



Item 15
Number

Report to the BOARD OF AIRPORT COMMISSIONERS

DAVID REICH

DAVID REICH (Jul 1, 2022 16:28 PDT)

Reviewed by: David Reich, Deputy Executive Director

Brian C. Ostler

Brian C. Ostler, City Attorney *nak*

Justin Erbacci

Justin Erbacci (Jul 1, 2022 16:45 PDT)

Justin Erbacci, Chief Executive Officer

Meeting Date

7/7/2022

Needs Council Approval: ☒ Y

<u>Reviewed for / by</u>	<u>Date</u>	<u>Approval Status</u>	<u>By</u>
Finance	6/30/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	4/29/2022	<input checked="" type="checkbox"/> Y	VW
Procurement	6/21/2022	<input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond	BG
Guest Experience	5/20/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	5/19/2022	<input checked="" type="checkbox"/> Y	KC

SUBJECT

Request for approval to award a contract to 9139249 Canada Inc., doing business as Bus.com, to operate and manage FlyAway service for Los Angeles International Airport, for a five-year term and total contract amount not to exceed \$95,760,000.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines and State CEQA Guidelines Section 15061 (b)(3).
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
4. FURTHER FIND that the Request for Proposal process used in this competitive process satisfies requirements of the Administrative Code Section 10.17 and is compatible with City interests.

5. APPROVE the award of a contract to 9139249 Canada Inc., doing business as Bus.com, to operate and manage the FlyAway service at Los Angeles International Airport for a five-year term and total contract amount not to exceed \$95,760,000.
6. AUTHORIZE the Chief Executive Officer, or designee, to execute the contract with 9139249 Canada Inc. doing business as Bus.com upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

To enter into an agreement with 9139249 Canada Inc., doing business as Bus.com (Bus.com), to manage and operate an enhanced FlyAway service at Los Angeles International Airport (LAX) and to employ new technologies and customer service tools to reimagine the FlyAway service over the next 5 years.

2. Prior Related Actions/History of Board Actions

- **May 21, 2015 – Resolution No. 25710 (Board File No. DA-4999)**

The Board of Airport Commissioners (Board) awarded a seven-year Operating Agreement to Pacific Coast Sightseeing Tours & Charters, Inc. (DA-4999) to manage and operate the Union Station, Van Nuys, and Metro Orange Line FlyAway scheduled bus services to and from Los Angeles International Airport. The contract commenced on July 11, 2015 and terminates on July 10, 2022.

- **November 5, 2015 – Resolution No. 25829 (Board File No. DA-5035)**

The Board approved the award of a three-year agreement to MV Transportation, Inc., with two one one-year extension options, for the operation of Hollywood and Westwood FlyAway bus service and the potential to operate Santa Monica and Long Beach FlyAway service. The contract commenced on December 31, 2015 and terminated on December 30, 2020.

- **December 6, 2018 – Resolution No. 26655 (Board File No. DA-5035A)**

The Board approved an amendment to contract DA-5035 with MV Transportation, Inc. to increase scope of services and revise the financial terms for the two renewal option years covering operation of the Hollywood, Long Beach, and Westwood FlyAway bus service.

- **June 2, 2022 – Resolution No. 27513 (Board File No. DA-4999A)**

The Board approved an amendment to contract DA-4999 with Pacific Coast Sightseeing Tours and Charters, Inc. to amend the financial terms, increase contract authority by \$5.2 million, for a total not to exceed \$81.4 million, and extend the term through October 31, 2022, for the provision of the Downtown Los Angeles Union Station and Van Nuys FlyAway bus service.

3. Background

The LAX FlyAway Program commenced in 1975 offering direct scheduled service seven days a week between the LAX Terminals and Van Nuys. Between 2006 and 2015, in compliance with

the Stipulated Settlement Agreement, eight additional sites were implemented: Hollywood, Irvine, La Brea, Long Beach, Orange Line Santa Monica, Union Station, and Westwood. Due to low ridership, routes were cancelled resulting in four remaining routes in early 2020 (Hollywood, Long Beach, Union Station, and Van Nuys).

In calendar year 2019, before the COVID-19 pandemic, 1,970,802 passengers were transported on the FlyAway buses (see the following table for route statistics).

Route	CY 2019 Total Ridership Data	Daily Avg Rider Per Trip
Van Nuys	1,175,940	28
Union Station	632,789	19
Long Beach	43,018	3
Hollywood	119,055	9

The Hollywood and Long Beach routes were suspended due to COVID-19, and the operating agreement for these two routes with MV Transportation expired on December 30, 2020.

The operating agreement for the Van Nuys and Union Station routes with Pacific Coast Sightseeing Tours & Charters, Inc. originally was to have expired on July 10, 2022, and was recently extended by the Board to October 31, 2022.

Currently, the FlyAway service is operating 24-hours a day, every day of the year, with 128 daily trips to Van Nuys and 80 daily trips to Union Station. Calendar Year 2022 FlyAway Program ridership through the end of March was 267,625, which is 49 percent of FY 2019 levels; however, in FY 2019, the Hollywood and Long Beach routes still were active. Recovery of the ridership specifically on the Union Station and Van Nuys routes is at 72.3 percent of FY 2019 levels.

Route	CY 2022 Total Ridership Data ¹	Daily Avg Rider Per Trip
Van Nuys	344,027	20
Union Station	177,293	15

¹Data through May 2022

The current passenger fare is \$9.75 each way for both the Union Station and Van Nuys routes. The \$9.75 fare was implemented January 1, 2017.

4. Current Action/Rationale

The new operating agreement with Bus.com will integrate state-of-the-art technology to improve customer experience and operational efficiency in a cost-effective manner, provide continued service at Van Nuys and Union Station, be flexible to serve changing passenger demands, allow for the implementation of new routes and enable Los Angeles World Airports (LAWA) to introduce new service models.

Under the terms of the contract, Bus.com will be required to:

- a. Provide a technology solution that includes a customer-facing, user-friendly platform for FlyAway customers that offers a consistent, seamless interface. This automated platform or application will include the ability for passengers to buy and download tickets, reserve space or specific seats, get route information, track buses, enable customer loyalty program management, provide feedback and comments, as well as other features that will help customers with their journey. This platform will be Americans with Disabilities Act-compliant and will adhere to LAWA's information security requirements. The platform will have the capability to integrate with third parties such as airlines. Bus.com has partnered with leaders in transportation technology innovation, Masabi, Translōc, and Tixora, to configure a FlyAway specific solution utilizing their off-the-shelf software and hardware solutions. The configuring and customization of the online website and application is less risky than a custom development and expected to be ready by contract start date.
- b. Acquire a new vehicle fleet to provide service on the Union Station and Van Nuys routes and ensure its availability and operation to fully support passenger demand throughout the term of the contract at agreed service levels. All vehicles will comply with the LAX Alternative Fuel Vehicle Program and be equipped with the latest GPS vehicle tracking systems to provide LAWA and the public real-time updates.
- c. Operate and manage the Union Station and Van Nuys FlyAway routes.
- d. Perform all required fleet preventative maintenance, repair, towing, fueling, cleaning, washing, fumigation, and disinfection services.
- e. Analyze data to recommend adjustments to operation of the existing routes to improve efficiency and meet customer needs.
- f. Analyze data to recommend new routes, assess innovative delivery methods, and recommend future routes.
- g. Identify other solutions that could add value to LAWA and the FlyAway brand.
- h. Upon LAWA's request, provide a price proposal and accompanying financial model for new service route(s) and operational delivery models.

The contract will provide LAWA with the ability and flexibility to work with Bus.com to adjust shuttle service levels throughout the year to match demand through real time monitoring and seasonal planning. A contract term of five years also provides LAWA with the flexibility to respond and adapt to impacts once the Automated People Mover is operational and to reassess the long-term need for shuttle transportation services.

Electric Vehicle Transition

LAWA is committed to transitioning FlyAway and all shuttle bus services at the airport to electric or zero emission. However, electrifying the Van Nuys and Union Station routes at this time is challenging. The election of a five-year contract for the FlyAway rather than a longer seven or ten-year term, reflects staff's belief that by the time of the next contract (to commence at the end of 2027) a full electric fleet will be feasible on the two routes, which will enable an all-zero emission fleet for the Olympics in 2028. LAWA will pilot buses on the routes during the five-year period and will build up electric charger infrastructure to facilitate operations.

There are several reasons for the difficulty of electrifying the Van Nuys and Union Station routes at this time. Buses reach capacity on both routes at peak. For that reason, a large 50+ passenger capacity vehicle with luggage stowed under the cabin, categorized as an over-the-road coach bus, is the preferred type for these routes. Smaller vehicles and lower speed transit buses are readily available in an electric version. As the procurement effort began, however, few manufacturers were offering electric coaches. More models are starting to become available, but they lack the luggage capacity of the lower compartments in existing coach buses. On a route with a high demand for luggage capacity like FlyAway, this might force the operator to configure the passenger cabin with less seats to fit baggage at the back of the bus. This would create a “seat penalty” in which the operator would have to transport less passengers per bus, leading to reduced revenue, but also to poorer service as more passengers would be left behind at the curb. Moreover, the Van Nuys and Union Station routes are 47 miles and 40.4 miles roundtrip respectively and the operations run 24 hours, meaning battery range remains a risk factor. Current models typically have advertised ranges of 170 miles to 230 miles per charge with charging times of 4-6 hours using a 150 kW/h charger. In current usage, a FlyAway bus may make as many as eight round trips in a day with multiple stops in the central terminal area. Additional buses would be required to cover for charging time while sustaining the same level of service.

LAWA will use this five-year bridge contract to pilot electric vehicles on the Van Nuys and Union Station routes. LAWA is actively pursuing a procurement of zero emissions buses that can be provided to multiple LAX shuttle lines and has negotiated a clause in this contract that will require the operator to pilot buses on the Van Nuys and Union Station routes as LAWA provides them. LAWA will work with Bus.com to study usage of the FlyAway to see where perhaps smaller electric buses can augment service. In addition, LAWA will pilot an over the road coach bus during the course of this contract. Finally, LAWA will require that any new FlyAway routes, if less than 15 miles round trip, be serviced by electric vehicles.

Contract Expenditures

The contract expenditures are programmed as follows:

(In thousands)	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Operations Management Fee	\$ 1,864	\$ 1,073	\$ 1,111	\$ 1,151	\$ 1,194	\$ 6,391
Trip Fees	12,849	13,154	13,458	13,762	14,067	67,287
Technology Management Fee	1,107	172	177	182	187	1,823
Reimbursables	2,551	2,807	2,907	3,014	3,125	14,401
Education Initiatives	298	250	250	250	250	1,298
Annual Total	\$18,669	\$17,456	\$17,903	\$18,359	\$18,823	\$91,200
				5% contingency		4,560
Grand Total						\$95,760

Reimbursables include merchant fees and fuel.

A five percent contingency is included for the flexibility to add trips and features allowed within the scope of services; expense of funds must be pre-approved by LAWA.

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Deliver Facilities & Guest Experiences that are Exceptional: Upgrade every element of the guest experience.* The new FlyAway Program will deliver transportation options that provide efficient, direct, and convenient connections from around the region to LAX incorporating a customer-first model leveraging technology and data to maximize efficiencies and address customer needs.

5. Selection Process

The components for the solicitation for the FlyAway service were developed to include recommendations from an industry FlyAway modernization workshop in 2019, a February 2020 Motion from the City's Transportation, Trade and Tourism (TTT) Council Committee, and submissions from a September 2021 Request for Information (RFI) that informed LAWA about the vendor landscape for LAWA's development of a more innovative, flexible service model for the FlyAway.

An RFP for Operation and Management of LAX FlyAway was issued January 15, 2021. Based upon the questions received from potential proposers, the RFP was cancelled to clarify and refine the proposal requirements.

An RFP for Operation and Management of LAX FlyAway Service was reissued August 8, 2021. The reissued RFP reflected input from industry and other stakeholders received after cancellation of the January 15, 2021 RFP. The required responses were to address customer-centric technology and analytics capabilities, management and operations of fixed-route scheduled service, capabilities to analyze and implement new routes and service models, and the ability to leverage technology and data to maximize efficiency and address customer needs. In short, LAWA was looking for an operator that could integrate new technologies with existing operations to make the journey from purchasing a ticket to riding the bus more seamless. LAWA also wanted an operator that reliably could run the current scheduled service from Van Nuys and Union Station, while having the flexibility and initiative to propose new routes and on-demand service where appropriate. The pre-proposal conference on August 17, 2021, was attended by more than 75 individuals. LAWA received five proposals on November 12, 2021.

Evaluation Process

The LAWA evaluation panel reviewed the proposals, conducted proposer interviews, and performed an evaluation based on the following criteria and weight:

Part One: The Proposal Criteria		Weight
Methodology and Approach		50
	Customer-Centric Technology and Analytics Capabilities	
	Management and Operations of Fixed-Route Scheduled Service	
Team Organization and Experience		15

Inclusivity Plan	10
Cost Proposal (Technology and Analytics, Management and Operations of Fixed-Route Scheduled Service)	25
TOTAL	100
Part Two: Administrative Requirements	
Pass/Fail	

Bus.com was determined to be the successful proposer for the scope of services required and included a favorable cost proposal. Bus.com has solid transportation experience and has developed an existing network of transportation partners to enable it to provide the services that are consistent with LAWA's vision for an enhanced FlyAway service. Bus.com and its partners have experience providing on-line booking, 24/7 customer support, and other required functionality desired by LAWA. The result is an operator who effectively can run the Van Nuys and Union Station routes and improve the experience through a state of-the-art website/application for ticketing and other customer services. Bus.com also will provide improved backend data analytics to better meet passenger demand and reduce leave behinds on the routes. Finally, while the scope of services does not currently contain new routes, Bus.com is required to provide proposals for service, upon staff's request, including on-demand where most appropriate.

Bus.com has committed to the following inclusivity goals, which exceed the requirement set forth in the RFP.

	LAWA Goal	Bus.com Proposed
Small Business Enterprise (SBE)	10%	36.40%
Local Business Enterprise (LBE)	3%	3.10%
Local Small Business Enterprise (LSBE)	2%	3.10%
Disabled Veteran Business Enterprise (DVBE)	1%	1.33%

Fiscal Impact

FlyAway Program revenues and expenses are conservatively estimated to be as follows:

All Routes	Ridership ²	Revenues ⁴	Expense ⁵
FY 2020	1,498,884	\$12,460,418	\$14,121,755
FY 2021	544,115	\$4,471,000	\$10,359,005
FY 2022 ³	1,336,534	\$11,590,241	\$10,114,825
FY 2023	1,297,491	\$10,120,430	\$19,752,000
FY 2024	1,633,320	\$12,739,896	\$18,437,000
FY 2025	1,740,765	\$13,577,967	\$18,907,000
FY 2026	1,771,068	\$13,814,330	\$19,385,000
FY 2027	1,801,956	\$14,055,257	\$19,872,000

² Projected ridership based on historic percent of FlyAway ridership (3.9%) of LAX enplaned passengers and projected LAX enplaned passengers.

³ Actuals year-to-date through May 2022, projected through June 2022, trending approximately 5.0% of previously FY 2022 projected enplanements.

⁴ Projected revenues based on current fare of \$9.75 one way; regular, employee and child ridership results in average revenue/passenger of \$7.80

⁵ Expense include Metro lease for Union Station. It does not include Van Nuys Terminal facilities operations expense.

By projecting ridership based only on organic LAX passenger growth and keeping the fare static, this table is very conservative. Staff and Bus.com are instituting initiatives to increase ridership with FlyAway program enhancements and increased marketing. Staff will also conduct a fare review as only a modest increase has the potential to offset the FlyAway program expense.

6. Alternatives Considered

- **Take No Action**
Taking no action will result in no service beginning November 1, 2022, for LAX FlyAway routes to Van Nuys and Union Station. The current LAX FlyAway Operating Agreement expires October 31, 2022.
- **Extend Existing Contract**
Negotiate an extension to the existing agreement with Pacific Coast Sightseeing Tours & Charters. Further extending the current agreement will not provide the enhanced service desired for FlyAway. Current contract vehicles are experiencing a higher rate of maintenance resulting in a decrease in service as breakdowns are more common.

APPROPRIATIONS

Funds for this contract are available in the Fiscal Year 2022-2023 Los Angeles World Airports Operating Budget in LAX Cost Center 2001187 – LND Union Station FlyAway, Cost Center 2001209 – VNY LND FlyAway Operations, Commitment Item 520 – Contractual Services. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines. And, the activity is exempt from CEQA requirements pursuant to State CEQA Guidelines Section 15061 (b)(3).
2. The City Attorney has approved this item.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. 9139249 Canada Inc. dba Bus.com will comply with the provisions of the Living Wage Ordinance.
5. Procurement Services has reviewed this action (File No. 9684) and established mandatory goals of 10% SBE, 3% LBE, 2% LSBE, and 1% DVBE. 9139249 Canada Inc. dba Bus.com committed to 36.4% SBE, 3.1% LBE, 3.1% LSBE, and 1.33% DVBE.
6. 9139249 Canada Inc. dba Bus.com will comply with the provisions of the Affirmative Action Program.
7. 9139249 Canada Inc. dba Bus.com has been assigned Business Tax Registration Certificate No. 000324284-0001-1.
8. 9139249 Canada Inc. dba Bus.com will comply with the provisions of the Child Support Obligations Ordinance.
9. 9139249 Canada Inc. dba Bus.com must have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports prior to the issuance of a Notice to Proceed.
10. Pursuant to Charter Section 1022, staff determined the work specified in the proposed contract can be performed more feasibly or economically by an Independent Contractor than by City employees.
11. 9139249 Canada Inc. dba Bus.com has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. 9139249 Canada Inc. dba Bus.com has been determined by Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance.
13. 9139249 Canada Inc. dba Bus.com will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
14. 9139249 Canada Inc. dba Bus.com has submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.

15. 9139249 Canada Inc. dba Bus.com has submitted the MLO Bidder Contributions CEC Form 50 and will comply with its provisions.
16. 9139249 Canada Inc. dba Bus.com has submitted the Iran Contracting Act and will comply with its provisions.

**AGREEMENT FOR OPERATION AND MANAGEMENT OF FLYAWAY® SERVICE
AT LOS ANGELES INTERNATIONAL AIRPORT**

By and Between

THE CITY OF LOS ANGELES,
DEPARTMENT OF AIRPORTS

and

9139249 CANADA INC.

Dated _____, 2022

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AGREEMENT FOR OPERATION AND MANAGEMENT OF FLYAWAY® SERVICE AT LOS ANGELES INTERNATIONAL AIRPORT

This AGREEMENT FOR OPERATION AND MANAGEMENT OF FLYAWAY® SERVICE AT LOS ANGELES INTERNATIONAL AIRPORT (this “**Agreement**”) is made and entered into as of _____, 2022 (“**Execution Date**”) by and between the CITY OF LOS ANGELES, a municipal corporation (“**City**”), acting by order of and through its Board of Airport Commissioners (“**Board**”) of the Department of Airports, also known as Los Angeles World Airports, and 9139249 CANADA INC., a California corporation (“**Contractor**”), (City and Contractor collectively referred to as the “**Parties**” or “**Party**” individually) with reference to the following:

RECITALS

WHEREAS, City is the owner and operator of Los Angeles International Airport (hereinafter referred to “**Airport**”);

WHEREAS, City is the sole and exclusive owner of the federally registered trademark FlyAway® (U.S. Reg. No. 3518970) and related trade dresses (collectively “**FlyAway Trademarks**”) in the field of transportation of passengers, goods, and luggage by means of bus, and has been providing said services to the public (Unless already noted, all references to “FlyAway” as used in this Agreement shall be deemed to have the registered trademark symbol ® following such term.);

WHEREAS, City owns or has certain rights to use certain bus terminals near the Airport, and City desires to continue providing a network of FlyAway regional shuttle services that connect the Airport terminals to terminus stations across Los Angeles for the benefit of the public, including the Airport employees, customers, travelers, and surrounding communities;

WHEREAS, City has issued that certain Request for Proposals for Operation and Management of LAX FlyAway Service for Los Angeles World Airports, Release Date August 6, 2021 as supplemented by addenda (“**RFP**”), and Contractor presented a proposal under a cover letter dated November 12, 2021 (“**Contractor’s Proposal**”) in response to the RFP;

WHEREAS, Contractor is a technology and solution integration company and is experienced in managing and operating regional-level bus services and has skills and resources to develop, implement, and operate customer-centric technology and analytics capabilities for demand responsive operations, which will enhance the FlyAway operation and improve customer experience with FlyAway services; and

WHEREAS, pursuant to the RFP, Contractor has been selected by City to, among other things: (i) develop and provide customer-centric technology and analytics, (ii) implement, maintain, manage, and operate fixed-route FlyAway shuttle services and related facilities and services, and (iii) provide service and market analytics with recommendations and plans for enhancements to FlyAway services and implement such enhancements, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are incorporated herein by this reference), the payment of the consideration hereinafter provided, the covenants and conditions hereinafter contained to be kept and performed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Term

1.1 Term; Commencement Date. The term of this Agreement (“**Term**”) shall be for a period commencing on the Commencement Date (as defined below) and ending on the date which is the last day of the fifth (5th) Year (as defined below) following the Commencement Date (“**Expiration Date**”), unless the Term of this Agreement is sooner terminated or extended in accordance with the provisions of this Agreement. The Commencement Date is anticipated to be November 1, 2022. For purposes of this Agreement, the term “**Commencement Date**” shall mean 12:00 a.m. (PT) on the date specified by the CEO (as defined below) as the Commencement Date as set forth in a written notice given by the CEO to Contractor, provided that such specified Commencement Date shall not occur sooner than sixty (60) days following the date that such written notice is given. For purposes of this Agreement, the term “**Year**” shall mean each consecutive period of twelve (12) full calendar months following the Commencement Date; provided, however, if the Commencement Date is a date other than the first day of a calendar month, the first Year shall include that fractional portion of the calendar month in which the Commencement Date occurs (“**Fractional First Month**”) and the first full twelve (12) calendar months thereafter. Within ten (10) days following receipt by the Contractor of the CEO’s written request, Contractor shall execute a Commencement Date Memorandum in the form attached to this Agreement as Exhibit A acknowledging the calendar dates of the Commencement Date of the Term and the Expiration Date, together with such other information contained in the Commencement Date Memorandum and as the CEO may reasonably request. Contractor’s failure to execute a Commencement Date Memorandum shall not affect validity or effectiveness of the Commencement Date. For purposes of this Agreement, the term “**CEO**” shall mean the Chief Executive Officer of the Department of Airports of the City of Los Angeles (or the person or persons duly authorized by the CEO and identified to Contractor to take a specified action on behalf of the CEO).

