff. 1-14-99.

Amended by: In Entirety, Ord. No. 184,318, Eff. 7-7-16; In  
Entirety, Ord. No. 185,321, Eff. 1-20-18.

**EXHIBIT H**  
**ALTERNATIVE FUEL VEHICLE**  
**REQUIREMENT PROGRAM**

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM  
(LAX ONLY)**

**I. Definitions.**

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

"CARB" shall mean the California Air Resources Board.

"Covered Vehicle" is defined in Section II below.

"Compliance Plan" is defined in subsection VII.C. below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

## **II. Covered Vehicles.**

- A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).
- B. **Exemptions.** The following vehicles are exempt from this Requirement:
  - i) Public safety vehicles.
  - ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
  - iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

**III. Maximum Allowable Vehicle Age Requirement.** In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

**IV. Compliance Schedule.**

- A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.
- B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

**V. Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

**VI. Annual Reporting Requirement.**

- A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.
- B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.
- C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

**VII. Enforcement.**

- A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:
  - i) Failure to submit an annual report pursuant to Section VI above.
  - ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
  - iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.
- B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.
- C. Compliance Plan.**
- i) Operators shall transition to compliant vehicles as soon as practicable.
  - ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
  - iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
  - iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.
- D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

**IX. Periodic Review.** This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

## **EXHIBIT I**

**U.S. DEPARTMENT OF TRANSPORTATION ORDER DOT,  
STANDARD TITLE VI ASSURANCE AND NONDISCRIMINATION PROVISION**

## CIVIL RIGHTS – TITLE VI ASSURANCES

**Civil Rights – Title VI Assurances.** In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.