1.2 Conditions to Effectiveness of the Agreement. Notwithstanding the execution and delivery of this Agreement by the Parties, as a condition to the effectiveness of this Agreement for the benefit of City, the Los Angeles City Council (“**City Council**”) shall have approved this Agreement, and the CEO shall have approved both the Initial Annual Budget (as defined in Section 6.2) and the Initial Business Operations Plan (as defined in Section 2.7) prior to the Commencement Date.

Section 2. Appointment of Contractor; Services and Facilities

2.1 Services in General. City hereby engages Contractor, and Contractor hereby agrees to provide, as an independent contractor, the services, products, and work (collectively, the “**Services**”) described in this Agreement, in the exhibits attached to this Agreement, and in

the Business Operations Plan. The Services generally consist of two components: (a) delivery of customer-centric technology and analytics capabilities for demand responsive operations (as set forth in Section 3), and (b) management and operation of fixed-route FlyAway bus service (“**FlyAway Bus Service**”) (as set forth in Section 4). The Services are further described in the Scope of Services attached to this Agreement as Exhibit B and incorporated herein by this reference (“**Scope of Services**”). In addition to the Scope of Services, it is expressly understood and agreed by Contractor that the RFP (including all of its attachments, forms, plans, specifications, and any addenda thereto) attached hereto as Exhibit C and certain selected portions of Contractor’s Proposal (including the proposal documents and administrative requirements) attached hereto as Exhibit D shall constitute and are hereby incorporated and made a part of this Agreement, and Contractor does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed to the extent that such documents are not inconsistent with the provisions of this Agreement or the other exhibits attached to this Agreement. Except as specifically set forth in or inconsistent with this Agreement, Contractor acknowledges that this Agreement is based upon the performance requirements contained in the bid documents issued by City.

2.1.1 Controlling Instruments. In the event of a conflict between the provisions of this Agreement and the provisions of the Scope of Services, the provisions of this Agreement shall control. If there is a conflict between the RFP and the Contractor’s Proposal, the RFP shall control. If there is a conflict between this Agreement (including the Scope of Services) and the RFP or the Contractor’s Proposal, this Agreement shall control. If there is a conflict between the Scope of Services and the Contractor’s Proposal, the Scope of Services shall control.

2.2 Transition of Services from Prior Contractor. Contractor acknowledges and agrees that the FlyAway Bus Service is currently in operation and management by another operator, who will transfer such service to Contractor on the Commencement Date, and such transition of service to Contractor must be seamless to avoid any disruption in the service. Therefore, Contractor shall, at Contractor’s expense, make specific plans for such transition (as such plans will be set forth in the Initial Business Operations Plan) and take all necessary and appropriate actions for the effective and efficient transition of FlyAway Bus Service management and operational responsibilities to Contractor on the Commencement Date. Contractor shall ensure that there will be no interruption in the scheduled FlyAway Bus Service operations in connection with such transition.

2.3 Quality of Services. Contractor shall provide the highest level of professional, courteous, safe, and efficient services to the general public, including, without limitations, customers with disabilities, in accordance and consistent with the provisions of this Agreement, Scope of Services, and Business Operations Plan. Without limiting the generality of the foregoing, Contractor shall comply as follows:

- a. Contractor shall, at all times during the term of this Agreement, comply with all safety rules and regulations promulgated by any governmental authority having control over the Services under this Agreement.

b. All vehicles, automotive equipment, machinery, appliances, and other facilities used by Contractor in its operations under this Agreement shall be maintained in good mechanical condition and appearance, which shall, at all times, meet all standards necessary or lawfully required for fire protection and for the enhancement of the safety applicable to the business of Contractor.

c. All technology software, hardware, systems, applications, and equipment developed, used, and operated by Contractor shall be maintained in good condition and appearance and comply with all Applicable Laws.

d. Contractor shall not discredit or damage the reputation or goodwill of City or the Airport.

2.4 Description of Terminals and Facilities. In connection with the FlyAway Bus Service, Contractor shall have the right to access, use, operate, and/or occupy certain bus terminal facilities, and vehicle holding lots as described in this Agreement or otherwise designated by the CEO in accordance with the terms of this Agreement. As of the Commencement Date, Contractor shall have the right to access and operate at certain areas of the Union Station facilities located at Patsaouras Transit Plaza, 810 North Vignes Street, Los Angeles, California 90012 (“**Union Station Bus Terminal**”). Attached hereto as Exhibit E is a description of the Union Station Bus Terminal and an itemized list of the Facilities that Contractor may use and operate at such terminal. The operation at the Union Station Bus Terminal shall be limited to, passenger pick up and drop off, sale of tickets at or by operation of ticketing kiosks, ticket vending machines, and such other uses as may be expressly authorized by the CEO or provided in the Business Operations Plan. As of the Commencement Date, Contractor shall also have the right to access, use, and operate at certain areas of the Van Nuys FlyAway Bus Terminal located at 7610 Woodley Ave, Van Nuys, California 91406 (“**Van Nuys Bus Terminal**”). Attached hereto as Exhibit F is a description of the Van Nuys Bus Terminal and an itemized list of the Facilities that Contractor may use and operate at such terminal. Contractor’s access, use, and operation at the Van Nuys Bus Terminal shall include passenger pickup and drop off, sale of tickets at or by operation of ticketing kiosks or ticket vending machines, vehicle staging, limited administrative use for bus operators, including break room space, and such other uses as may be expressly authorized by the CEO or provided in the Business Operations Plan. The Union Station Bus Terminal and Van Nuys Bus Terminal are collectively referred to as the “**FlyAway Bus Terminals**”. In addition, as of the Commencement Date, Contractor shall have the right to access, use, and operate that certain improved parking area located at 6100 Westchester Parkway, Los Angeles, California 90045 (“**Holding Lot**”). Attached hereto as Exhibit G is a description of the Holding Lot and an itemized list of the Facilities that Contractor may use at the Holding Lot. As used herein, the “**Facilities**” means improvements, equipment, appliances, fixtures, appurtenances, and facilities. The FlyAway Bus Terminals and Holding Lot are collectively referred to in this Agreement as the “**Stations.**” Stations and Facilities thereon are collectively referred to as “**City Properties.**” City may, at its sole option, expand, reduce, or relocate any of the Stations or Facilities at any time and shall provide as much notice as is reasonably possible, but not less than thirty (30) days.

2.4.1 Limited Right of Access to the Airport Terminal Area. In connection with the FlyAway Bus Service, Contractor shall have the right to access and pick up and unload passengers along the curb of the roadways in the Central Terminal Area and other facilities of the Airport at locations designated by City. Such passenger load and unload areas are subject to change, and Contractor shall cooperate with such notice of change. Contractor shall not park any FlyAway Buses (as defined in Section 4.3) or other motor vehicles in the Central Terminal Area except for such period of time as may be necessary to load and unload passengers and their baggage. No maintenance or repair of any vehicles may be conducted at the Airport, unless expressly approved in writing by the CEO. At all times, Contractor shall comply with the Airport rules and regulations.

2.4.2 Rights Regarding the Stations and Facilities. Notwithstanding any other provisions of this Agreement, Contractor acknowledges and agrees that the rights granted to Contractor with respect to the Stations are limited to that of a revocable nonexclusive license for the purpose of performing Contractor's obligations under this Agreement, which license may be terminated by the CEO in accordance with the terms of this Agreement. Contractor shall not use the Stations or Facilities for any purpose other than as expressly authorized in this Agreement or otherwise authorized by the CEO in writing. Nothing in this Agreement shall be construed as granting to Contractor a possessory interest in the Stations or Facilities. Moreover, Contractor shall not make any alterations to the Stations or Facilities unless otherwise provided in this Agreement (including the Business Operations Plan) without a prior written approval from City, which approval may be withheld in its sole discretion. Contractor acknowledges that City may enter the Stations at any time, for any purpose.

2.4.3 Subject to Access Agreement. It is acknowledged and agreed that Contractor's rights to the Union Station Bus Terminal granted under this Agreement may be subject to certain Right of Entry Permit dated July 1, 2021 ("**Metro Access Permit**") made by and between City and the Los Angeles County Metropolitan Transportation Authority ("**Metro**"), a copy of which is attached hereto as Exhibit H. Contractor acknowledges that its access and operation at the Union Station Bus Terminal shall be subject to the terms and conditions of the Metro Access Permit and Contractor shall comply with all the terms and conditions of same. The City shall make reasonable efforts to maintain and renew the Metro Access Permit for conducting the FlyAway Bus Services.

2.4.4 Maintenance of the Facilities and Other City Properties. Contractor shall, at all times keep and maintain the Facilities that Contractor is required to maintain pursuant to the Scope of Services and the Business Operations Plan in good repair and in a clean and orderly condition and appearance. Subject to the specific requirements set forth in the Scope of Services and Business Operations Plan, Contractor shall generally be responsible for maintenance of the ticketing kiosks (including all electronics and equipment in and for the kiosks) and ticket vending machines. However, Contractor will not be responsible for (i) making any capital improvements, (ii) maintaining the structural portions of any improvements at the Stations (e.g., exterior painting, repairs to walls, floors, and the roof of any structural improvements, and pavement or asphalt resurfacing), (iii) maintaining and repairing the utility pipes, conduits, and lines, and (iv) maintaining and repairing the administrative office space or the break room, all of which will be City's responsibility. City reserves the right to make any changes, alterations,

modifications, additions and updates to the Facilities or other City Properties (or any part thereof), including but not limited to, any structural elements, utility lines, pipes, ducts, conduits, and any other ancillary improvements and fixtures, which City considers necessary or advisable, provided that such change will not have a materially adverse effect on Contractor's operations as determined by City in its sole discretion. The janitorial services for the Facilities and the Stations under Contractor's control or used by Contractor in connection with the Services provided under this Agreement shall be Contractor's sole responsibility.

2.4.5 Utilities. City will pay for the electrical and water utilities serving the Facilities or other City Properties; provided, however, in the event that the CEO reasonably determines that Contractor's usage of such utilities is unreasonable, excessive or wasteful, City shall have the right to back-charge Contractor for the amount representing such unreasonable, excessive or wasteful use. City shall not be liable or responsible for any unavailability, failure, stoppage, interruption or shortage of any utilities or other services, unless caused by City's gross negligence or willful misconduct. Contractor shall have no liability for any damages caused by an interruption in utilities, if such interruption could not be avoided despite the best practices and emergency plans provided in the Business Operations Plan.

2.5 Staffing and Personnel. Contractor shall hire, retain, train, and manage employees and subcontractors necessary to efficiently and competently perform the Services required under this Agreement in accordance with the approved Staffing Plan as described in Section 2.7.3. To the extent that Contractor's personnel, subcontractors and/or such subcontractor's personnel are identified in the Scope of Services, the Business Operations Plan or Contractor's Proposal, Contractor shall retain such team to provide the Services under this Agreement ("**Contract Team**"). Contractor agrees that changes to the Contract Team shall only be made after written request by Contractor to the CEO and shall be subject to the CEO's prior written approval, not to be unreasonably withheld, delayed, or conditioned, and such approval or disapproval shall be given within fourteen (14) days of the written request. If written request for such a change is made, Contractor shall provide any documentation requested by the CEO for review and approval. Any such request for changes to the Contract Team may be disapproved by the CEO, but such disapproval shall not be exercised so as to unreasonably deprive Contractor of its right to make appropriate work assignments. Except as otherwise specifically authorized in this Agreement (including the Scope of Services or the Business Operations Plan), Contractor shall not subcontract for the performance of any of the Services to be provided by Contractor under this Agreement without the CEO's prior written consent, which will not be unreasonably withheld, delayed or conditioned. As used herein, Contractor's "subcontractors" shall include subcontractors of all tiers performing under this Agreement and anyone acting on behalf of Contractor or its subcontractors.

2.6 Customer Service. Contractor shall provide exceptional 24-hour, 365 days-a-year customer service consistent with City's vision of "Gold Standard" Airport in accordance with the approved Customer Service Plan as described in Section 2.7.4. Contractor shall develop and maintain a customer complaint management system and provide City with access to such systems. City may at its discretion require integration of Contractor's customer data management system with City's Data and Analytics Center of Excellence Platform for Data Management Solution for a consolidated complaint management system, and Contractor shall

cooperate with City. The Business Operations Plan will be amended to reflect such integration of the systems, and the Approved Annual Budget will be evaluated and, if necessary, amended to reflect said integration of the systems.

2.7 Business Operations Plan. Subject to the terms of this Agreement, Contractor shall provide the Services and operate and manage the City Properties in accordance with the Business Operations Plan as approved by the CEO on behalf of City and in effect for the applicable time period (“**Business Operations Plan**”). Promptly following the execution of this Agreement, Contractor shall prepare (in consultation with City) a mutually satisfactory initial Business Operations Plan to be effective as of the Commencement Date (“**Initial Business Operations Plan**”), which Initial Business Operations Plan shall be subject to the approval of the CEO in his or her sole and absolute discretion. Notwithstanding the execution of this Agreement, and as a condition to the effectiveness of this Agreement for the benefit of City, the CEO shall have, prior to the Commencement Date, approved the Initial Business Operations Plan, in a form and content satisfactory to the CEO in his or her sole and absolute discretion. Once approved by the CEO, the Initial Business Operations Plan as approved shall be deemed a part of this Agreement and incorporated herein by reference. Thereafter, Contractor shall submit proposed revisions to the Initial Business Operations Plans or Business Operations Plan (as the case may be) to the CEO, on an annual basis, no later than sixty (60) days prior to the end of each Year continuing through the Term. In the event that Contractor believes exigent circumstances warrant that the Business Operations Plan should be revised sooner than the end of a given Year, then Contractor may submit proposed revisions during such Year for the CEO’s consideration. Any and all proposed revisions to the Business Operations Plan shall be subject to the approval of the CEO and shall not become effective unless and until approved by the CEO. The CEO shall have the right to require changes to the Business Operations Plan, from time to time and at any time, upon not less than thirty (30) days’ prior written notice (unless emergency or other compelling circumstances warrant sooner change, in which event such sooner date as specified by the CEO). Unless otherwise expressly provided, the term “Business Operations Plan” shall include the “Initial Business Operations Plan.” In the event of a conflict between the provisions of this Agreement and the Business Operations Plan (including any revisions to the Business Operations Plan), the provisions of this Agreement shall control over the provisions of the Business Operations Plan. The contents of the Business Operations Plan shall generally include, but not be limited to, the following plans and procedures, such that are contemplated and described in the Scope of Services (Exhibit B), and such that the CEO may require from time to time.

- a. The Fleet Plan as described in Section 2.7.1 below;
- b. The Transportation Operations Plan as described in Section 2.7.2 below;
- c. The Staffing Plan as described in Section 2.7.3 below;
- d. The Customer Service Plan as described in Section 2.7.4 below;
- e. The Customer Centric Technology Development Project Plan as described in Section 3.2 below;

- f. The Fare Analysis and Program Development Plan as described in Section 3.8.1 below;
- g. The Point-of-Sale Integration Plan as described in Section 3.2.1 below;
- h. The Customer Insights and Digital Marketing Plan as described in Section 3.8.2 below;
- i. The Service Analytics and New Market Development Plan as described in Section 3.8.3 below;
- j. The Service Level and Performance Standards as described in Section 2.7.5 below;
- k. The Failure to Perform Deductions Plan as described in Section 2.7.6 below; and
- l. Contractor's inclusivity plan.

2.7.1 Fleet Plan. Contractor shall maintain, regularly update, and operate pursuant to a fleet plan to provide suitable vehicles for the operation of the FlyAway Bus Service ("**Fleet Plan**"), which provides, among other things, specifications of vehicles, maintenance and repair programs, customer amenities plans for the FlyAway Buses, and vehicle technology requirements, as generally outlined in the Scope of Services (Exhibit B). City shall have the right to require additional plans and specifications to be included in the Fleet Plan. The Fleet Plan shall provide for (i) the minimum applicable standards necessary for effective and efficient operation of the FlyAway Buses and FlyAway Bus Service, as such standards may be evaluated and adjusted as necessary or desirable each Year, and (ii) the assessment of the FlyAway Buses and the FlyAway Bus Service then in operation and plans for compliance and improvement. The Fleet Plan shall be incorporated and made a part of the Business Operations Plan, subject to update and approval by the CEO as set forth in Section 2.7 above.

2.7.2 Transportation Operations Plan. Contractor shall maintain, regularly update, and operate pursuant to a management and operations plan to optimize operational efficiencies and meet passenger demands in connection with the FlyAway Bus Service ("**Transportation Operations Plan**"). The Transportation Operations Plan shall provide, among other things, detailed description of proposed level of transportation service (e.g., headways and bus deployment schedule), procedures to eliminate or reduce overloads, bus schedules, emergency response plan, and specific initiatives to enhance customer satisfaction (e.g., minimizing passenger wait time and increasing service level) as generally outlined in the Scope of Services (Exhibit B). City shall have the right to require additional plans and specifications to be included in the Transportation Operations Plan. The Transportation Operations Plan shall provide for (i) the minimum applicable standards necessary for effective and efficient operation of the FlyAway Buses and FlyAway Bus Service, as such standards may be evaluated and adjusted as necessary or desirable each Year, and (ii) the assessment of the operation then in place and plans for compliance and improvement. The Transportation

Operations Plan shall be incorporated and made a part of the Business Operations Plan, subject to update and approval by the CEO as set forth in Section 2.7 above.

2.7.3 Staffing Plan. Contractor shall maintain, regularly update, and operate pursuant to a staffing plan (“**Staffing Plan**”), which provides for detailed responsibilities of staff at managerial and operational levels, work schedule, and compensation schedule to ensure appropriate personnel and staffing levels necessary to provide effective and efficient Services required under this Agreement. The Staffing Plan shall include, without limitation, the following positions: General Manager, Operations Manager(s), Technology Manager(s), Maintenance Manager(s), Maintenance Quality Assurance Inspector(s), Mechanics, Dispatchers, Supervisors, Customer Service Team, Drivers, and other staff as appropriate. The Staffing Plan shall provide for, among other things, (i) the minimum staffing level necessary for effective and efficient operation under this Agreement, as such minimum requirements may be evaluated and adjusted as necessary or desirable each Year, (ii) the assessment of the staff then in place and plans for improvement, (iii) the rate structure for the staff, (iv) the budget for staffing for the upcoming Year, and (v) the employee/driver and customer service and safety training program. The Staffing Plan shall be incorporated and made a part of the Business Operations Plan, subject to update and approval by the CEO as set forth in Section 2.7 above.

2.7.4 Customer Service Plan. Contractor shall maintain, regularly update, and operate pursuant to a customer service plan (“**Customer Service Plan**”), which provides for detailed plans to ensure exceptional 24-hour customer service consistent with the City’s vision of “Gold Standard” Airport. The Customer Service Plan will provide for, among other things, hours and protocol for managing general customer inquiries and complaints, 24-hour critical response portal, complaint tracking system, evaluation of customer complaint data management system, and customer service training program. City shall have the right to require additional or different services, procedures, and protocol to enhance customer satisfaction. The proposed additions and changes to the customer service level shall be subject to evaluation of the proposed change in the budget for customer service set forth in the Approved Annual Budget. The Customer Service Plan shall provide for (i) the minimum customer service level necessary to ensure exceptional 24-hour customer service, as such minimum requirements may be evaluated and adjusted as necessary or desirable each Year, and (ii) the assessment of the customer service program in place and plans for improvement. The Customer Service Plan shall be incorporated and made a part of the Business Operations Plan, subject to update and approval by the CEO as set forth in Section 2.7 above.

2.7.5 Service Level and Performance Standards. Contractor acknowledges and agrees that it is incumbent on Contractor to ensure it consistently conducts an operationally efficient, reliable, cost-effective service schedule and fleet plan that meet passenger demands and ensure the highest level of customer service and safety. Contractor shall leverage the data and information collected from the Customer Centric Technology described in Section 3 to dynamically track operational and customer service issues and address proactively and continually improve the FlyAway Bus Service. Such system will measure Contractor’s performance, set levels of standards and/or expectations, and impose compliance with the standards and requirements provided in this Agreement, the Scope of Services, and the Business Operations Plan, and such standards shall meet or exceed those set forth in the Specific Service

Level and Performance Standards provided in Exhibit I, which is subject to amendment by City in its sole and absolute discretion.

2.7.6 **Failure to Perform Deductions Plan.** Contractor shall maintain and regularly update specific plans on how the Failure to Perform Deductions (as such is provided in Section 2.10 below) should be assessed (“**Failure to Perform Deductions Plan**”). The Failure to Perform Deductions Plan will provide the specific categories of Contractor’s failure in its performance under this Agreement, the Scope of Services, and the Business Operations Plan, such as missed or late trips, unresolved complaints, safety violations, and sub-standard fleets, and the amount of deductions to be assessed against Contractor for each of such failure. The Failure to Perform Deductions Plan shall provide the actual assessment of Contractor’s performance, time period for cure, protocol for cure and approval of cure, and areas of improvement and such information and procedures that the CEO may require. The Failure to Perform Deductions Plan shall be incorporated and made a part of the Business Operations Plan, subject to update and approval by the CEO as set forth in Section 2.7 above.

2.8 **Compliance with Laws.** Contractor shall (and shall cause Contractor’s employees, subcontractors, representatives, and agents [individually, a “**Contractor Party**” and collectively, the “**Contractor Parties**”]) to, at Contractor’s sole cost and expense, fully and faithfully observe and comply with all Applicable Laws (defined below), including without limitation, (i) all safety, security, and operations directives of City, including by the CEO, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport, (ii) the ADA Laws, except to the extent that such compliance requires structural changes to the Stations or Facilities; provided, however, Contractor shall comply with the ADA Laws and make the necessary changes on any alterations or improvements made by Contractor pursuant to this Agreement, (iii) any and all valid and applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the Federal Aviation Administration, and the Transportation Security Administration), (iv) all federal and state statutes and regulations protecting personally identifiable information and prohibiting unfair, misleading or fraudulent business practices, including but not limited to, California Civil Code Sections 1798, et. seq., California Civil Code Sections 11750, et. seq., and California Business and Professions Code Sections 17200 et. seq., (v) the Privacy Laws, and (vi) all terms of any insurance policy covering Contractor or the City Properties or any part thereof, all requirements of the issuer of the policy, and all orders, rules, regulations, and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the City Properties (or any part thereof) or any use or condition of the City Properties (or any part thereof). “**Applicable Laws**” means all federal, state, local, and foreign laws, statutes, codes, rules, regulations, ordinances, requirements, and orders, including City ordinances, now in force or which may hereafter be in force, applicable or pertaining to Contractor’s responsibilities and performance under this Agreement, including but not limited to, performance of the Services and Contractor’s access or use of the City Properties. The “**ADA Laws**” include, without limitations, (a) the Americans with Disabilities Act (ADA) of 1990, as amended; Air Carrier Access Act; 2010 ADA Standards For Accessible Design; 28 Code of Federal Regulation (CFR) Part 35; 28 CFR Part 36; 36 CFR Part 1192 (including Appendix A); 49 CFR Part 38; Sections 504 and 508 of the Rehabilitation Act of 1973 as amended; and the State of California Code of Regulations

Title 24, including any amendments to or successor statutes and regulations, (b) regulations and guidelines promulgated or adopted to protect interests protected under the aforementioned laws, including but not limited to, the Guidance on Web Accessibility published by Department of Justice, and (c) the industry standards for accessibility, including but not limited to the Web Content Accessibility Guidelines (“WCAG”), as such standards are updated and amended from time to time. The “**Privacy Laws**” means all U.S. and foreign laws and regulations related to intellectual property, cybersecurity, personal and data privacy, consumer protection, non-deceptive business practices, unfair competition, antitrust, financial transactions and securities, as applicable and as amended; specifically including, without limitations, California Unfair Competition Act (Cal. Business & Professional Code Sections 17200 et seq.); European Union General Data Protection Regulation; Canadian Personal Information Protection and Electronic Documents Act; Federal Trade Commission Act of 1914 (namely Sec. 5); the Children’s Online Privacy Protection Act of 1998; the Truth in Lending Act of 1968 (15 U.S.C. 1601-1677f); Fair Credit Reporting Act (FCRA) (1970), (15 U.S.C. § 1681 et seq); Credit Card Accountability Responsibility and Disclosure Act of 2009 (Credit CARD Act of 2009); Song-Beverly Credit Card Act of 1971 (Cal. Civil Code 1747 et seq.); Privacy Act of 1974 (5 U.S.C. 552a); Health Insurance Portability and Accountability Act (HIPAA) (1996) (45 CFR Part 160; Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.); California Consumer Privacy Act of 2018 (Cal. Civil Code 1798.100 and as subsequently amended including by the California Privacy Rights Act of 2020) Payment Card Industry Data Security Standard (PCI-DSS), as such laws are amended and any successor statutes and regulations. Contractor shall also pay for, and cause to be maintained in full force and effect during the Term, all licenses or permits necessary or required by any Applicable Laws for Contractor’s conduct and operation contemplated or provided under this Agreement or for the use of the Airport. Such licenses and permits shall cover not only Contractor, but also all of Contractor Parties required to be licensed to transact Contractor’s business.

2.9 Labor Relations. Contractor shall maintain harmonious relations with organized labor and, consistent with all federal, state and local labor laws, facilitate employer-employee relationship and communication, and establish policies and procedures to address any employees’ complaints regarding wages, hours, or other terms and conditions of employment. Contractor shall promptly notify City in writing any labor dispute that would likely cause operational interruption or cessation and offer back-up plans to minimize such adverse consequences.

2.10 Deductions for Failure to Perform; Assessments. In accordance with the Failure to Perform Deductions Plan (as provided in Section 2.7.6) and as CEO may deem appropriate or necessary in his or her reasonable discretion for uncured failures following the explanation of the cure period, the CEO shall have the right to assess as an adjustment (i.e., deduction) to the compensation payable by City to Contractor under this Agreement the deductions and/or assessments (sometimes collectively referred to as “**Failure to Perform Deductions**”) set forth in this Agreement (including the Scope of Services and Business Operations Plan) for Contractor’s failure to perform its obligations in the manner required herein or therein. The assessment of any such Failure to Perform Deductions shall be in addition to (and not in lieu of) any and all rights and remedies of City in the event of such nonperformance by Contractor. The CEO’s assessment or acceptance of payment for such Failure to Perform Deductions shall not

constitute a waiver nor prevent the exercise of any other rights or remedies by City for such nonperformance by Contractor. Contractor acknowledges that such Failure to Perform Deductions are a reasonable compensation adjustment as a result of such nonperformance by Contractor and are fair and reasonable under the circumstances.

2.10.1 Contractor's Dispute. In the event that Contractor disputes Failure to Perform Deductions imposed by City pursuant to this Section 2.10, within ten (10) business days of such imposition, Contractor shall give notice of its objection in writing, supported by documents acceptable to the CEO in his or her reasonable discretion. Upon review of such objection and supporting documents, the CEO will make a determination whether the Failure to Perform Deductions is warranted, in his or her sole and absolute discretion. Such determination of the CEO shall be final and binding on Contractor.

2.10.2 Time Limitation on Assessment. Unless Contractor's failure to perform could not be discovered despite reasonable and recurring audits, City's right to assess Failure to Perform Deductions for an event of nonperformance shall expire at the end of the month, twelve (12) months from the event of nonperformance. Therefore, as an example only, for an event of nonperformance in March 2023, unless such nonperformance could not be discovered despite reasonable and recurring audits, City's right to assess Failure to Perform Deductions for that event of nonperformance shall cease and be foreclosed at the end of the month of March 2024.

2.11 Additions, Deletions or Changes to Scope of Services or City Properties. At all times during the Term of this Agreement and notwithstanding anything to the contrary in this Agreement, the CEO shall have the right on behalf of City (but not the obligation) to make additions, deletions, modifications, relocations, or changes to the Services, including the FlyAway Bus Service, and/or the City Properties (including, without limitation, additions, deletions, modifications, closures, reconstructions, re-configurations or changes in use designations to the Facilities, whether temporary or permanent), as may be deemed necessary or appropriate (in the CEO's sole and absolute discretion) in connection with the operation of the Airport. Without limiting the generality of the foregoing provision, the CEO shall have the right to require Contractor to provide additional managerial or operational services beyond those that Contractor is required to perform under the terms of this Agreement. Potential additional services may include, without limitation, (a) servicing additional routes, facilities, and terminals, (b) providing and servicing temporary transportation for special events, (c) providing charter services, and (c) adding and incorporating additional fleets, which may include electric vehicles or other zero emission vehicles. The CEO's right to make additions, deletions, modifications, relocations, or changes to the Services and/or City Properties may be exercised by the CEO at any time and from time to time during the Term of this Agreement by giving a notice in advance (hereinafter, "**Notice of Change of Service**"), however, in the event of emergency or other compelling circumstances, no such prior notice shall be required. Upon issuance of a Notice of Change of Service, should Contractor determine that such proposed change would cause a substantial operational hardship and financial impact, Contractor may remit a written request for meet and confer, reasonably demonstrating that the change in the Scope of Services will result in a substantial operational hardship and financial impact. The Parties then shall engage in, a meet and confer in good faith to ascertain and, if feasible, mitigate substantial operational hardship and financial impact, which may result from the change in the Scope of Services contemplated in

the Notice of Change of Service. Upon any addition, deletion, modification, or change to the Scope of Services, the term Scope of Services as used in this Agreement shall be deemed to be so amended and modified. Moreover, subject to Section 6 below, the CEO shall have the right to make corresponding adjustments to the compensation payable to Contractor in the CEO's sole and absolute discretion, and the Approved Annual Budget (as defined in Section 6.2 below) will be deemed so amended and adjusted. Contractor agrees to manage and operate the City Properties and provide Services as so amended and modified in accordance with the terms and provisions of this Agreement. As used in this Section 2.11, "substantial operational hardship and financial impact" means estimated reduction in Contractor's annual gross earnings from performance under this Agreement by at least 85% compared to the earnings in the immediately preceding Year. Moreover the Notice of Change of Service shall issue not less than thirty (30) days in advance of the proposed change in the Scope of Services; provided, however, as the proposed change in the Scope of Services relates to significant changes in the specifications, functionality, and performance of the Customer Centric Technology initially outlined in the Scope of Services in effect on the Commencement Date and the proposed change would reasonably require ninety (90) days or more to implement the change, the Notice of Change of Service shall issue not less than ninety (90) days in advance of the proposed change.

2.12 City's Right to Operate Services or Contract with Others. Notwithstanding any other provision to the contrary in this Agreement, City reserves the right to operate or contract with any third party other than Contractor for any additional or supplemental services, including, but not limited to, additional routes for the FlyAway Bus Services, charter services, and other transportation services. Moreover, in the event that Contractor is unable to fully support or sustain the required Services (or any part thereof, including the FlyAway Bus Service) or meet the demands for such Services, or if the quality of Contractor's Services (or any part thereof) is below the applicable standards required under this Agreement or the Business Operations Plan, City shall have the right in its sole and absolute discretion to remove such Services (or any part thereof) from Contractor's operation and contract with a third party (other than Contractor) to provide the Services so removed. Prior to City's grant of any contract to a third party under this Section 2.12, City will provide a written notice not less than thirty (30) days in advance and if requested by Contractor, City and Contractor will engage in a good faith meet and confer to discuss Contractor's qualifications for and capability to undertake such additional contract. Nothing herein shall preclude or limit City's rights and obligations for the service procurement process provided or required under any Applicable Laws.

Section 3. Customer-Centric Technology and Analytics Capabilities for Demand-Responsive Operations

3.1 Customer Centric Technology and Analytic Ability, Generally. It is hereby acknowledged and agreed that Contractor has been selected to provide the Services under this Agreement based on, among other things, Contractor's skills, resources, and commitment to develop, implement, and operate certain customer-centric technology and analytics to enhance the FlyAway Bus Service, and such technological improvements are an essential constituent and purpose of this Agreement. Accordingly, Contractor hereby covenants and agrees to develop, implement, operate, and manage the Customer Centric Technology in accordance with the terms and conditions of this Agreement and the descriptions, requirements, schedules, and budget

provided under the Scope of Services, Business Operations Plan, and Approved Annual Budget (including the Initial Annual Budget). As used herein, the “**Customer Centric Technology**” means all technology, hardware, software, data, integration, interfaces, and services, which include, without limitation, the following: (a) the Customer User Interface Application Technology (CUIApp) as provided in Section 3.1.1 below; and (b) the Performance Monitoring Dashboard as provided in Section 3.1.2 below.

3.1.1 Customer User Interface Application Technology (CUIApp). Contractor shall develop and implement a customer-facing, user-friendly platform for FlyAway customers that offers a consistent, seamless interface on a website and various mobile devices, including iOS, Android, and Microsoft. This automated platform should include the ability for customers to buy and download tickets, reserve space or specific seats, get route information, track buses with real-time location information, enable management of customer loyalty program, provide feedback and comments, and access other features that will help with their use of the FlyAway Bus Service and enhance their experience. Moreover, this platform shall have the capability to integrate with third parties (e.g. airlines and Metro) through an application programming interface (API) provided by Contractor for future marketing opportunities as contemplated in Section 3.8 below. The specifications and requirements of the CUIApp are set forth in the Scope of Services in more detail.

3.1.2 Performance Monitoring Dashboard. Contractor will provide City a client-facing, web-based performance data warehousing and analytics solution accessible through approved user authentication that provides real-time data visualizations and reporting, enables dynamic client-generated queries through a user-friendly interface, and allows exports of data on FlyAway Bus Service performance and usage of the CUIApp. Data integration shall be aligned with City’s implementation of the Mobility Data Specification (MDS), to which Contractor will be provided reasonable access. Service performance shall include trip level metrics (such as the trip distance, duration, schedule adherence, causation of service delays or disruption, and actual or estimated fuel consumption). On a recurring basis (the frequency of which will be defined in the Business Operations Plan), the Performance Monitoring Dashboard shall report on the key performance indicators (KPIs), including but not limited to the following: ridership, demand, reliability of service, safety, cost revenue, bookings, customer experience, operations, and sustainability. The specifications and requirements of the Performance Monitoring Dashboard are set forth in the Scope of Services in more detail.

3.2 Customer Centric Technology Development Project Plan. Contractor shall prepare and submit a detailed development plan for the Customer Centric Technology (“**Customer Centric Technology Development Project Plan**”), which will be incorporated in the Initial Business Operations Plan. The Customer Centric Technology Development Project Plan shall provide, among other things, specific, incremental stages of development of the Customer Centric Technology, deliverables for each stage, and development schedule, which will be in sufficient detail to show the sequence of activities. Moreover, Contractor shall update the development schedule as the project progresses, frequently updating the date for the final deliverables and the launch date. The Customer Centric Technology Development Project Plan will provide for the designation of a full-time project manager assigned for the project and the protocol for regular project coordination and status communication with City.

3.2.1 Point-of-Sale Integration. Contractor shall explore and propose a plan for facilitating point-of-sale integration (“**Point-of-Sale Integration Plan**”) to allow customers to book and pay for the FlyAway Bus Service fares through third party programs such as airlines, corporate travel systems, Metro TAP program, regional transportation providers, travel agents or websites, and other hospitality services. Contractor shall architect or make necessary modifications to the Customer Centric Technology to facilitate such integration with third party programs.

3.3 Status Updates and Consultation. The Parties shall use good faith efforts to work cooperatively to timely develop the Customer Centric Technology. To that end, Contractor shall periodically, but no less frequently than bi-weekly, provide status updates to City with respect to the development and implementation of the Customer Centric Technology, according to the schedule and protocol set forth in the Customer Centric Technology Development Project Plan and as the CEO may require from time to time. Contractor shall provide City with the opportunity to review and comment on the pertinent system design, plan, and configuration, data security, integration of existing City systems, and the development timeline. Contractor shall use its best efforts to consider and incorporate City’s comments into the final design, development, and implementation. City will reasonably cooperate as may reasonably be requested by Contractor in connection with Contractor’s development of the Customer Centric Technology, including, without limitation, promptly responding to any request for input or feedback and providing necessary data and access to the existing City systems for FlyAway Bus Service.

3.4 Cost Estimate and Budget; Contractor’s Compensation. Contractor represents and warrants that it has made commercially reasonable efforts to estimate the cost of development and implementation of the Customer Centric Technology, including costs for incremental deliverables or components thereof. Contractor shall submit such cost estimate and budget for the development and implementation of the Customer Centric Technology (“**Customer Centric Technology Development Budget**”) to City for approval, and upon approval, the Customer Centric Technology Development Budget shall be incorporated as part of the Customer Centric Technology Development Project Plan and Initial Annual Budget, which shall not be amended unless expressly approved by the CEO in his or her sole discretion. Contractor shall be responsible for the cost of the development and implementation of the Customer Centric Technology, subject to reimbursement from City; provided, however, City’s payment shall not exceed the estimated amounts stated in the Customer Centric Technology Development Budget. In the event that Contractor’s expense exceeds the cost estimate in the Customer Centric Technology Development Budget, such additional expense shall be Contractor’s sole responsibility, and City shall have no obligation to pay additional or increased compensation. Upon completion and delivery of each incremental component set forth in the Customer Centric Technology Development Budget and City’s written approval of same, Contractor shall remit a request for payment for such completed work, proof of payment to its subcontractors, and any other documents substantiating the completion and delivery of work that City may request. All calculations and determinations regarding the compensation payable to Contractor are subject to the review and approval of the CEO and the confirmation that the deliverables are of satisfactory quality and standards required under this Agreement, and City reserves the right to require additional documents supporting any request for payment as City deems necessary. Upon

approval of the request for payment or additional supporting documents requested by City, City will remit payment of the approved amount to Contractor within thirty (30) days. The payment by City of any budgeted amount shall not bind City as to the completion or correctness of the deliverables or the payable amount should City later determine that the deliverables were incomplete and the request for payment was incorrect. City shall not be required to make payments for deliverables deemed unsatisfactory by City and may deduct from the compensation otherwise payable to Contractor the corresponding amount relating to such unsatisfactory deliverables. The Parties agree that the CEO shall make the final determination as to when Contractor's deliverables as defined in the Scope of Services and Business Operations Plan (or any part thereof) have been satisfactorily performed or delivered, or whether the development services provided to City justify release of any payment to Contractor under this Agreement. If City notifies Contractor of any disputed item of expense or compensation, Contractor shall, within ten (10) days from receipt of such notice from City, present a written response to the disputed item of expense or compensation. As Contractor's sole and exclusive remedy for any disputed item of expense or compensation, Contractor shall have the right to appeal City's initial decision as to the disputed item of expense or compensation to the supervising Deputy Executive Director or other designee of the CEO (which decision by such designee of the CEO shall be final and binding on Contractor, unless proven to be clearly erroneous).

3.4.1 Good Workmanship; No Claims. The Customer Centric Technology as developed and implemented hereunder shall be of good, quality workmanship. Contractor shall pay when due all claims for labor or materials furnished or alleged to have been furnished in connection with the development of the Customer Centric Technology. Contractor shall keep the Customer Centric Technology and any interest therein, free and clear of all liens, encumbrances, or other claims. Without limiting the generality of the foregoing, Contractor shall indemnify, defend, protect, and hold City and the Customer Centric Technology harmless against any claims arising from any work performed on behalf of Contractor and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. In the event that Contractor does not, within thirty (30) days following the assertion any claim cause such claim to be released, City shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon twenty (20) days' prior written notice to Contractor, the same to be released by such means as it shall deem proper, including payment in satisfaction of any claim. All such sums paid by City and all expenses incurred by it in connection therewith (including, without limitation, attorneys' fees) shall be deducted from any compensation payable by City to Contractor.

3.5 Assessments for Delays or Failure to Deliver. Contractor acknowledges and agrees that the Customer Centric Technology will be a critical instrument to, inter alia, explore and develop new market opportunities, increase ridership, and generate additional revenue for City, and any delay on the development and operation of the Customer Centric Technology will result in loss of revenue for City. Accordingly, any delay or failure by Contractor to timely develop and implement the Customer Centric Technology shall result in Failure to Perform Deductions in accordance with the schedule set forth in the Failure to Perform Deductions Plan. Such schedule will identify specific milestones or incremental development stage and the deliverable date for each stage, and the corresponding Failure to Perform Deductions amounts that will be assessed in the event Contractor fails to meet the scheduled timeline. The

assessment or acceptance of payment for such Failure to Perform Deductions shall not constitute a waiver nor prevent the exercise of any other rights or remedies by City for such nonperformance by Contractor. Contractor acknowledges that such Failure to Perform Deductions are a reasonable compensation adjustment as a result of such nonperformance by Contractor and are fair and reasonable under the circumstances.

3.6 Compliance Requirement; Access for Persons with Disabilities; Protection of Privacy and Information. At all times, the Customer Centric Technology shall comply with the Applicable Laws, including the ADA Laws (which includes the WCAG) and Privacy Laws, the Airport rules and regulations, and the LAWA Information Security Requirements attached hereto as Exhibit J. Contractor shall provide specific plans for regular review of the Customer Centric Technology for compliance and propose necessary updates. Any update required by Contractor's failure to comply with the Applicable Laws shall be Contractor's sole responsibility without right of reimbursement from City. However, any update required by change in the Applicable Laws shall be subject to reimbursement by City. Contractor's request for such reimbursement of cost related to the update shall be supported by documentation satisfactory to the CEO, including but not limited to, the reasons for update, scope of update, and itemized costs related to the update.

3.7 City's Rights to the Customer Centric Technology. The Customer Centric Technology, including all its components, shall be "Work Products" (as defined in Section 8.1.1) and shall be subject to the provisions of Section 8 of this Agreement. Without limiting the generality of Section 8 and specifically, Contractor shall ensure that City has exclusive right, title, and interest, including all Intellectual Property (as defined in Section 8.7) in and to the Customer Centric Technology and all components thereof. Contractor hereby assigns and would cause others to assign to City all right, title, and interest in the Customer Centric Technology and agrees to cooperate in filing all papers to perfect City's rights in Customer Centric Technology. To the extent that the Customer Centric Technology incorporates or requires use of certain pre-existing intellectual property owned by Contractor or a third party ("**Licensed Materials**") as listed exclusively in Exhibit K, (which may be revised by mutual consent of the Parties). As used herein, the term "pre-existing" intellectual property means any materials that are not specifically prepared for City pursuant to this Agreement. Contractor shall grant or procure for City a license to use the Licensed Materials as stipulated under Section 8.4.

3.8 Service and Market Development Plans and Other Services. It being the intent of the Parties that with the development of the Customer Centric Technology, the Parties will have an immense amount of continuously updated data and capabilities to periodically assess the FlyAway Bus Service (including the fares, routes, and schedule), customer demands, and new market opportunities to increase ridership and revenue, Contractor shall prepare and operate pursuant to the plans described in Sections 3.8.1 through 3.8.3, which will be incorporated and made part of the Business Operations Plan. Each plan will include description of the proposed programs, specific implementation process, timeline, financial model, and budget (which, if approved, will be incorporated in the Approved Annual Budget). Moreover, pursuant to the terms and conditions of Section 2.7, each plan shall be updated annually, along with other parts of the Business Operations Plan, and shall be subject to the approval of the CEO.

3.8.1 Fare Analysis and Program Development. Contractor shall prepare a plan analyzing the fares then in effect and propose plans for development of new fare options (“**Fare Analysis and Program Development Plan**”), which may include, without limitations, monthly subscription or bulk trip purchase options, peak and off-peak pricing, yield based pricing, fare classes (individual, group, family, and/or other categories), customer loyalty program, and advanced purchase discounts. Approximately half way between the Business Operations Plan annual updates, Contractor shall evaluate the fare options and plans initiated during the preceding months and propose any revisions to the fare structure or pricing model as may be necessary to achieve the intended goal. Fares and any programs that affect the fares are subject to the CEO’s approval (and if necessary, the approval of the Board). For the avoidance of any doubt, Contractor is absolutely prohibited from changing the fares approved and set by City, and Contractor may not collect any fees in addition to the fares set by City.

3.8.2 Customer Insights and Digital Marketing. Contractor shall collect, aggregate, and analyze data collected from the Customer Centric Technology (including the Performance Monitoring Dashboard) on customer experience with the FlyAway Bus Service, general brand awareness, and the market demand, and propose a specific plan (“**Customer Insights and Digital Marketing Plan**”) to improve the customer experience, brand loyalty, and ridership. Such Customer Insights and Digital Marketing Plan may propose targeted digital marketing, partnership with third parties (e.g., TSA Pre-Check, CLEAR, and airlines) to develop and implement incentive programs for the FlyAway Bus Service, seasonal or event promotions, and social media marketing.

3.8.3 Service Analytics and New Market Development. Contractor shall propose plans and procedures to analyze the customer experience and market demand, develop new markets, and optimize the FlyAway Bus Service (“**Service Analytics and New Market Development Plan**”). The Service Analytics and New Market Development Plan will provide, among other things, plans, procedures, and minimum standards for the (“**New Market Development Proposals**”) to implement and optimize fixed-route operations, provide on-demand services, and other transportation modes to specific, fixed locations (or in the case of Microtransit, a defined area) in the Southern California to be serviced under the FlyAway brand name. Contractor shall provide City at least one (1) New Market Development Proposal each Year, at the time of Business Operations Plan update, and as may be required by City from time to time. The New Market Development Proposals shall include financial analysis, procedures, cost information, descriptions, and such other information as City may require. The New Market Development Proposals are subject to the CEO’s approval in his or her sole discretion.

3.8.4 Right to Grant Contract. City reserves its right to solicit a competitive procurement for the delivery and operation of the new services contemplated or proposed under this Section 3.8 and grant contracts for such services to a third party other than Contractor, provided that such new services do not substantially interfere with Contractor’s performance under this Agreement. Prior to City’s grant of any contract to a third party, City will provide a written notice not less than thirty (30) days in advance and if requested by Contractor, City and Contractor will engage in a good faith meet and confer to discuss Contractor’s qualifications for and capability to undertake such additional contract. In the event that Contractor is granted such contract for operation of new services, the Scope of Services and the Approved Annual Budget

shall be amended, subject to the CEO's approval. Nothing herein shall preclude or limit City's rights and obligations for the service procurement process provided or required under any Applicable Laws.

Section 4. Management and Operation of Fixed-Route FlyAway Bus Service

4.1 Fixed Routes; Services in General. Contractor shall operate and provide fixed-route shuttle bus service at the Airport, to and from each of the Van Nuys Bus Terminal and Union Station Bus Terminal. In connection with such service, Contractor shall also be responsible for, among other things, selling tickets and collecting revenues, staffing the operation, procuring, deploying, and maintaining an adequate vehicle fleet to meet scheduled trips, and ensuring customer safety. The operation and maintenance of the FlyAway Bus Service shall be performed in accordance with the terms and conditions of the Agreement, Scope of Services, and Business Operations Plan.

4.1.1 Route Modification. In the event that City elects to modify or add to the fixed routes to Van Nuys Bus Terminal or Union Station Bus Terminal ("**Route Modification**"), City will give a reasonable written notice not less than thirty (30) days of such change and the effective date of the Route Modification. The Scope of Services and Business Operations Plan will be amended to reflect such Route Modification. Further, the Approved Annual Budget will be evaluated and, if necessary, amended to reflect any changes to Contractor's operating expenses, subject to the CEO's reasonable discretion.

4.2 FlyAway Bus Service Operation Schedule. Contractor shall operate the FlyAway Bus Service in accordance with the Service Operation Schedule and Trips attached hereto as Exhibit L. Contractor shall strictly adhere to and comply with the Service Operation Schedule and Trips and shall ensure that Trips are on time and proper and uniform bus service headways are maintained. After the first Year, following the Commencement Date, the Service Operation Schedule and Trips is subject to change at the discretion of City, and Contractor shall modify, add, and delete Trips as City may require from time to time. Moreover, Contractor may propose any variations to the Service Operation Schedule and Trips in the Business Operations Plan, including, but not limited to, increasing number of Trips, changing the scheduled Trip time, and providing for Supplemental Trips (as defined in Section 6.4.2) for holidays and other peak travel periods. Such proposal shall be subject to the CEO's review and approval, which may not be unreasonably withheld, delayed, or conditioned. Contractor shall not unilaterally modify the Service Operation Schedule and Trips unless the modification is approved by the CEO. The Business Operations Plan will be amended, if necessary, to reflect any modification of the Service Operation Schedule and Trips, and the Approved Annual Budget will be evaluated and, if necessary, amended to reflect any damages to Contractor's operating expenses and compensation payable under this Agreement. However, any change in the number of Trips shall not increase the per-Trip cost payable to Contractor. As used herein, a "**Trip**" is defined as each one-way, completed trip in each direction between the Airport and a FlyAway Bus Terminal.

4.3 Contractor Provided Fleets; Maintenance. Contractor shall procure and maintain an approved number of vehicles ("**FlyAway Buses**") and all other equipment, machinery, and appliances necessary or desirable to effectively and efficiently operate the FlyAway Bus Service

in accordance with the terms and conditions of this Agreement, the Scope of Services, and the Business Operations Plan.

4.3.1 Maintenance and Repair of FlyAway Buses. Contractor shall be solely responsible for maintaining, servicing, repairing, towing, fueling, cleaning, washing, fumigating, and disinfecting all FlyAway Buses and other vehicles, equipment, machinery, appliances, fixtures, and facilities used or employed in operation of the FlyAway Bus Service to ensure good operating, safe vehicle conditions for FlyAway passengers. All such maintenance, repairs, and other services shall be performed in accordance with the standards, procedures, and schedule set forth in the Business Operations Plan and in accordance with the Applicable Laws and the industry standard. All FlyAway Buses and other vehicles shall be maintained in good mechanical condition and appearance and shall have up-to-date equipment. Moreover, Contractor is solely responsible for providing adequate replacement vehicles while the FlyAway Buses are under repair or out-of-service. Contractor may contract with a subcontractor to provide the services under this Section 4.3.1.

4.3.2 Inspection. City shall have the right to inspect any FlyAway Buses, Contractor's equipment and other facilities to ensure quality and safety of FlyAway Bus Service and compliance with the Business and Operations Plan, including but not limited to, the maintenance and cleaning requirements specified therein. City will give an advance notice of not less than 24 hours, and Contractor shall promptly coordinate and submit to City's inspection. Any FlyAway Bus determined by City to have defects that may reduce the quality of customer experience or pose a threat to health and safety of the patrons or the general public shall be immediately removed from service and replaced with another FlyAway Bus in compliance. The nature of such defects requiring the removal of any FlyAway Bus from service will be itemized in the Business Operations Plan.

4.3.3 City Provided Vehicles. Notwithstanding Contractor's obligations to procure and maintain its own fleet of FlyAway Buses, in the event that City, in its discretion and after the first Year, provides additional vehicles (including electric or other zero emissions vehicles) for sustainability initiatives to reduce any environmental impact from the FlyAway Bus Service, Contractor shall cooperate with such efforts and integrate in the FlyAway Bus Service any additional vehicles that City may provide. Moreover, Contractor shall insure and maintain such additional vehicles in the manner consistent with other FlyAway Buses. Upon introduction of any City provided vehicles in the fleet servicing the FlyAway Bus Service, the Business Operations Plan will be amended, and Approved Annual Budget will be evaluated and, if necessary, amended to reflect such additional vehicles.

4.3.4 No Other Use. Use of vehicles other than FlyAway Buses for operation of the FlyAway Bus Service is prohibited, unless authorized in writing by City.

4.3.5 Record Keeping. Contractor shall keep record of all FlyAway Buses. Such record may include, without limitations, (a) inventory of all vehicles in service, the type of fuel for such vehicles, and technology used, (b) vehicle registrations including vehicle type, make, model, year, horsepower rating, mileage, and vehicle identification number, (c) logs of all fuel used and monthly fuel usage reports, (d) certified laboratory results confirming the blend,

quality, and quantity of the alternative fuel used, and (e) such other information as provided in the Business Operations Plan or as may be required by City. Such record shall be subject to terms and conditions of Section 7 and shall be submitted annually or as requested by City.

4.4 Contractor's Maintenance Facilities. On the Commencement Date and throughout the Term of this Agreement, Contractor shall provide and keep a maintenance facility (collectively, "**Contractor's Maintenance Facility**") of adequate size and with proper equipment for maintaining, servicing, repairing, storing, fueling, cleaning, washing, fumigating, and disinfecting all FlyAway Buses and supplemental and support vehicles. The Contractor's Maintenance Facility must be located within a reasonable distance from the Airport (not more than 10 mile radius thereof) and/or the Stations in order for Contractor to promptly respond to breakdowns, passenger overloads, and other interruptions to the FlyAway Bus Service. The Contractor's Maintenance Facility shall comply with all Applicable Laws and industry standards, including but not limited to, those related to storing, cleaning, servicing, repairing, and fueling vehicles and those governing handling, storage, and disposal of any hazardous substances. Contractor is strictly prohibited from performing any vehicle maintenance, repair, or service at any Station or the Airport.

4.4.1 Inspection. City reserves the right to inspect the Contractor's Maintenance Facility upon a 24 hours' advance notice for compliance with Applicable Laws and industry standards. Such inspection may include, but not limited to, tools, diagnostic equipment, mechanic competency, and fleet management practices and records.

4.5 Metro TAP Integration and Equipment. Contractor shall incorporate Metro's Transit Access Pass ("**TAP**") program to ensure that passengers can use their TAP account to purchase FlyAway Bus fares and Contractor shall honor TAP cards as a form of payment for the FlyAway Bus fares. City may require Contractor to, or permit City or an authorized third party to, purchase, install, maintain, and operate the TAP readers (e.g., Bus Mobile Validators) and related equipment (collectively, "**TAP Equipment**") on the FlyAway Buses to accept and process fares, and Contractor shall cooperate with City. City will provide not less than thirty (30) days' written notice to Contractor prior to the scheduled installation of TAP Equipment on the FlyAway Buses. Contractor acknowledges Contractor holds no right, title, and interest in the TAP Equipment, and City shall have the right to remove or replace the TAP Equipment at any time in its sole and absolute discretion.

4.6 Temporary Buses. Notwithstanding anything to the contrary in this Agreement and subject to prior approval by the CEO, during the initial one hundred and eighty (180) days of the Term of the Agreement, unless otherwise extended by the CEO in his or her sole discretion, Contractor may deploy temporary buses ("**Temporary FlyAway Buses**") that do not meet specifications described in the Business Operations Plan; provided however, Temporary FlyAway Buses shall comply with all Applicable Laws, including but not limited to the ADA Laws.

4.7 Gratuities for Baggage Handling. Gratuities for baggage handling may be accepted only by Contractor's porters and drivers only when serving as porters, but under no circumstances are porters or other personnel to solicit gratuities or imply in any manner that tips

are required from passengers. Contractor is responsible for ensuring that all personnel refrain from such prohibited solicitation. Tipping by a passenger is strictly on a voluntary basis.

4.8 California Highway Patrol Inspection. Contractor shall be responsible for complying with all requirements of the U.S. Dept. of Transportation and California Highway Patrol (CHP) and such other inspections that may be required by any Applicable Laws. Upon completion of such inspection, Contractor shall provide copies of all terminal and vehicle inspection reports to City within three (3) days of receipt. Contractor shall immediately notify City when a CHP or other regulatory inspection is scheduled. Unscheduled CHP inspections shall be immediately reported to City. Contractor is responsible, without a right of reimbursement therefor, for the cost of repairs incurred, including labor and materials, due to failure of individual FlyAway Buses to pass CHP inspection or other inspections required by Applicable Laws.

4.9 Other Activities Prohibited. Contractor shall not engage in, or permit any Contractor Party or third parties to engage in, the business of selling goods or services of any kind on or at the FlyAway Buses, FlyAway Bus Terminals, or other Facilities (including websites and mobile applications) that is not expressly authorized under this Agreement without the prior written consent of City, which may be withheld in its sole discretion. Except as provided in the Scope of Services or the Business Operations Plan, or otherwise permitted by City, Contractor shall not install, maintain, operate, or permit anyone to install, maintain, operate, any vending machine or device designed to dispense or sell food, beverages, tobacco products or merchandise of any kind.

Section 5. Revenue Control; Collection of Gross Revenue

5.1 Revenue Control; Collection of Gross Revenue. Contractor shall be fully and solely responsible for the collection, safekeeping, and deposit of all Gross Revenue (as defined below) collected from patrons and users of the FlyAway Bus Service. Contractor shall charge and collect from all persons utilizing the FlyAway Bus Service the applicable fares and charges established by City (from time to time) for such use. Contractor shall not add additional fees above the amounts established by City. All Gross Revenue received by Contractor from the operation of the FlyAway Bus Service is and shall become, immediately upon the collection and receipt thereof, the property of City. Contractor shall have no economic interest in the Gross Revenue and shall hold the Gross Revenue in trust for the benefit of City. The term “**Gross Revenue**” means all fares, charges, fees, and other revenues collected or received by Contractor (or its subcontractors) of every kind and character (including, without limitation, payment by cash, check, credit or debit card, or other electronic transfer) involving payment for any service provided in connection with the FlyAway Bus Service. Contractor shall timely provide to City the Gross Revenue reports in the form and according to the schedule described in the Business Operations Plan or elsewhere in this Agreement. All such reports relating to the collection of Gross Revenue shall be accurate and complete in all respects. The CEO shall have the right to reasonably change or modify such reporting requirements from time to time in his or her sole and absolute discretion.

5.2 Deposit of Gross Revenue. Contractor shall deposit the Gross Revenue weekly into City's bank account designated by City. The arrangements for said weekly deposit, shall be in accordance with the procedure satisfactory to City. Said deposits shall be to the credit of the Treasurer of the City of Los Angeles. Contractor covenants and promises to be responsible for ensuring that all Gross Revenue are properly and fully deposited at City's designated bank and properly credited to City's account. Contractor shall maintain at all times verification procedures satisfactory to City which will reflect that City's accounts have been credited weekly with the proper amounts of Gross Revenue. Such system shall include, but not be limited to, a weekly comparison of initial deposit slips with verified deposit slips returned from the bank, weekly credit cards receipt summaries, and applicable revenue control system and collection reports. Contractor's accounting for Gross Revenue shall include the cashier shift audit ticket total and sales/transaction shift report from automated payment systems for each payment facility for every shift, adjusted for under-rings and over-rings as documented. Overages shall be included as part of the Gross Revenue. In the event that the bank credits City with more or less than the deposited amount as indicated on the deposit slips, Contractor shall maintain a record of the weekly cash overages (bank credit memos) and shortages (bank debit memos) and notify City weekly. If the cumulative total of shortages (bank debit memos) during any month of this Agreement exceeds the monthly cumulative total of overages (bank credit memos), such difference shall be deducted from the compensation due Contractor for that month. All credit card transaction sales and electronic payments are considered Gross Revenue and shall be deposited into City's bank account weekly. Subject to provisions of Section 5.2.2, any credit card or electronic payment disputes or debits shall be the financial responsibility of Contractor. Contractor shall not deposit Gross Revenue (or any portion thereof) into Contractor's own account, use the collected Gross Revenue to pay for expenses or for any other purpose except to immediately transfer the funds to City. All Gross Revenue collected by Contractor shall be remitted to City, without any deduction whatsoever. Contractor shall not have any offset rights against, or ownership interest in, the Gross Revenue. All Gross Revenue collected by Contractor is collected by Contractor solely as exclusive agent and/or trustee for City.

5.2.1 Credit and Debit Card Processing. Contractor shall perform the functions and responsibilities as the "Merchant of Record" for the processing of all debit and credit card transactions for patrons of the FlyAway Bus Service. Unless otherwise directed by City, Contractor shall provide and maintain the credit and debit card processing system equipment and contract with reputable credit and debit card processor for the provision of credit and debit card processing services, including contactless and mobile payment services (e.g., ApplePay and Google Pay). Within the time and in the manner described in the Scope of Services and Business Operations Plan, Contractor shall install and operate under P2PE (point-to-point encryption) with respect to all credit and debit card processing system equipment servicing the FlyAway Bus Service. Credit and debit cards shall be accepted for all FlyAway Bus Service and related products and facilities, including, without limitation, the reservation system and payment terminals and kiosks. Except as otherwise approved by the CEO in writing, Contractor shall accept the use of Visa, Master Card, Discover and American Express credit cards and Explore, Interlink and Star debit cards for payment of any fares or other compensation for the FlyAway Bus Service provided by Contractor. Additional credit and/or debit cards may be authorized or required by the CEO from time to time. The CEO may restrict or prohibit any or all credit and/or debit cards as a method of payment upon prior written notice to Contractor. Contractor shall be

responsible for operation of the credit and debit card processing system in accordance with the operating procedures and directives as established or provided by the CEO from time to time. Contractor shall be responsible for any losses incurred by City as the result of Contractor's (including Contractor's personnel and subcontractors) failure to comply with such operating procedures and directives or the provisions of this Agreement regarding the collection of fees and other charges. Any monies collected by Contractor as the Merchant of Record shall be solely for the benefit of City and all collections by Contractor as Merchant of Record shall be promptly remitted to City's bank account specified in Section 5.2.1 hereof.

5.2.2 Credit Card Chargeback. In the event a transaction processed through Contractor's credit card terminals, processing equipment or platform is disputed ("Chargeback") by the cardholder or issuing bank ("Chargeback Claimant"), upon notification of such Chargeback, Contractor shall promptly investigate and resolve the dispute. Any Chargeback amount shall be Contractor's responsibility and shall be deducted from any compensation payable to Contractor; provided, however, if Contractor's credit card processor determines in writing that the Chargeback was caused by fraud or willful misconduct of a third-party other than Contractor or any Contractor Parties and such fraud or willful misconduct was outside Contractor's reasonable control, Contractor will not be liable or financially responsible for any reimbursement issued for Chargeback. Contractor shall remit proof of any reimbursement for Chargeback, together with supporting documents evidencing that such Chargeback was caused by fraud or willful misconduct of a third-party, outside Contractor's reasonable control.

5.2.3 TAP Card. Contractor shall not be obligated to collect, account for, or reconcile fares paid by TAP card and processed by the TAP Equipment. However, Contractor shall report on the number of such TAP transactions and the date of each TAP transaction

5.3 Failure to Deposit Gross Revenue. In the event that Contractor fails to deposit any Gross Revenue when due, and such failure continues for seven (7) days, Contractor shall be charged an interest on the amount that Contractor fails to deposit at the rate of ten percent (10%) per annum from the date that the deposit is due.

5.4 Monthly Reconciliations. In addition to the weekly Gross Revenue deposit reports, Contractor shall submit a monthly reconciliation in writing, in a form acceptable to the CEO, of tickets sold, fares received, and any other information City may require. Such reconciliation report shall be transmitted to City on or before the tenth (10th) day of each month and a duly authorized principal financial officer shall certify in writing in a form acceptable to the CEO that Contractor has remitted to City all fares for all tickets and other services sold during the preceding month. If the amount of the total fares remitted to City is less than the value of the tickets and other services sold, less any chargebacks, disputes or any deductions approved by City and not including the tickets processed using the TAP Equipment, for the month being reconciled, Contractor shall remit the full amount of such shortfall within fifteen (15) days of Contractor's reconciliation. Contractor shall remit a written explanation for any chargebacks, disputes, or deductions, together with the status of payment of same. Nothing herein shall be construed as City's waiver as to any amount subject to chargebacks, dispute, or

deduction. Upon resolution of such chargebacks, disputes, or deductions, Contractor shall promptly remit payment for same.

5.5 Contractor is Responsible for Undercharges and Counterfeit Currency.

Contractor shall assume all responsibility for losses of revenue to City as a result of cashiers' or other personnel charging patrons less than the amount due (e.g., as determined by the established ticket fare rate) and the appropriate rate structure, or as the result of undercharges or shortages caused by the failure to properly operate or maintain the customer interface or ticketing system (including, without limitation, ticketing machines, automated payment systems, virtual ticket processing, and reservation systems). City shall have the right to prepare and submit to Contractor on a monthly basis a list of such undercharge transactions and deduct such undercharges from the compensation otherwise due Contractor. In every case where the difference between the actual amount charged and the corrected computation exceeds the applicable rate for the service provided to patrons, the entire amount of the undercharge shall be deducted from the compensation otherwise payable to Contractor.

5.6 Changes to Procedures; Failure to Follow Procedures. Contractor shall be responsible for the implementation of any additional procedures authorized or directed by City pertaining to the collection of fees or other charges. Any additional procedures will be provided in the Business Operations Plan, and to the extent that such additional procedures may affect Contractor's operating cost, the Approved Annual Budget will be evaluated and, if necessary, amended to reflect such increased operating cost. Contractor shall be responsible for any losses as a result of its failure to follow established procedures as determined by the CEO. City may impose Failure to Perform Deductions or other assessments for Contractor's infractions that result in loss of revenue, City staff time for research and verification of customers' complaints, or undermining the integrity of the customer interface operations or related systems.

Section 6. Contractor's Compensation

6.1 Compensation. Except as expressly provided in this Agreement, as the total compensation for the provision of the Services and the performance of Contractor's obligations under this Agreement, City shall pay to Contractor during the Term an amount equal to: (1) the Monthly Operations Management Fee as provided in Section 6.3; (2) the Trip Fee as provided in Section 6.4; (3) the Monthly Technology Management Fee as provided in Section 6.5; (4) the Education and Ridership Initiatives as provided for in Section 6.6; and (5) the Approved Pass-Thru Costs as provided in Section 6.7; provided that such compensation are duly accounted for and approved in the Approved Annual Budget (as provided in Section 6.2). Except for the compensations provided in the immediately foregoing sentence and as expressly authorized in this Agreement, any and all costs and expenses incurred by Contractor arising out of or in connection with the performance under this Agreement shall be borne by Contractor without right of reimbursement or other compensation by City. Contractor represents and acknowledges to City that (i) the compensation payable to Contractor for the performance of Contractor's obligations under this Agreement is solely as provided in this Agreement and there is no warranty or assurance of additional compensation except as provided in this Agreement, and (ii) Contractor shall perform Contractor's obligations under this Agreement for the stated

compensation payable to Contractor regardless of any anticipated or unanticipated increases in Contractor's costs of doing so, except as may be expressly set forth in this Agreement.

6.2 Annual Budget. Contractor shall prepare and submit for City's review and approval a proposed annual budget (detailed by line item and by month) in form and content satisfactory to City for each Year for the Services to be provided pursuant to this Agreement. The annual budget shall reflect operations in accordance with the Scope of Services and the Business Operations Plan. Such annual budget shall be subject to the approval of the CEO on behalf of City, in his or her sole discretion, and shall be subject to amendment or modification from time to time and at any time by City, as determined by the CEO (in his or her sole discretion), if City determines that there have been changes to the Services or in the circumstances under which they are performed by Contractor warranting such amendment or modification. All approvals, amendments and/or modification to the annual budget by City shall be in writing by City and shall be binding on Contractor. Such annual budget as approved by City (including any subsequent amendments or modifications thereto required or approved by City) are referred to in this Agreement as the "**Approved Annual Budget**". Promptly following the execution of this Agreement, Contractor shall prepare and submit to City its proposed annual budget for the initial Year of the Term ("**Initial Annual Budget**"). Notwithstanding the execution of this Agreement, and as a condition to the effectiveness of this Agreement for the benefit of City, the CEO shall have, prior to the Commencement Date, approved the Initial Annual Budget in a form and content satisfactory to the CEO in his or her sole and absolute discretion. For subsequent Years, Contractor shall prepare and submit to City its proposed annual budget not later than sixty (60) days prior to the commencement of such Year. Unless otherwise expressly provided, as used in this Agreement, the "Approved Annual Budget" includes the "Initial Budget."

6.2.1 Contractor's Preparation and Management of Annual Budget. In connection with the Approved Annual Budget, Contractor covenants as follows: (a) Contractor's development of the proposed annual budget will include Contractor's entire team, including subcontractors (the extent of subcontractor participation will be dependent upon anticipated activity during the applicable budget period); (b) all proposed annual budgets will be comprehensive and well designed, proposed increases and decreases will be identified and well supported, and proposed investments in technology and infrastructure will include business impacts; (c) all proposed annual budgets will reflect Contractor's commitment to continuous improvement, integration of new technologies, and adjustments to the operating environment; and (d) Contractor's management of the Approved Annual Budget will be continuous and thorough, including, without limitation, all subcontractor activities, and budget performance evaluation will be conducted on a continuous basis and not less frequently than monthly.

6.2.2 Books and Records on Staffing. In preparation of an annual budget for the second Year and each subsequent Year during the Term, Contractor shall submit to City actual staff hours worked in the immediately preceding Year and cost and expenses related thereto. From time to time, City may require Contractor to submit payroll records that can substantiate the number of hours worked by staff. The Parties acknowledge and agree that the hourly billing rates and annual salaries shall be set forth in the Business Operations Plan and constitute the maximum compensation that Contractor is entitled to receive under this Agreement in

connection with such staffing and personnel, and are inclusive of (without limitation) wages, employee benefits, health insurance, worker's compensation insurance, payroll taxes, payroll processing fees, uniforms, employee parking costs, and any other expenses related to the provision of such staffing and personnel, regardless of the actual expenses incurred by Contractor in connection therewith. There will be no changes to such maximum hourly billing rates and annual salaries, unless otherwise agreed in writing by the CEO on behalf of City.

6.2.3 Categorical Identification of Fees. Contractor shall have the duty and obligation to clearly delineate and categorically identify fees payable under the Monthly Operations Management Fee and Trip Fee so that compensation covered under one category will not be also covered under the other category. As such, Contractor shall identify the employees necessary for the general management and administration of the Services and itemized overhead costs, which will be payable under the Monthly Operations Management Fee. Similarly, Contractor shall identify, by individual names or class (as City may require), the staff, whose wages (and other expenses covered under the applicable billing rates) will be covered with the Trip Fee. Contractor shall also provide City with such information necessary or desirable to verify that there is no duplicate compensation.

6.2.4 Changes to Living Wage Ordinance. In the event that, subsequent to the Execution Date, (a) either (i) the City of Los Angeles Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.) is amended to increase either the applicable wage under Code Section 10.37.2(a)(2) or the minimum health care benefit contribution under Code Section 10.37.3(a) as applicable to the Airport or (ii) the City of Los Angeles enacts a new ordinance the effect of which is to increase either the applicable wage under Code Section 10.37.2(a)(2) (in effect as of the Execution Date) or the minimum health care benefit contribution under Code Section 10.37.3(a) as applicable to the Airport (in effect as of the Execution Date) and (b) as a result thereof Contractor is required to incur corresponding increases in the applicable wage and/or health care benefit contribution payable to Contractor's hourly (non-salaried) staff providing services pursuant to this Agreement, then City agrees to adjust the applicable fee set forth in the Approved Annual Budget by a corresponding amount with respect to such hourly (non-salaried) personnel of Contractor receiving such required increase in wage and/or minimum health care benefit contribution pursuant to such amended or newly enacted ordinance.

6.3 Monthly Operations Management Fee. During the Term of this Agreement, City shall pay to Contractor a fixed monthly management fee ("**Monthly Operations Management Fee**") in the amount provided in the Approved Annual Budget. Contractor acknowledges that the Monthly Operations Management Fee is inclusive of and constitutes the full and final compensation for Contractor's costs and expenses related to the general management and administration of the Services, overhead costs, and such other expenses reasonably necessary or related to the Services but are not immediately captured under the Trip Fee or Approved Pass-Thru Costs. The Parties agree that the Monthly Operations Management Fee is a fair and adequate inducement and compensation for Contractor to perform the Services and undertake the obligations under this Agreement.

6.4 Trip Fee. Each month during the Term, City shall pay to Contractor a “**Trip Fee**” for the total scheduled Trips and approved Supplemental Trips (defined in Section 6.4.2 below) actually completed in the immediately preceding month, which is an amount equal to the total number of completed Trips and Supplemental Trips in that month, multiplied by the Trip Rate (as provided in Section 6.4.1 below) then in effect; provided, however, the number of Trips and Supplemental Trips for such month shall not exceed the number of Trips and Supplemental Trips authorized in the Business Operations Plan and/or Approved Annual Budget, or otherwise authorized in writing by the CEO. No Trip Fee or other compensation shall be paid to Contractor for the performance of any Trips or Supplemental Trips in excess of the authorized number of Trips and Supplemental Trips.

6.4.1 Trip Rate. The “**Trip Rate**” means the cost of each Trip that Contractor will actually and directly incur in servicing said Trip as such cost is stated in the Approved Annual Budget. The Trip Rate includes the costs and expenses actually and directly related to operation of the FlyAway Buses necessary to service the scheduled Trips and approved Supplemental Trips, as such costs and expenses are itemized in the Business Operations Plan and/or any supporting documents, including a fee chart or summary. Such itemized costs will be comprised of and include: (i) the wages, benefits, payroll taxes, and other overhead expenses, collectively represented by the billing rates, related to drivers, dispatchers, baggage handlers, cleaning staff, and fuel station staff (but not the managerial staff), (ii) the cost of purchasing or leasing FlyAway Buses, (iii) cost of improvements, equipment, appliances, technological features (e.g., hardware and software costs) for the FlyAway Buses, (iv) cost of auto insurance, (v) cost of maintenance, repair, and service of the FlyAway Buses, and (vi) cost of storing and staging FlyAway Buses. The Trip Rate is subject to the CEO’s approval and if required, the approval of the Board.

6.4.2 Supplemental Trips. In the event that passenger demand exceeds the bus capacity for a scheduled Trip and Contractor is required to provide a Supplemental Trip, Contractor shall provide such service and, if approved, such Supplemental Trip will be compensated at the regular Trip Rate. The Supplemental Trips and compensation for the same are subject to the CEO’s reasonable approval. “**Supplemental Trips**” means unpublished, on-demand one-way trips between the Airport and FlyAway Bus Terminals, which are required from time to time when passenger demand exceeds bus capacity for a scheduled Trip.

6.4.3 Trip Record. Contractor shall keep detailed record of each Trip and Supplemental Trip and submit same to City together with the Monthly Statement (as provided in Section 6.9), which information will include, without limitation, date and time, destination, number of passengers, and such additional information that the CEO may request. For each Supplemental Trip, Contractor shall provide the reasons and supporting documents for providing the Supplemental Trip.

6.5 Monthly Technology Management Fee. During the Term of this Agreement, City shall pay to Contractor a fixed monthly technology operations and maintenance fee (“**Monthly Technology Management Fee**”) in the amount provided in the Approved Annual Budget. Contractor acknowledges that the Monthly Technology Management Fee is inclusive of and constitutes the full and final compensation for Contractor’s costs and expenses related to

recurring expenses, such as data hosting and warehousing, security, maintenance, performance monitoring, maintenance and operation of 24-hour critical response portal, system updates, and integration with third-party programs and platforms (e.g. Metro Tap Equipment).

6.6 Approved Educational and Ridership Initiatives. During the Term of this Agreement, City shall pay to Contractor Educational and Ridership Initiatives in the amount provided in the Approved Annual Budget. The nature, scope, and schedule of the expenditure of the Educational and Ridership Initiatives amount shall be defined in the Business Operations Plan and shall be updated annually. Contractor acknowledges that the Educational and Ridership Initiatives is inclusive of and constitutes the full and final compensation for Contractor's costs and expenses related to the approved Educational and Ridership Initiatives.

6.7 Approved Pass-Thru Costs. For purposes of this Agreement, the term "**Approved Pass-Thru Costs**" means only those actual, and direct pass-through costs incurred by Contractor (without mark-up) in the performance of the Services or any other rights and obligations under this Agreement, which costs are provided in the Approved Annual Budget or have been approved by the CEO in writing and do not exceed the approved amount. Examples of Approved Pass-Thru Costs include the actual cost of fuel for in-service vehicles and credit card transaction fees.

6.7.1 Approved Pass-Thru Costs Relating to Fuel Reimbursement. City will reimburse Contractor for actual fuel costs incurred for all bussing services in connection with the operation of the FlyAway Buses for the FlyAway Bus Service. Fuel costs will be based on the U.S. Energy Information Administration diesel fuel cost data for California. Fuel reimbursement will be calculated based on 6.03 miles per gallon and live miles per trip to/from Van Nuys at 23.5 miles and Union Station at 20.2 miles. Contractor will be required to provide detailed back-up documentation each month in a form that shall include a column with formula calculations to depict miles per gallon by vehicle and by route. These fuel usage, vehicle and mileage details shall be submitted to City each month on a spreadsheet form approved by City or electronically through a web-enabled database.

6.7.2 Adjustments for Changes to Scope of Services. If the CEO makes additions, deletions, modifications, or changes to the Scope of Services and/or the Facilities or other City Properties that are not accounted for in the applicable Approved Annual Budget, the CEO shall have the right to make corresponding adjustments to the Approved Pass-Thru Costs in the CEO's reasonable discretion, and in the event of such adjustments, the Approved Annual Budget will be deemed so amended and adjusted. In the event of deletions or reduction of any Services, Contractor shall not be entitled to compensation for work not performed.

6.7.3 Best Pricing. Contractor acknowledges that City's selection of Contractor to perform the Services under this Agreement is in reliance on Contractor's representations and assurances set forth in Contractor's Proposal regarding its ability to provide the best pricing for services, products, and work contemplated under this Agreement, which representations and assurances are hereby incorporated by reference. Without limiting the foregoing, Contractor represents and covenants to City that the costs chargeable as Approved Pass-Thru Costs for services, products, and work under this Agreement shall be as low or lower than those charged

on a current basis by Contractor and its subcontractors (as applicable) to their respective most favored customers for comparable services, products and work in the greater Los Angeles Metropolitan area under similar terms and conditions such as volume of service discounted rates.

6.8 False Claims. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by or to avoid payment to City under the federal and California False Claims Act (31 U.S.C. §§ 3729 et seq.; Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

6.9 Monthly Statement. On or before the tenth (10th) day of each calendar month during the Term, Contractor shall submit to City a certified monthly invoice requesting payment of the compensation payable to Contractor pursuant to this Agreement for the immediately prior month (“**Monthly Statement**”). The Monthly Statement shall be based upon and correlated to the Approved Annual Budget. Each Monthly Statement shall be specifically itemized and shall be in a form and content satisfactory to the CEO. Without limiting the generality of the foregoing sentence, each Monthly Statement shall detail the actual expenses by line item, supported by (a) all documentation (including, without limitation, original invoices or if original invoices are not available, then copies of invoices certified as authentic by the vendor) demonstrating that Contractor has incurred such costs, (b) a variance report comparing the month, year-to-date, and forecasted annual costs to the Approved Annual Budget, (c) narrative explanations and/or justifications for all variances versus the budget, and (d) such other documentation as may be requested by the CEO. Each Monthly Statement shall be signed by Contractor’s principal financial officer (or, subject to the prior approval of the CEO, a designee of such officer) and shall include the following certification: “The undersigned hereby certifies under penalty of perjury that the above bill is correct according to the terms of Agreement No. _____ and that payment has not been received.”

6.10 Compensation Determination; Payment. All calculations and determinations regarding the compensation payable to Contractor are subject to the review and approval of the CEO and the confirmation that the Services and products provided by Contractor are of satisfactory quality and standards required under this Agreement, and City reserves the right to require additional documents supporting any request for payment as City deems necessary. City shall, following approval of each payment request and deduction of any amounts authorized by this Agreement, remit to Contractor the appropriate amount, at the address specified in Section 16.1.2 below. City will remit such appropriate, undisputed amount to Contractor within thirty (30) days following receipt of the applicable Monthly Statement or additional supporting document requested by City. The payment by City of any Monthly Statement (or any invoice submitted thereunder) shall not bind City as to the correctness of the Monthly Statement should City later determine that such Monthly Statement was incorrect. City shall not be required to make payments for Services or products not yet provided or received and may deduct from the compensation otherwise payable to Contractor the corresponding amount relating to such Services or products not provided or received. City shall not be required to make payments for Services or products deemed unsatisfactory by City and may deduct from the compensation otherwise payable to Contractor the corresponding amount relating to such unsatisfactory Services or products. The Parties agree that the CEO shall make the final determination as to

when Contractor's Services or products or any part thereof have been satisfactorily performed or delivered, or whether the Services or products provided to City justify release of any given payment to Contractor under this Agreement. If City notifies Contractor of any disputed item of expense or compensation, Contractor shall, within ten (10) days from receipt of such notice from City, present a written response to the disputed item of expense or compensation. As Contractor's sole and exclusive remedy for any disputed item of expense or compensation, Contractor shall have the right to appeal City's initial decision as to the disputed item of expense or compensation to the supervising Deputy Executive Director or other designee of the CEO (which decision by such designee of the CEO shall be final and binding on Contractor, unless proven to be clearly erroneous).

6.11 Compensation Adjustments. Commencing on the first (1st) Commencement Date Anniversary and every Commencement Date Anniversary thereafter, the Monthly Operations Management Fee, Monthly Technology Management Fee, and certain portions of the Trip Rate shall be subject to adjustment according to the percentage increase over the prior year, if any, in the CPI. The applicable fee then in effect (whether the Monthly Operations Management Fee, Monthly Technology Management Fee, and certain portions of the Trip Rate) shall be multiplied by the CPI for the month of March immediately preceding the adjustment date ("**Adjustment Index**"), divided by the CPI as it stood in the March of the prior year ("**Base Index**"), and the result shall be the adjusted fee effective for the applicable 12-month period, provided, however, the increase in the applicable fee shall not be greater than three percent (3%). The adjustment in the Trip Rate shall not apply to any fixed costs or costs applicable for a term, such as bus leasing or service contract rates. "**Commencement Date Anniversary**" shall mean the anniversary of the date on which the Commencement Date occurs, provided, however, in the event that the Commencement Date occurs on a day other than the first (1st) day of a calendar month, the "Commencement Date Anniversary" shall be the anniversary of the first (1st) day of the calendar month immediately following the day on which the Commencement Date occurs. "**CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor of CPI-U (all urban consumers) for Los Angeles – Long Beach – Anaheim, CA (all items 1982 – 1984 = 100). If the CPI is changed so that the base year differs from that in effect on the DBO, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the CEO).

6.12 No Other Compensation. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED ABOVE IN THIS SECTION 6 AND THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

Section 7. Recordkeeping and Audit

7.1 Books and Records. Contractor and its subcontractors of any tier shall keep accurate and complete books of accounts, records, journals, accounts, documents and other evidence related to Contractor's and its subcontractors' activities relating to this Agreement (collectively, the "**Books and Records**"), including, without limitation, those relating to Gross Revenue collected by Contractor and those relating to charges for Contractor's and its subcontractors' performance of any Services or products, or work in connection with this Agreement.

7.2 Information Requests. Promptly following the CEO's request, Contractor shall, at Contractor's expense, provide to City such information relating to the Books and Records as may be requested by the CEO from time to time (including, without limitation, copies of data, documents and other information in such format (e.g., electronic or written), form and content as may be requested by the CEO), in the CEO's sole discretion. Contractor shall also attend meetings with City staff relating to Contractor's activities under this Agreement on an as-requested basis and provide (in addition to the specific reports described elsewhere in this Agreement) such reports and information as the CEO may request from time to time.

7.3 Review and Audit. City or its accountants or representatives shall, at all reasonable times, have the right to examine and audit Books and Records of Contractor. Such Books and Records shall be maintained by Contractor at its offices in the greater Los Angeles Metropolitan area. Such Books and Records shall be made available by Contractor at its office during normal business hours within two (2) business days from City's request. City's right to access and audit such Books and Records shall survive three (3) years beyond the expiration or earlier termination of this Agreement. Unless otherwise authorized by the CEO in writing, Contractor shall retain all Books and Records and any other information necessary to perform any records review or audit as described in this Agreement during the entire term of this Agreement and for a minimum of three (3) years thereafter. City shall initially bear its own expenses in performing such inspection or audit, and Contractor shall bear its own expenses related to such inspection or audit; provided, however, that in the event that any inspection or audit produces evidence that Contractor has failed to accurately account for Contractor's activities under this Agreement by more than five percent (5%), then Contractor shall be in breach of this Agreement and shall be liable to City for damages, including all costs incurred by City in connection with such inspection or audit (in addition to any and all other remedies City may have in connection with such default). Further, if it is determined by City that there has been a deficiency in the payment of any amount due to City or an overcharge in any amount charged to City under this Agreement, then such deficiency or overcharge shall immediately become due and payable by Contractor to City upon demand by City. Contractor shall cause any and all subcontractors to permit City to similarly inspect and audit the Books and Records of such subcontractors relating to such subcontractors' activities in connection with this Agreement for the same period of time.

7.4 Protection of Information. All data and other information contained in the Books and Records relating to the operation of the Services and performance under this Agreement shall be considered City's confidential and proprietary information. Contractor hereby

acknowledges the confidential and proprietary nature of such data and other information. Contractor shall hold and maintain all such data and other information in the strictest confidence, shall not use any such data or other information for any purpose other than as expressly authorized by City, and shall not disclose any such data or other information to any person or entity without City's prior written consent, except as may be required to perform the Services under this Agreement or as required by law.

Section 8. Proprietary Information; Ownership of Work Products

8.1 Ownership of Work Products, Licenses and Data Delivery.

8.1.1 City's Rights to Work Products. Unless otherwise provided for herein, all Work Products created under this Agreement by Contractor or its subcontractors shall be and remain the exclusive property of City for its use in any manner it deems appropriate. "**Work Products**" means all works, tangible or not, created under this Agreement including, without limitation, trademarks, trade dresses, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, maps, computer programs and databases, Apps and computer modules, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. In avoidance of any doubt, "Work Products" do not include Licensed Materials. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Agreement. Contractor further agrees to, and cause applicable subcontractors to, execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. Notwithstanding the foregoing, the certain intellectual property in the Work Products created under this Agreement, as such intellectual property is specifically listed in Exhibit M, shall be property of Contractor, and Contractor hereby grants City a perpetual, royalty-paid, non-exclusive, transferrable license to the listed property in such exhibit and all derivative works, revisions and improvements thereof.

8.1.2 City's Ownership of Data. City shall own exclusively all tangible property and intellectual property rights in data (1) collected from City or users of the FlyAway Bus Service, (2) derived, revised or modified from pre-existing City data, including airport maps, or (3) generated by Contractor or subcontractors under performance of this Agreement as well as in all data derived or created from such original data (collectively "**DATA**"). The DATA shall include data of all kinds and formats, standard or native, raw or processed or derived, individual or aggregate, discrete or continuous, personally identifiable ("**PII**") or anonymized, as well as metadata. For the purpose of this Agreement, PII is per the more protective and strict version of definition (a) under the California personal privacy laws in effect or (b) that any information which can be used to identify, contact, or locate a natural person, including without limitation, financial information, biometric identifiers, natural person's name, country of origin, passport information, IP address, email address, postal address, telephone number, account numbers, date of birth, driver's license or other government-issued identification card numbers and social security numbers, or any other information that is linked or linkable to an individual. Should City allow Contractor use of any pre-existing data from City in performing this Agreement,

Contractor hereby agrees to protect against third-party possession of such City data, and to use such City data exclusively by Contractor and subcontractors for the sole purpose performance of this Agreement. Nothing in this grant transfers the legal rights and ownership in such City data by City. Contractor may request such other uses as may be expressly authorized by the CEO or provided in the Business Operations Plan.

8.1.3 DATA Access by City. Any time during the term of this Agreement and one (1) month thereafter, City shall have unlimited right to access, possess, examine, or modify the DATA, including without limitation all versions of the DATA with metadata intact. Upon request, Contractor shall promptly transfer (and cause its subcontractors to transfer) the DATA with metadata in the DATA in formats and media specified by City, no later than twenty-four (24) hours from date of request. In all transfers of the DATA to City, irrespective of data type, the DATA shall be at no additional costs to City and in their original format as transferred in a platform-agnostic format, or other format as specified by City.

8.1.4 DATA Exploitation Prohibited. Contractor shall not, and shall contractually prohibit subcontractors to, use in a way inconsistent with this Agreement, sell or otherwise commercially exploit the DATA and City data, including data mining.

8.1.5 Like Provisions in Subcontractor Contracts. All subcontracts entered into by Contractor relating to this Agreement this Agreement, to the extent allowed hereunder, shall include the intellectual property ownership provisions in this Section 8.1 (including its subsections) to contractually bind or otherwise oblige subcontractors performing work under this Agreement such that City's ownership in all Work Products and the DATA, as well as its DATA access rights are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions and remedies allowed by law, including, but not limited to, termination of this Agreement and Contractor's business relationships with City.

(a) In all subcontracts with subcontractors, Contractor shall insert the following express provision "City of Los Angeles is the sole and intended third-party beneficiary of this Agreement, and the rights of the City of Los Angeles survive termination, expiration and cancellation of this agreement." Waiver of this requirement may only be granted with prior written consent by the CEO.

8.2 Data Collection, Use, Storage, and Protection.

8.2.1 Contractor Responsibility. Contractor, including its subcontractors, is solely responsible for collecting, processing, and storing the DATA.

a. Streaming of Data. In addition to Contractor's general obligations set forth in Section 8.1.3 related to, *inter alia*, City's access to the DATA and Contractors' obligation to provide same, Contractor shall stream (or "push") to City in real-time certain DATA or categories of DATA that City may from time to time specify and such DATA will be provided in a format that City may require.

b. Real-time System Health Data. Subject to the specific requirements set forth in the Scope of Services and Business Operations Plan, Contractor shall stream in real-time to City, in a form agreed by the Parties, system health that can identify any failing solution components. Any system failures must be recorded as a ticket in City's IT services management software ticketing system. All tickets shall include identity of problem owners and their contact details. Following any outage or interruption to the production solution, Contractor shall provide to City a root cause analysis of the failure, outage duration, remediation actions and a description of actions and initiatives to ensure similar failures do not occur in the future.

8.2.2 Data Hosting. Under no circumstances may data of any kind be held, stored, received, processed, or used by Contractor and/or subcontractors in any server, Computer System or office locations outside any state of the United States. "**Computer System**" is defined as equipment and devices that perform computing functions including without limitation those of servers, applications, software, storage, databases, networking, interface, connectivity, analytics, and related or ancillary functions such as credential management and file-level and data encryption.

8.2.3 Personally Identifiable Information. In performing this Agreement, Contractor and subcontractors could be in a position to obtain through City natural persons' PII.

a. Collection and Receipt of Personal Identifiable Information. If and when Contractor or any of its subcontractors collect any PII to perform this Agreement, then the following steps will be triggered. To collect or receive any PII, Contractor and/or subcontractors shall (1) inform users in clear, concise and brief language of Contractor's, subcontractors', and City's privacy policies and data use agreements, (2) require users to "opt-in" and affirmatively agree to the policies and data use agreements before being allowed to proceed, and (3) comply with any other personal data collection steps as required by then applicable international, foreign, federal, state and local laws, as well as any City privacy policies that might be in force. Under no circumstances shall Contractor and/or subcontractors collect or receive more PII than required to perform their obligations under this Agreement. All collection, receipt, processing, storage, sharing, use and exploitation of PII shall be strictly subject to all applicable foreign and domestic laws, and then-current City and applicable federal or state regulatory agency requirements, including without limitation the California Consumer Privacy Act of 2018, California Privacy Rights Act of 2020, and EU General Data Protection Regulation.

b. Solely Contractor's Responsibility. Should PII be collected in performing this Agreement, Contractor and subcontractors are responsible for collection, storage, protection, use, processing, sharing, destruction, or otherwise any treatment of PII. Without limiting any other warranty or obligation specified in this Agreement, during the term of this Agreement and thereafter in perpetuity, Contractor (1) will not, and will cause its subcontractors to not, gather, store, log, archive, use, or otherwise retain any PII in any manner without prior informed consent, per procedures in Section 8.2.3. a, from the person whose PII is affected, and (2) will not, and will cause its

subcontractors to not, disclose, distribute, sell, share, rent, or otherwise transfer any PII to any third-party, except strictly per respective agreements with users (end user agreements and privacy policies); unless in the case of disclosure such disclosure is legally compelled by court, or international, foreign or domestic laws and City has sufficient and competent notice of pending disclosure and supporting legal grounds at least three (3) weeks prior to any judicial adjudication or legal determination on disclosure, or unless in all other cases City has expressly directed or authorized in writing.

c. Retention of PII. Except pursuant to separate agreements with customers or users of its facilities or services relating to retention or reuse of Personal Data, Contractor will not, and will cause others working on its behalf not to, retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. Because City is owner of any PII, any destruction of PII requires prior written City approval, subject to City document retention policy, if applicable.

d. Material Breach and Irreparable Harm. Contractor agrees that any violation of provisions pertaining data rights in this Agreement constitutes material breach and irreparable harm to City.

8.2.4 Compliance with PCI Standards. The Parties hereby agree that the collection, receipt, processing, storage, sharing, and use of customer credit card and debit card data is included in and part of the Services. Accordingly, Contractor shall comply with the Payment Card Industry (PCI) Data Security Standard Requirements and Security Assessment Procedures (“**PCI Standards**”) (as promulgated and amended by the PCI Security Standard Council amended from time to time) in connection with the services provided by Contractor under this Agreement. In addition, Contractor shall provide its Attestation of Compliance on an annual basis.

8.3 Contractor’s Trade Secrets. As used in this Agreement, “**Trade Secrets**” are defined in California Government Code Section 6254.7 and California Evidence Code Section 1061(a)(1) and may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. Contractors acknowledges and agrees that none of the Work Products (including any part thereof) or deliverables created, made, and implemented by Contractor or any Contractor Parties for City under this Agreement will constitute or contain any Trade Secrets of Contractor, any Contractor Parties, or any other third party.

8.3.1 Contractor hereby stipulates that it shall not deliver to City any of Contractor’s Trade Secrets. In the unlikely event that Contractor reveals any of its Trade Secrets (that is so marked conspicuously on every page) to City to further the intent and purpose of this Agreement, so notifies City in writing that it has revealed its Trade Secrets to City, and so provides City with a “public copy” in which all such Trade Secrets are redacted or hidden; then City agrees to notify Contractor of any request made pursuant to the California Public Records

Act, Cal. Gov. Code, § 6250 et seq., (“CPRA”) that includes Contractor’s redacted Trade Secrets. If requested, City has the option to disclose any of Contractor’s Trade Secrets (in addition to the public copy), unless Contractor objects in writing to the City after ten (10) calendar days from the written notice by City to Contractor of the CPRA request, agrees to indemnify and hold City harmless for non-production of such Trade Secrets, and seeks timely judicial ruling on whether City must produce such Trade Secrets in response to the CPRA request.

8.4 Licenses Granted to City. To the extent any Work Product incorporates or requires use of Contractor’s or third-party’s pre-existing intellectual property (e.g., the Licensed Materials), Contractor shall grant and cause others to grant City (and its designated agents and consultants) for the Term of this Agreement an irrevocable, worldwide, royalty free, fully paid license to: (i) use, commercially exploit, display, perform, and distribute (internally and/or externally) copies of the intellectual property; and (ii) authorize others to do any or all of the foregoing.

8.5 License to Use FlyAway Trademarks. Contractor agrees that City is the sole and exclusive owner of the FlyAway Trademarks. Contractor further agrees not to or cause others to contest the validity of and ownership by City in the FlyAway Trademarks and corresponding registrations. City hereby grants Contractor a limited license to use the FlyAway Trademarks in solely performing this Agreement per restrictions herein. No sublicensing or merchandising rights are included in this license grant nor may Contractor monetize or receive the trademark royalties of the use of the FlyAway Trademarks. All use of the FlyAway Trademarks inures to the benefit of City. Further, this license is dependent upon, concurrent with and coterminous with this Agreement. Contractor shall promptly report to City contractor administrator of this Agreement in writing any third-party infringing use of the FlyAway Trademarks and assist in enforcement or abatement if requested by City. Contractor shall have no other right to use the FlyAway trademark and shall not permit anyone to use the trademark except as is necessary to perform the Services hereunder. All public display of the mark “FlyAway” shall be accompanied by a registered trademark symbol, ®.

8.5.1 Trademark Registration Notice. Contractor shall and cause subcontractors of all tiers to properly display the registered mark FlyAway as “FlyAway®” wherever the mark appears.

8.5.2 No Co-Publication of Marks. Except as otherwise expressly authorized by City, which may be withheld in its sole and absolute discretion, Contractor shall not publish or display its trademarks or service marks in conjunction, combination, or juxtaposition with the FlyAway Trademarks. Without limiting the generality of the foregoing and in the avoidance of any doubt, Contractor shall not display, publish, or advertise its trademarks or service marks on any FlyAway Buses, websites and mobile application programs servicing the FlyAway Bus Service, or any print materials (both hard and digital copies) related to the FlyAway Bus Service. Any press release, announcements, or advertising or promotional materials (whether in physical print or digital form) promoting the business, products, and services of Contractor, in which Contractor proposes to publish the FlyAway Trademarks or make reference to the FlyAway Bus

Service, shall be subject to City prior written approval, which may be withheld in its sole and absolute discretion.

8.6 Registration of Work Products. Upon completion of the Work Products, Contractor shall cooperate and provide the necessary support and documents necessary to secure registration of the Work Products to protect the intellectual property rights associated therewith.

8.7 Representations and Warranties. Contractor warrants and represents that Contractor and subcontractors (1) do not infringe on any third party's intellectual property rights, including without limitation patents, copyrights, moral rights, copyrights in and various applicable *sui generis* rights in databases, trademarks, rights of publicity, trade secrets, know-how and proprietary information (collectively "**Intellectual Property**") in performing this Agreement; (2) do not challenge City's property rights of all kinds in the DATA, and any of Intellectual Property including its ownership and access rights related to the DATA, including those stipulated in Section 8.1 above; (3) do comply with standards and protocols on collection, use and storage of data specified in Section 8.2; (4) do strictly follow security and data protection standards and protocols stated in Section 9 below; and (5) do not violate City's and contracting department's privacy policies as updated from time to time; (6) do provide performance level as called for in the Scope of Services and Section 9.9; and (7) do comply with all Applicable Laws.

8.8 Rights Reserved. All rights not expressly granted by City are reserved. Nothing in this Agreement shall be construed to waive any remedies available to City at law and in equity, including injunctive relief rights.

8.9 Survival of Termination. The provisions of this Section 8, including all its subsections, shall survive termination of this Agreement.

Section 9. Physical Security, Cybersecurity, and Data Protection

9.1 Contractor Responsibility. Contractor, including its subcontractors, is solely responsible for all physical security and cybersecurity of Computer System used as well as protection of all data in performance of this Agreement.

9.2 Physical Protection. Contractor shall employ, and shall cause its subcontractors to employ, physical security practices and protocols per then-current prevailing industry standards for protection of physical facilities that house Computer System used in performing this Agreement.

9.3 Cybersecurity Protocols. Contractor shall have, and shall cause its subcontractors to have, data protection protocols consistent with then-current prevailing standards in the industry, (1) that protect data against unauthorized or unlawful access, transfer, processing, copying or alteration, (2) that protect against accidental access, loss, damage, processing, use, transfer or destruction and (3) that promptly detect, report and remedy any breach of data ("**Data Incident and Response Protocols**"). In addition, Contractor shall undertake, and shall cause its subcontractors to undertake, review at least annually of the Data Incident and Response Protocols to ensure they are fit for the purposes. Contractor shall and cause its subcontractors to

maintain all systems software at the “most recent stable update levels” and regularly monitor the Department of Homeland Security bulletins for alerts, warnings, and implement recommendations. City’s Chief Information Security Officer in his or her sole discretion may require Contractor and its subcontractors to provide information relating to cyber security measures, practices and policies, and Contractor shall and cause its subcontractors to promptly provide the requested information.

9.4 Data Breach. Contractor shall notify, and will cause its subcontractors to notify, City within twenty-four (24) hours of discovery of any actual or suspected security breach of (1) the Computer Systems, (2) the physical facilities containing the Computer Systems, or (3) any data, including without limitation, PII, DATA, confidential information, and data covered under applicable foreign and federal laws, and California statutes (i.e., California Civil Code 1798.82, California Consumer Privacy Act of 2018, and California Privacy Rights Act of 2020). In addition, written confirmation of any such security or data breach must be sent within three (3) days of discovery or notification of the breach or suspected breach. City has the right to request and access Data Incident and Response Protocols as well as breach data for each breach incident. Upon such request by City, Contractor shall promptly provide such data but no less than ten (10) business days.

9.4.1 City’s Right to Investigate. City shall have the right to retain an investigator to investigate the cause of a reported data breach or cyber-attack event and to recommend immediate remediation actions. In such event, Contractor shall immediately implement the remediations recommended by the investigator. Contractor shall be solely responsible for the cost of the investigation if (a) the data breach or cyber-attack event is covered under any cybersecurity insurance policy Contractor does or is required to obtain and maintain under this Agreement, or (b) the data breach or cyber-attack event was primarily caused directly or indirectly by Contractor or its subcontractors.

9.5 Additional Procedures for PII Breach. Upon City’s determination that an unauthorized use or security breach of PII has occurred or reasonably likely to have occurred, Contractor shall, and cause its subcontractors to, fully cooperate with City in rectifying any unauthorized use or breach, including notifying all affected City travelers and members of the general public. City shall determine, in its sole discretion, the content, and means of delivery of the customer notice and other mitigation actions, and Contractor shall comply with City’s directives with regards to such notice and mitigation actions. Contractor shall be solely responsible for all costs and expenses for notices and mitigation actions, including but not limited to, the administrative cost of opening and closing accounts, notices, print and mailing, and obtaining credit monitoring services and identity theft insurance for City customers whose PII has or may have been compromised, if (a) the security breach is covered under any cybersecurity insurance policy Contractor does or is required to obtain and maintain under this Agreement, or (b) the security breach is primarily caused directly or indirectly by Contractor or its subcontractors. Contractor’s responsibilities under this subsection are cumulative to its legal obligations under applicable foreign, federal, state and local laws and regulations pertaining to breach notification and remedies.

9.6 Additional Procedures for Identity Theft. Contractor acknowledges that City could be subject to certain obligations, if applicable to this the Services, to identify patterns, practices, and specific forms of activity that indicate the possible existence of identity theft (defined as fraud committed using the identifying information of another person), pursuant to Section 114 of the Fair and Accurate Credit Transactions Act of 2003 and its implementing regulations promulgated by the Office of the Comptroller of the Currency, 12 C.F.R. Part 41. Contractor, to the extent that it holds or otherwise has access to data that is subject to the Fair and Accurate Credit Transactions Act, agrees to, and causes its subcontractors to, establish, maintain and update reasonably effective policies and procedures to detect, prevent, and mitigate the risk of identity theft, and to promptly notify and report to City upon request, any instances where Contractor or its subcontractor detects potential identity theft. Contractor further agrees to immediately report to City any confirmed instances of identity theft. In furtherance thereof, if applicable, Contractor agrees to be guided by the examples of identity theft “**Red Flags**” (defined as a pattern, practice, or specific activity that indicates the possible existence of identity theft) set forth in Supplement A to Appendix J to 12 C.F.R. Part 41. Upon request by City, Contractor agrees to confirm in writing and, when specified, demonstrate to City its compliance with the requirements of this Section.

9.7 Disaster Recovery. To minimize service interruption and preserve the DATA integrity, Contractor shall have in place, and shall cause its subcontractors to have the same, protocols and procedures on periodic data backups and disaster recovery per then-current prevailing industry standards and practices in providing Services and maintaining Computer Systems.

9.8 Cumulative Obligations. None of the data-related obligations on Contractor and subcontractors shall supplant or lessen their legal obligations under the Applicable Laws.

9.9 Data Service Requirements. In addition to performance specifications in the Scope of Services, Contractor shall, and shall cause its subcontractors to, comply with general performance satisfaction requirements in this Section 9. Where conflicts arise between provisions in this Section 9 and the Scope of Services, this Section governs except for specified technical parameters, including those in Sections 9.9.1. b (Uptime), 9.9.1. c (Response Time) and 9.9.2 (DATA Backup frequencies).

9.9.1 Performance.

a. Efforts. Contractor shall employ, follow and update with then-current prevailing industry standards and protocols in providing reasonably uninterrupted Services and a stable, secure Computer Systems.

b. Uptime. At all times, Contractor shall maintain and provides to City uninterrupted Services on a 24x7x365 basis with a 99.9% availability, excluding downtime due to (1) Contractor’s regularly scheduled maintenance during off-peak hours, (2) City’s Internet connectivity, and (3) City’s acts or omissions.

c. Response Time. Contractor agrees that the average download time for each page of the Services, including content therein, shall not exceed 0.5 seconds of the weekly Keynote Business-40 Index but in no event be longer than 2 seconds.

d. Non-Interrupted Services. Contractor hereby agrees that during term of this Agreement no Services provided to City may be withheld partly or wholly due to disputes between Contractor and City, including payments. Contractor hereby agrees that withholding Services shall cause irreparable harm to City's business operations and services to the general public.

e. Periodic Performance Metric and Report. On a quarterly basis, Contractor shall submit a performance report and metrics on key performance attributes of the Services, including those specified in the Scope of Services. Upon such performance report, City may evaluate maintaining or terminating the Services.

f. Security Audits. City reserves the rights to audit Contractor's and subcontractors' Computer Systems and related environment for limited purposes of system integrity and security, including unannounced penetration and security tests. Subject to the specific requirements set forth in the Scope of Services and Business Operations Plan, without limiting the generality of the foregoing, Contractor shall conduct an annual security risk assessment, conducted by an external security auditor holding industry-recognized qualifications. The audit will be conducted against an industry-standard assessment framework prior to deployment to ensure appropriate security controls have been designed and implemented and thereafter during ongoing deployment of the solutions. City, or a third-party representing City, may conduct additional audits or make reasonable request for additional audits.

g. Operational and Financial Viability. To demonstrate Contractor's continual operational and financial viability to perform under this Agreement, upon City's request, Contractor shall provide adequate assurance and information reasonably requested on such.

9.9.2 DATA Backup and Disaster Recovery. Contractor is required to back up to a backup server the DATA periodically but no longer than (1) nightly for databases and incremental default path, (2) every 30 minutes for incremental transaction file logs, and (3) weekly for the DATA and default path. For disaster recovery purposes, Contractor shall further (i) replicate the DATA and default path on an off-site server (different from the backup server), and (ii) save fourteen (14) nightly backup of the DATA on a secure transfer server, from which City may access and retrieve the DATA backups at any time.

9.9.3 DATA Integrity and Chain of Custody. Contractor agrees that the DATA is proprietary and owned by City; and Contractor may not, and shall cause subcontractors to not, remove meta data in the DATA for any reasons. Contractor is solely responsible for maintaining the chain of custody of the DATA as official City records and business records such that Contractor would be able to attest as the custodian of records in admitting such as admissible evidence in court.

Section 10. Taxes, Licenses, and Permits

10.1 Payment of Taxes and Licenses. Except for any possessory interest tax assessed with regard to the City Properties (as provided below), Contractor shall pay all taxes and fees of whatever character that may be levied, assessed or charged with respect to (i) the rights of Contractor to perform the Service, and (ii) Contractor's equipment or other property located on the City Properties. While Contractor is only managing the City Properties and has no possessory interest therein and has no interest in the gross revenue generated by the operation of the City Properties, the potential nevertheless exists that the property tax assessor of Los Angeles County may assert that a possessory interest tax is assessable against Contractor in connection with this Agreement. Contractor shall immediately, upon receipt of any tax bill asserting a possessory interest tax from the tax assessor of Los Angeles County, provide a copy of such bill to City. Contractor shall, at Contractor's expense, cooperate with City to contest the applicability of such possessory interest tax. Provided that Contractor fully cooperates with City to contest the applicability of the possessory interest tax, City shall be responsible for the payment of such possessory interest tax in the event that such contest is not successful.

Section 11. Independent Contractor

11.1 Independent Contractor; Contractor's Employees. Contractor represents and warrants that it is fully experienced and properly qualified to perform its obligations under this Agreement and that it is properly licensed, equipped, organized, and financed to perform its obligations under this Agreement. In performing its obligations under this Agreement, Contractor is acting as an independent contractor. This Agreement does not establish any employer-employee, joint venture or agency relationship between City and Contractor or any of Contractor Parties. City shall in no way be imputed an employer with respect to Contractor's or its subcontractor's employees. All employment arrangements and labor and supply agreements with Contractor's employees, agents and subcontractor are, therefore, solely and exclusively Contractor's obligations and liabilities (or its subcontractor's), and City shall have no obligations or liability with respect thereto. Contractor shall pay its employees and shall ensure that every subcontractor pays its employees all wages, salaries, and other amounts due to such employees. Contractor shall comply (and shall cause its subcontractors to comply) with all Applicable Laws relating to employment of its employees. Contractor shall be responsible for, and shall ensure that each subcontractor shall be responsible for, all reports, payment and other obligations respecting their respective employees, including without limitation those related to social security, income tax withholding, unemployment compensation, worker's compensation and employee benefit plans. Contractor hereby agrees to indemnify, defend, and hold City, the Board, CEO and their respective members, officers, directors, employees, agents, advisors, attorneys, and representatives (collectively, "**City Parties**") harmless from and against any Claims of whatever nature that arise in connection with any such employees, employment arrangements (including but not limited to, hiring, termination, wage and hour, benefits, leaves of absence, workplace safety, employer liability, discrimination and harassment claims, privacy concerns, and any disciplinary actions) or labor and supply agreements relating to Contractor or its subcontractors. The indemnity obligation of Contractor under this Section 11 shall survive the expiration or termination of this Agreement.

Section 12. Assignment; Subcontractors

12.1 Assignment. Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer, hypothecate or encumber this Agreement or any portion thereof or any interest therein, in whole or in part or any rights or obligations appurtenant thereto (herein, a “**Transfer**”), without the prior written consent of the Board, which may not be unreasonably withheld, conditioned, or delayed. Any such Transfer by Contractor without the written consent of the Board is a violation of this Agreement and shall be voidable at City’s option and shall confer no right, title, and interest in or to this Agreement upon any such transferee. Consent to one Transfer shall not be deemed to constitute consent to any subsequent Transfer.

12.2 Contractor Change of Ownership. For purposes of this Agreement, the term “Transfer” 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, either in one (1) transaction or a series of transactions resulting in the transfer of fifty percent (50%) of more of the ownership or controlling interests of Contractor on a cumulative basis.

12.3 Subcontractors. Nothing in Sections 12.1 and 12.2 above is intended to completely prohibit Contractor from subcontracting certain aspects of its obligations under this Agreement to approved subcontractors. Contractor may, with the prior written approval of the CEO (which approval may be given or withheld in the CEO’s reasonable discretion), enter into subcontracts for certain aspects of the services to be provided by Contractor; and in such event, the entering into of any such subcontract with such subcontractor as so approved by the CEO shall not be considered a “Transfer” requiring the consent of the Board under this Section 12. Notwithstanding anything to the contrary in the immediately preceding sentence, any subcontractor who is identified in Contractor’s Proposal (i.e., part of the Contract Team) will not be subject to the CEO’s approval or discretion.

12.4 Contractor Name Change. In the event that Contractor desires to change its entity name or business name (i.e., a mere change of name not involving a Transfer within the meaning of this Section 12), then such name change by Contractor may be made with the approval of the CEO, and if the CEO approves such name change, then no approval of the Board shall be required.

Section 13. Faithful Performance Guarantee; Guaranty.

13.1 Faithful Performance Guarantee. Within ten (10) days following the execution of this Agreement, Contractor shall furnish to City, at Contractor’s sole cost and expense, and maintain throughout the term of this Agreement a Faithful Performance Guarantee (“**FPG**”) to secure the faithful performance of all the terms, provisions, and covenants contained herein including, but not limited to any other specified compensation. Such Guarantee shall be separate

from any other FPGs required by City. The initial amount of said FPG shall be three (3) times the highest monthly payment prescribed in Section 6 herein excluding the first (1st) month.

13.1.1 The FPG shall be in the form of an irrevocable standby letter of credit (“**LOC**”), which shall be automatically extended for additional periods of one (1) year, without amendment, subject to termination upon sixty (60) days written notice to City, and issued by issuer acceptable to City, with offices in Los Angeles, California. The LOC shall allow for partial and multiple drawings by City and must have an expiry date consistent with the ability to make such drawings for the full period required hereunder. The FPG and all amendments increasing the FPG Amount must be approved as to form by the City Attorney.

13.1.2 If Contractor has previously provided such FPG to City and if, for any reason, Contractor's monthly monetary obligation to City is thereafter increased in excess of ten percent (10%), then the amount of Contractor's FPG shall, within thirty (30) days after receiving written notice from City, correspondingly be increased to a sum three (3) times the new amount.

13.1.3 If Contractor has previously provided such FPG to City and if, for any reason, Contractor's monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the amount of Contractor's Guarantee may be correspondingly decreased to a sum three (3) times the new amount thirty (30) days following written notice to City by Contractor.

13.1.4 Contractor shall furnish the FPG in duplicate no later than ten (10) days after the execution of this Agreement, and any amendments to the FPG relating to the adjustment of the FPG Amount shall be delivered to City within thirty (30) days following the effective date of such adjustment. If, for any reason, said FPG is not provided by Contractor or is not thereafter maintained in sufficient amount throughout the Term hereof, City may terminate this Agreement for cause at any time upon giving Contractor five (5) days prior written notice. Following the expiration or earlier termination of this Agreement, and if Contractor has satisfied all of its obligations to City hereunder, City shall relinquish to Contractor said FPG following such expiration or earlier termination and satisfaction of all obligations to City. The FPG shall be submitted to:

Los Angeles World Airports
Attn: Accounting/Revenue-FPG Administrator
P.O. Box 92216
Los Angeles, CA 90009-2216

13.1.5 If, at any time during the term of this Agreement, the issuer with respect to the FPG shall, in the opinion of the CEO, become unacceptable, the CEO shall have the right to require a replacement LOC, as applicable, which Contractor shall furnish to the satisfaction of the CEO within thirty (30) days after written notice to do so.

13.2 Guaranty. In addition to the FPG, the faithful and timely performance by Contractor of all terms, provisions, and covenants contained in this Agreement shall be guaranteed by Bus.com (“**Guarantor**”). Within ten (10) days following the execution of this

Agreement by Contractor, Contractor shall cause Guarantor to execute and deliver to the City such guaranty in the form of Exhibit N attached to this Agreement.

Section 14. Insurance; Indemnification

14.1 Insurance. Contractor shall procure, or cause any Contractor Parties to procure, at its expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on Insurance, Exhibit O attached hereto and incorporated herein by reference. 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, City Parties, and their successors and assigns, as additional insureds, against the areas of risk described on Exhibit O with respect to acts or omissions of Contractor or any of the Contractor Parties in their respective operations, use, and/or occupancy of the City Properties or other related functions performed by or on behalf of Contractor or any of the Contractor Parties in, on or about the Airports.

14.1.1 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." With respect to Workers' Compensation, Contractor shall by specific endorsement, waive its right of subrogation against City, City Parties and their successors and assigns.

14.1.2 Cybersecurity Insurance Requirements. In addition to the insurance policies required under Exhibit O, and on the same terms and conditions, Contractor shall procure the following coverage, if not already included in the coverage provided above: Technology Errors and Omissions Liability, and Commercial Blanket Bond, covering Electronic and Computer Crime or Unauthorized Computer Access.

14.1.3 All such insurance shall be primary and noncontributing with any other insurance held by City where liability arises out of or results from the acts or omissions of Contractor or any of the Contractor Parties. Such policies may provide for such reasonable deductibles and retentions as are acceptable to the CEO based upon the nature of Contractor's operations and the type of insurance involved.

14.1.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City and City Parties, 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 the Airports. 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.

14.1.5 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.

14.1.6 Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the CEO. 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 City of Los Angeles' Administrative Code prior to Contractor entering upon the Facilities. 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.

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

14.1.8 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 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.

14.1.9 To the fullest extent permitted by law, Contractor, on behalf of Contractor and its insurers, hereby waives, releases and discharges City and all City Parties from all Claims arising out of damage to or destruction of Contractor's property located on or about the City Properties, and any loss of use or business interruption, caused by any casualty, regardless whether any such Claim results from the negligence or fault of City or any City Parties, and Contractor will look only to Contractor's insurance coverage (regardless whether Contractor maintains any such coverage) in the event of any such Claim. Any property insurance which Contractor maintains must permit or include a waiver of subrogation in favor of City and all City Parties.

14.1.10 City's establishment of minimum insurance requirements for Contractor in this Agreement is not a representation by City that such limits are sufficient and does not limit Contractor's liability under this Agreement in any manner.

14.2 City Held Harmless. In addition to the requirements of Section 14.1 (Insurance) above, to the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel satisfactory to City), keep and hold City, City Parties and their successors and assigns harmless from and against any and all actions, causes of action, charges, claims, costs, damages, demands, expenses (including attorneys' fees, costs of court and expenses incurred), fines, judgments, liabilities, liens, losses, or penalties of every kind and nature whatsoever (collectively, "**Claims**") arising out of or in connection with (i) the entry upon, use or occupancy of the City Properties or the Airports or the performance under this Agreement by Contractor or any of the Contractor Parties, (ii) any acts or omissions of Contractor or any of the Contractor Parties, and (iii) any default in the performance of Contractor's obligations under this Agreement. The foregoing defense, indemnification and hold harmless obligations of Contractor shall include, without limitation, all Claims claimed by anyone (including Contractor and the Contractor Parties) by reason of injury to, or death of, any person(s) (including Contractor and the Contractor Parties), all Claims for damage to, or destruction of, any property (including property of Contractor and the Contractor Parties) and all Claims for any and all other losses founded upon or alleged to arise out of, pertain to, or relate to Contractor's and/or the Contractor Parties' performance of this Agreement. The foregoing defense, indemnification and hold harmless obligations of Contractor shall apply to all Claims, whether or not contributed to by any act or omission of City or any City Parties; provided, however, that where such Claim arises from or relates 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 Claim is caused by City's sole negligence, willful misconduct or active negligence; and provided, further, that where such Claim arises from Contractor's design professional services as defined by California Civil Code Section 2782.8, Contractor's indemnity obligations shall be limited to Claims arising out of, pertaining to, or relating to Contractor's negligence, recklessness or willful misconduct in the performance of such services.

Additionally, Contractor agrees to protect, defend, indemnify, keep and hold harmless City and City Parties, from and against any and all Claims arising out of (a) any threatened, alleged or actual claim that any end product or services provided to the City by Contractor or its subcontractors or contemplated in the Contractor's Proposal violates directly, indirectly, or contributorily, any Intellectual Property right held or owned by anyone anywhere in the world, and (b) any breach in cybersecurity and data privacy, irrespective of malicious intent or not, however the breach takes place, whoever causes the breach, and wherever the breach originates from in the universe. Contractor further agrees to, and shall, pay all damages, settlements, expenses and costs, including remedial costs (e.g., ID theft monitoring expenses), 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. Should Contractor reasonably believe that (1) any of the Work Products allegedly or actually infringes or is likely to infringe on any third party Intellectual Property, or (2) any of the licenses procured on behalf of the City under this Agreement 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 the foregoing options shall not cause undue business interruption to the City or its agents/consultants, or diminish the intended benefits and use of the Work Products by the City or its agents/consultants under the specifications herein.

In addition, Contractor agrees to defend, indemnify and hold harmless City and City Parties from and against any and all Claims, made by anyone arising out of any allegations in connection with Contractor's use of any of its employees and/or subcontractors and/or consultants working under this Agreement or in connection with Contractor's Proposal, including but not limited to allegations for tortious interference with contractual relations, aiding and abetting, unjust enrichment, and violations of any party's Intellectual Property rights. Contractor agrees to, and shall, pay all such 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.

In Contractor's defense of City under this Section, City 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).

The provisions of this Section 14.2 shall survive the expiration or termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

14.2.1 Notice of Claims. Contractor shall promptly notify City of any Claims or potential Claims asserted against City or any City Parties for which Contractor may be liable under Section 14.2 and shall deliver to City complete copies of any summons or other process, pleadings, notices or demands of any Claim.

Section 15. Termination

15.1 Termination for Cause. In the event that Contractor fails to perform any of Contractor's duties or obligations under this Agreement, and Contractor fails to cure within five (5) days after written notice from City to Contractor of such default, then City may immediately terminate this Agreement and all rights of Contractor hereunder by giving written notice to Contractor of such election by City to terminate this Agreement by reason of such default; provided, however, that, if such default does not relate to the failure of Contractor to pay money to City and if such default cannot be cured within such five (5) day period following written notice despite reasonable diligence, then City will not terminate this Agreement so long as Contractor diligently proceeds to cure and actually completes such cure within fifteen (15) days following such written notice of default. Such right of City to terminate this Agreement for cause shall be in addition to (and not in limitation of) any and all other rights and remedies

available to City at law or in equity in connection with such default. The events of default giving rise to City's right to terminate this Agreement, include, but are not limited to the following:

(a) The failure of Contractor to duly and punctually deposit the Gross Revenue as provided in Section 5 hereof, or to make any other payments or remittances to City required under this Agreement when due.

(b) The failure of Contractor to perform the Services in the manner required by this Agreement (including, without limitation, the requirements set forth in the Scope of Services and the Business Operations Plan).

(c) The failure of Contractor to maintain the quality of services to the satisfaction of the CEO as required by this Agreement.

(d) The happening of any act which results in the suspension or revocation of the rights, powers, licenses, permits and authorities necessary for Contractor to conduct, manage and operate the FlyAway Bus Services or other Services as provided herein.

(e) The transfer of the interest of Contractor under this Agreement by voluntary or involuntary assignment, operation of law, or otherwise, to any other person, firm or corporation, in violation of the terms of this Agreement.

(f) Any change in the ownership or control of Contractor in violation of the terms of this Agreement or which, in the opinion of the CEO, is not in the best interest of City or the public.

(g) The failure of Contractor to keep, perform or observe any promise, covenant, condition or agreement set forth in this Agreement on its part to be kept, performed or observed.

(h) The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or as a direct consequence of such process will interfere with Contractor's management and operation of the Facilities or the performance of any of Contractor's other obligations under this Agreement, and which attachment, execution, receivership, or other process of such court is not vacated, dismissed, or set aside within a period of thirty (30) days.

(i) Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other laws or statute of the United States, or of any state law, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

(j) The filing of a voluntary petition in bankruptcy by Contractor, the filing by Contractor of a voluntary petition for an arrangement or assignment for the benefit of creditors, the filing by or against Contractor of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by the creditors of Contractor, which involuntary petition remains undischarged for a period of thirty (30) days.

(k) Cessation or deterioration of any of Contractor's services hereunder for a period which, in the opinion of the CEO, adversely affects the operation of the public services required to be performed by Contractor under this Agreement.

(l) Any lien is filed against the Facilities or Contractor's equipment because of any act or omission of Contractor.

(m) Contractor abandons, deserts, vacates, discontinues, or disrupts operation of the FlyAway Bus Service or other required Services for a period of ten (10) hours or more.

15.2 Termination for Convenience. In the event that the CEO, in his or her sole and absolute discretion, at any time determines that efficient or convenient operations at the Airports require the termination of this Agreement, City shall have the absolute right to terminate this Agreement ("**Termination for Convenience**"), upon not less than ninety (90) days' prior written notice to Contractor ("**Convenience Termination Notice**"). The Convenience Termination Notice shall set forth the effective date of such termination ("**Convenience Termination Date**"). On or before the Convenience Termination Date, Contractor shall comply with its obligations to be performed by Contractor in connection with the termination of this Agreement as set forth in this Agreement (including, without limitation, Section 15.4 below). In the event of a Termination for Convenience, City shall have the right but not the obligation to assume the leases for the FlyAway Buses (or any of them) then in operation and/or purchase any FlyAway Buses then in operation at the time of the Convenience Termination Date as provided in Section 15.3.1 below. Should City exercise such option, in consideration for and as a condition precedent to the payment of any Convenience Termination Payment, Contractor shall cooperate and make reasonable commercial efforts to cause assignment of the leases and/or transfer of the title of the FlyAway Buses elected by City. Termination Payment will be adjusted to eliminate vehicles assigned to or acquired by City. Moreover, in the event of a Termination for Convenience, Contractor will receive the Convenience Termination Payment under Section 15.3 below. Except for the Convenience Termination Payment and such payment provided in Section 15.5, Contractor shall have no right to receive any other compensation or remuneration.³ in connection with a Termination for Convenience by City. Contractor has absolutely no right to claim any damage, loss, offset or other compensation in connection with the termination of this Agreement, and Contractor hereby waives any and all claims in connection therewith. Contractor specifically acknowledges that this Termination for Convenience provision grants to City the unilateral right to terminate this Agreement without cause, which is a material inducement to City to allow Contractor to enter into this Agreement. Contractor shall deliver to City a general release of claims by Contractor, which release shall be in a form satisfactory to City ("**Termination Release**").

15.3 Convenience Termination Payment. In the event that City exercises its rights under Section 15.2 and effectuates Termination for Convenience, the following “**Convenience Termination Payment**” shall be payable to Contractor: (a) the Shut-Down Costs described below; and (b) an amount equal to the remaining months of depreciation of the Qualified Investment depreciated over a five (5) year period (each period calculated monthly) on a straight-line full month depreciation method, with no residual value. The “**Shut-Down Costs**” means the actual, verified, and approved expenses directly related to shutting down its operation of the FlyAway Bus Service prior to the Expiration Date consisting of only the unrecovered start-up costs, early termination of property or equipment leases, equipment transfer and disposal costs, pre-paid fees for vehicle licenses and registration, pre-paid technology licenses and fees, and pre-paid insurance, the sum of which shall not exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000). To be deemed reimbursable costs includible in the Shut-Down Costs, such amount must be verified by City. To qualify for the Shut-Down Costs, Contractor must provide to City an expenditure schedule within thirty (30) days of the Convenience Termination Notice, together with reasonable documentation in support of the line-item expenses on such expenditure schedule, evidencing the amounts will in fact be expended in connection with the termination of the FlyAway Bus Service and demonstrating the reasonableness of such amount. Moreover, to the extent that any cost is attributable to both the process of terminating the FlyAway Bus Service and other expenses already compensated or compensable under this Agreement, Contractor shall demonstrate to City's reasonable satisfaction and approval, the method of allocation and the amount allocable to such categories of expense. The “**Qualified Investments**” means the actual costs incurred and expended by Contractor for and in connection with the purchase or lease of the FlyAway Buses in such amounts as (i) have been actually incurred by Contractor, (ii) are determined as reasonable by City, (iii) have been verified by City based on the supporting documents provided by Contractor, and (iv) were identified in and consistent with the estimated line item costs reflected in the Business Operations Plan or the Approved Annual Budget as potential costs, but excluding any interest or financing costs or attorney fees. Contractor shall prepare and update each Year a schedule for estimated Convenience Termination Payment related to the Qualified Investments only (*i.e.*, schedule for item (b) above in this Section 15.3), which shall be subject to the CEO's review and approval and shall be incorporated in the Approved Annual Budget.

15.3.1 City's Option to Lease or Purchase FlyAway Buses. Should City exercise its option to assume the leases for the FlyAway Buses (any of them) and/or purchase any FlyAway Buses then in operation at the time of the Convenience Termination Date, in consideration for and as a condition precedent to the payment of the Convenience Termination Payment, Contractor shall cooperate and ensure assignment of the leases and/or transfer of the title of the FlyAway Buses elected by City. The purchase amount for the FlyAway Buses shall be the then current value calculated using a straight-line full month depreciation method over five (5)-year period (number of periods calculated monthly) with no residual value, less any sum payable under Section 15.3(b) above. Contractor shall convey, assign, and deliver to City good and marketable title to and ownership of the FlyAway Buses, free and clear of any and all claims, encumbrances or other adverse rights or interests. City (i) shall execute such assignments or other documents of conveyance for the FlyAway Buses as City may reasonably request, and (ii) shall take such other actions as City may reasonably request as may be necessary or appropriate in order to assign or transfer the FlyAway Buses to City as contemplated herein.

The failure of Contractor to timely perform its obligations under this Section 15.3.1 shall constitute a material breach of this Agreement by Contractor.

15.4 Contractor's Obligations Upon Termination. Upon the expiration or earlier termination of this Agreement (for cause or convenience), Contractor shall vacate the City Properties and deliver the City Properties to City in an orderly manner and in good condition and state of repair, ordinary wear and tear excepted. Contractor shall remove Contractor's property from the City Properties, except for such property that is to remain at the City Properties and become the property of City pursuant to the terms of this Agreement. Contractor shall fully cooperate with City and any succeeding operator with respect to the City Properties and Services to ensure an effective and efficient transition of operations, it being agreed that fully functional Services and City Properties operations will be maintained at all times. Without limiting the generality of the foregoing, Contractor shall comply with any and all reasonable transition plans and directives that the CEO may issue in connection with such expiration or termination. In addition, Contractor shall deliver to City a Termination Release.

15.4.1 Licenses Terminated. The concurrent and coterminous licenses for use of City data (Section 8.1.2), if any, and the FlyAway Trademarks (Section 8.5) shall cease and expire upon expiration or termination of this Agreement. Contractor shall immediately cease, and promptly cause its subcontractors to cease, using, displaying and distributing both the FlyAway Trademarks and City data. Contractor shall at its costs promptly, and cause subcontractors to promptly, return all materials bearing the FlyAway Trademarks and City data in formats and media specified by City.

15.4.2 DATA. Within sixty (60) days from expiration or termination of this Agreement, Contractor shall, and shall cause subcontractors to, (a) deliver to City all the DATA with metadata in the DATA in formats and media specified by City, (b) ensure seamless hand-over of the back-up and disaster recovery operation per Section 9.9.2 from Contractor and subcontractors to City or its designated entity or persons, and Contractor shall, and shall cause subcontractors to, destroy all copies of the DATA forthwith, and deliver to City a corresponding certificate of destruction.

15.5 City's Obligations Upon Termination. Upon the expiration or earlier termination of this Agreement for any reason, within thirty (30) days for such termination, City will pay all outstanding, undisputed compensations payable to Contractor under Section 6, incurred by Contractor for the period prior to the date of termination, prorated based on the number of days actually in operation, and offset by any amount payable by Contractor to City, including but not limited to, any fees, deductions, and interest payable under this Agreement.

Section 16. Other Requirements and Provisions

16.1 Notices.

16.1.1 Notice to City. Written notices to City hereunder shall be sent to the CEO, with a copy to the City Attorney of the City of Los Angeles, shall be given by personal delivery, registered or certified mail, return receipt requested, postage prepaid, or by nationally

recognized overnight courier, and shall be addressed as follows:

Chief Executive Officer
Los Angeles World Airports
c/o Ground Transportations
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216

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

16.1.2 Notice to Contractor. Written notices to Contractor hereunder shall be given by e-mail addressed to: FlyAwayLAWA@bus.com, by personal delivery, by registered or certified mail, postage prepaid, or by nationally recognized overnight courier addressed as follows:

4200 Boul St-Laurent, Suite 610
Montreal, QC
H2W2R2

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

16.1.3 Effect of Notice by CEO. The execution of any such notice by the CEO shall be effective as to Contractor as if it were executed by the Board (or City Council, as the case may be), or by resolution or order of said Board (or City Council, as the case may be), and Contractor shall not question the authority of the CEO to execute any such notice.

16.1.4 Time of Notice. All notices given under Section 16.1, (a) if given by personal delivery, shall be effective on the date of such delivery; (b) if deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, shall be effective five (5) days after deposit in the mail; (c) if delivered by a nationally recognized overnight commercial courier service that requires the recipient's signature for delivery, shall be effective one (1) business day after delivery by such courier; and (d) if delivered by email with a copy deposited in the United States Mail by certified or registered mail, return receipt requested, shall be effective one (1) business day after delivery via e-mail.

16.2 Limitations on Use of Airports.

16.2.1 Contractor shall not use the Airports, nor any portion thereof, for any purpose other than as specifically set forth in this Agreement, without first having had and obtained the written consent of the CEO, which consent may be withheld in the CEO's sole and absolute discretion, and which written consent is approved as to form by the City Attorney.

16.2.2 There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airports. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said

airspace or landing at, taking off from, or operating on the Airports. Contractor agrees not to make any claim or institute legal action against City under any theory of recovery for any interference with Contractor's use and enjoyment of the Airports which may result from noise emanating from the operation of aircraft to, from, or upon the Airports except for claims or actions brought by third parties against Contractor arising from City's operation of the Airports.

16.2.3 Contractor, by accepting this Agreement, agrees for itself and its successors and assigns that it will not make use of the Airports in any manner which might interfere with the landing and taking off of aircraft from Airports or otherwise constitute a hazard to such operations. In the event the aforesaid covenant is breached, City reserves the right to take all action it deems necessary to cause the abatement of such interference at the expense of Contractor.

16.2.4 Contractor shall conduct its, and cause its sub-operators to conduct their, operations on the Airport in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises at the Airports, including, but not limited to, the emanation from the Airports of noise, vibration, movements of air, fumes, and odors.

16.2.5 Contractor is prohibited from installing or using any wireless workstations, access control equipment, wireless internet servers, application or system software such as transceivers, modems, or other interface units that access frequencies from 2.0 Gigahertz to 6.0 Gigahertz, inclusive, without first obtaining approval from the CEO.

16.2.6 Contractor has no rights under this Agreement to install or use any antennae or telecommunications equipment on the roof or exterior of any building or structure on the Airports, unless such installation or use is directly related to the conduct of Contractor's business and in full compliance with City's permit process and telecommunications policies as they may be modified from time to time at the sole and absolute discretion of the CEO. Contractor may not license or sublicense to others the right to install or use antennae or other telecommunications equipment on the Airports.

16.2.7 It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act (49 U.S.C. 40103(e) and 47107(a)(4) (Public Law 103-272; 108 STAT. 1102).

16.2.8 This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of the Airport.

16.2.9 This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

16.3 Late Charge and Interest for Delinquent Payment.

16.3.1 Contractor hereby acknowledges that late payment by Contractor of payments, fees and charges due to City herein will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any amount due City is not received by City within ten (10) days after such amount shall be due, then, without any requirement for notice to Contractor, Contractor shall immediately pay to City a one-time late charge equal to ten percent (10%) of such overdue amount or \$250, whichever is greater. The Parties agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of such late payment. Acceptance of such late charge by City shall in no event constitute a waiver of Contractor's default or breach with respect to such overdue amount, nor prevent the exercise of any other rights and remedies granted herein.

16.3.2 Any monetary payment due City hereunder shall bear interest from the date when due. The interest rate shall be ten percent (10%) per annum, compounded monthly, but shall not exceed the maximum rate allowed by law. The interest that applies shall be in addition to the late charge.

16.4 Cross Default. A material default or breach of the terms of any other license, permit, contract other agreement held or entered into by Contractor with City shall constitute a material breach of the terms of this Agreement and shall give City the right to terminate this Agreement for cause in accordance with the procedures set forth herein.

16.5 Attorney's Fees. Except as specifically set forth in this Agreement, both Parties agree that in any action to enforce the terms of this Agreement, each Party will be responsible for its own costs and attorney's fees.

16.6 Hazardous and Other Regulated Substances.

16.6.1 Definition of "hazardous substance(s)". For the purposes of this Agreement, the term "hazardous substances" means:

(a) Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(b) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(c) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

(d) Any substance the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or

(e) Any substance the presence of which on adjacent properties could constitute a trespass by Contractor; or

(f) Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

16.6.2 Environmental Indemnity. Except for conditions existing prior to the use of the Airport by Contractor, Contractor agrees to accept sole responsibility, defend (with counsel satisfactory to City) for 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 Contractor's and Contractor Parties' use, storage, handling, distribution, processing, and/or disposal of hazardous substances in connection with the performance of Contractor's responsibilities under this Agreement. Contractor agrees that any claims, damages, penalties, or fines asserted against or levied on City and/or the Contractor as a result of noncompliance with any of the provisions in this Section shall be the sole responsibility of the Contractor and that Contractor shall indemnify and hold City harmless from all such claims, damages, penalties, or fines. Further, City may, at its option, pay such claims, damages, penalties, or fines resulting from Contractor's non-compliance with any of the terms of this Section, and Contractor shall indemnify and reimburse City for any such payments.

In Contractor's defense of City under this Section, City 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, Section 271, 272 and 273 thereof).

16.6.3 Corrective Action. In the case of any hazardous substance spill, leak, discharge, release or contamination by Contractor or any Contractor Parties on the Airport or as may be discharged or released in, on or under adjacent property which affects other property of City or its tenants, Contractor agrees to make or cause to be made any necessary corrective actions to clean up and remove any such spill, leakage, discharge, release or contamination. If Contractor fails to repair, clean up, 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, discharge, release or contamination. Any such repair, cleanup, 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, cleanup, or corrective action it takes.

16.6.4 Storage Tanks. If Contractor installs or uses already installed underground storage tanks, above-ground storage tanks, pipelines, or other improvements on the Airport for the storage, distribution, use, treatment, or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Agreement, to remove and/or clean up, at the sole option of the CEO, the above-referred-to improvements. Said removal and/or cleanup shall be at the Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state, and local laws and regulations, as well as with the reasonable directions of the CEO.

16.6.5 Contractor's Provision to City of Environmental Documents. Contractor shall promptly supply City with complete and legible copies of all notices, reports, correspondence, and other documents sent by Contractor to or received by Contractor from any governmental entity regarding any hazardous substance. Such written materials include, without limitation, all documents relating to any threatened or actual hazardous substance spill, leak, or discharge, or to any investigations into or clean up of any actual or threatened hazardous substance spill, leak, or discharge including all test results.

16.6.6 Survival of Obligations. This Section 16.6 including all subsections and the obligations herein shall survive the expiration or earlier termination of this Agreement.

16.7 Airfield Security.

16.7.1 Contractor shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, airport security agreements, and/or orders of any federal, state, and/or local governmental entity regarding airfield security. Contractor shall be responsible for the Airport gates and doors that are controlled or used by Contractor. Contractor shall comply fully with applicable provisions of the Transportation Security Administration Regulations, 49 Code of Federal Regulations (CFR), Sections 1500 through 1550 and 14 CFR Part 129, if applicable, including the establishment and implementation of procedures acceptable to the CEO to control access to air operation areas in accordance with the Airport Security Program required by CFR Sections 1500 through 1550.

16.7.2 In addition to the foregoing, gates and doors controlled or used by Contractor which permit entry into restricted areas at the Airport shall be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions which permit unauthorized entry into restricted areas shall be reported to City's Operations Bureau without delay and shall be maintained under constant surveillance by Contractor until repairs are affected by Contractor or City and/or the gate or door is properly secured.

16.7.3 Contractor shall cooperate with City to maintain and improve Airport security, and shall cooperate in investigations of violations of state and local laws, ordinances, and rules and regulations, of any federal, state and/or local governmental entity regarding airport and airfield security. Contractor shall provide necessary assistance to, and cooperate with, City

in case of any emergency. Contractor shall, upon request, provide City relevant information which will enable City to provide efficient and effective management in response to any airport or airfield emergency.

16.7.4 All civil penalties levied by the TSA for violation of TSA regulations pertaining to security gates or doors controlled or used by Contractor shall be the sole responsibility of Contractor. Contractor agrees to indemnify City for any federal civil penalty amounts City must pay due to any security violation arising from the breach of any obligation imposed by this Section. Contractor is also responsible for City's attorney's fees and costs.

16.8 Nondiscrimination and Equal Employment Practices.

16.8.1 Federal Non-Discrimination Provisions.

(a) Contractor for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Contractor for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) 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, the 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.

(d) Contractor will furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(e) Contractor will insert the provisions found in clauses (c) and (d) of this Section 16.8.1 in any assignment, license, transfer or sublicense by which said Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Airport.

16.8.2 City Non-Discrimination Provisions.

(a) 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, religion, national origin, ancestry, sex, sexual orientation, age, gender identity, gender expression, physical handicap, marital status, domestic partner status, or medical condition in the Agreement, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Nor shall Contractor or any person claiming under or through Contractor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of the Airport. Any assignment or transfer which may be permitted under this Agreement shall also be subject to all nondiscrimination clauses contained in this Section 16.8.2.

(b) Non-Discrimination In Employment. During the Term, Contractor agrees and obligates itself in the performance of this Agreement 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, physical handicap, marital status, domestic partner status, or medical condition. Contractor will take affirmative action to insure that applicants for employment are treated, during the Term, without regard to the aforementioned factors and will 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.

(c) Equal Employment Practices. If the total payments made to Landlord under this Agreement are \$1,000 or more, this provision shall apply. During the performance of this Agreement, Contractor will comply with Section 10.8.3 of the Los Angeles Administrative Code ("**Equal Employment Practices**"), a copy of which is attached hereto for convenience as Exhibit P. By way of specification but not limitation, under 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 Agreement may be deemed to be a material breach of this Agreement. 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 Contractor. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of this Agreement, this Agreement may be forthwith terminated, cancelled, or suspended.

(d) Affirmative Action Program. If the total payments to Landlord under this Agreement are \$100,000 or more, this provision shall apply. During the performance of this Agreement, Contractor will comply with Section 10.8.4 of the Los Angeles Administrative Code (“**Affirmative Action Program**”), a copy of which is attached hereto for convenience as Exhibit Q. By way of specification but not limitation, under Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Agreement may be deemed to be a material breach of this Agreement. 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 Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Agreement, this Agreement may be forthwith terminated, cancelled or suspended.

(e) Equal Benefits Ordinance. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

16.9 Waiver of Claims. Contractor hereby waives any Claim against City and City Parties for damages or losses (including loss of anticipated profits) caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or the validity of Contractor’s proposal, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same, or any part hereof, from being carried out.

16.10 Living Wage Ordinance.

16.10.1 General Provisions; Living Wage Policy. This Agreement is subject to the Living Wage Ordinance (“**LWO**”), Section 10.37, *et seq.*, of the Los Angeles Administrative Code, a copy of which is attached hereto for convenience as Exhibit R. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) the services are rendered on premises at least a portion which are visited by substantial numbers of the public on a frequent basis, (2) any of 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 under Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars per hour of their

possible right to the federal Earned Income Tax Credit and to make available the forms required to secure advance Earned Income Tax Credit payments from the employer under Section 10.37.4. Contractor will permit access to work sites for authorized representatives of the City of Los Angeles to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City of Los Angeles. Whether or not subject to the LWO, Contractor will not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, under Section 10.37.6(c), Contractor will comply with federal law prohibiting retaliation for union organizing.

16.10.2 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 Agreement is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. The City of Los Angeles will notify Contractor in writing about any redetermination by the City of Los Angeles 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 the non-coverage or exemption.

16.10.3 Compliance. If Contractor is not initially exempt from the LWO, Contractor will comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Commencement Date. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor will, 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 Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Agreement and Landlord shall be entitled to terminate this Agreement and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if the City of Los Angeles 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 Agreement. Nothing in this Agreement shall be construed to extend the time periods or limit the remedies provided in the LWO.

16.11 Service Contract Worker Retention Ordinance. This Agreement may be subject to the Service Contract Worker Retention Ordinance (“**SCWRO**”) (Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. A copy of Section 10.36 has been attached hereto for the convenience of the parties as Exhibit S. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety (90) day transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this

Agreement and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

16.12 Equal Benefits Ordinance.

16.12.1 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 the City of Los Angeles, including the 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 plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be 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.

16.12.2 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 an operating agreement 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) 847-2625."

16.12.3 The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Agreement by City. If Contractor fails to comply with the EBO, the City may cancel or terminate the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by the City. The 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 Los Angeles Administrative 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, the City may terminate the Agreement.

16.13 First Source Hiring Program for Airport Employers. 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 T and made a material term of this Agreement. Contractor shall be an “Airport

Employer” under the First Source Hiring Program.

16.14 Contractor Responsibility Program. Contractor shall comply with the provisions of the Contractor Responsibility Program adopted by the Board. The Executive Directives setting forth the rules, regulations, requirements and penalties of the Contractor Responsibility Program and the Pledge of Compliance Form is attached hereto as Exhibit U and incorporated herein by reference.

16.15 Laws, Rules and Regulations.

16.15.1 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.

16.15.2 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 CEO which are now in force or which may be hereafter adopted by the Board and/or the CEO with respect to the operation of the Airport, including, but not limited to, the Los Angeles International Airport rules and regulations.

16.15.3 Notwithstanding requirements of this Agreement, Contractor shall be responsible for ensuring that all operators of motor vehicles operated on Contractor’s behalf possess current, valid, and appropriate driver’s licenses.

16.15.4 If applicable, Contractor shall be responsible for requesting in writing City-issued identification (“ID”) badges for all employees who will have access to the Security Identification Display Areas on the Airport, as designated in the Airport’s security program. Each employee must complete the TSA mandated training program before an ID badge is issued. As part of the badging process, City will conduct background investigations, including fingerprinting of Contractor’s employee badge applicants. Contractor shall assist City as necessary to facilitate the badging process. Contractor shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignments or terminated from the employ of the Contractor or upon termination of this Agreement. Except as otherwise provided in Section 16.13, Contractor shall pay, or cause to be paid, to City such charges, as may be established from time to time, for the acquisition of ID badges, for lost or stolen ID badges, and for those badges not returned to City in accordance with this Section. City shall also have the right to audit Contractor’s compliance with security and ID badge rules and regulations.

16.15.5 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.

16.16 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 certificate to be revoked or suspended during the term hereof.

16.17 Alternative Fuel Vehicle Requirement Program. Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program. The rules, regulations and requirements of the Alternative Fuel Vehicle Program are attached as Exhibit V and made a material term of this Agreement.

16.18 Access and Accommodations. Contractor shall comply with the American with Disabilities Act, as amended, 42 U.S.C Section 12101 et seq., the Rehabilitations Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act and its implementing regulations and any subsequent amendments, and California Government Code Section 11135. Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability. Contractor shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services, and activities. Construction to be performed by Contractor under this Agreement shall be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40. Any subcontract entered into by Contractor for work to be performed under this Agreement must include an identical provision. Contractor shall be solely responsible for complying with any and all Laws regarding access, and shall be solely responsible for any and all damages caused by and/or penalties levied as a result of Contractor's noncompliance. Should Contractor fail to comply with this Section 16.16, 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.

16.19 Child Support Assignment Orders. Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by Contractor under this Agreement. Failure of Contractor or principal owner to cure the default within ninety (90) days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Agreement must include an identical provision.

16.20 Waiver. The waiver by either Party 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. The subsequent acceptance of any payment hereunder by City shall not be deemed to be a waiver of any preceding breach by Contractor of any term, covenant, or condition of this Agreement, regardless

of City's knowledge of such preceding breach at the time of acceptance of such payment.

16.21 City's Right to Contract With Others Regarding Agreement Rights. The rights granted hereunder by this Agreement are not exclusive in nature, and City specifically reserves the right to enter into similar additional agreements at the Airport, at any time.

16.22 Compliance with Los Angeles City Charter Section 470(c)(12).

16.22.1 Contractor, its subcontractors and their respective 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 twelve (12) month time period. Subcontractor's information included must be provided to Contractor within five (5) business days. Failure to comply may result in termination of contract or any other available legal remedies including 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.”

16.22.2 Contractor, its subcontractors and their respective 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.

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

16.24 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 Agreement.

16.25 Void Provisions. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision

of this Agreement, and all such other provisions shall remain in full force and effect.

16.26 Two Constructions. It is the intention of the Parties hereto that if any provision of this Agreement 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.

16.27 Laws of California. This Agreement shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate court located in Los Angeles County, California.

16.28 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.

16.29 Time. Time shall be of the essence in complying with the terms, conditions, and provisions of this Agreement.

16.30 Integration Clause. The Parties agree that there are no representations, inducements, promises, or agreements, orally or otherwise, that have been made by any Party, or anyone acting on behalf of any Party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. In the event that any provisions of the RFP or Contractor's Proposal are expressly referenced in this Agreement as being incorporated herein by such reference, then in the event of a conflict between such incorporated provisions and the other terms of this Agreement, the other terms of this Agreement shall control.

16.31 Amendment of Agreement. No alteration, modification or variation of the terms of this Agreement shall be valid unless made in writing as an amendment to this Agreement and signed by the Parties hereto.

16.32 Force Majeure. Except as otherwise provided in this Agreement, whenever a day is established in this Agreement on which, or a period of time, including a reasonable period of time, is designated within which, either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof may be extended by a period of time equal to the number of days on or during which such Party is prevented from the doing or completion of such act, matter or thing because of an act of God (e.g., pandemic (other than the currently known effects of the existing COVID-19 pandemic), earthquake, fire or flood) or by the act of public enemies of this state or of the United States (e.g., war, terrorism, riot or insurrection) (herein, an event of "**Force Majeure**"); provided, however, that nothing contained in this Section shall excuse Contractor from the prompt payment or remittance of any Gross Revenue, compensation, fees or other monetary charge required to be paid or remitted by Contractor hereunder, and provided, further that strikes or other labor disputes involving Contractor's personnel shall not be considered an event of Force Majeure. If Contractor shall claim a delay due to Force Majeure, Contractor must notify City in writing as soon as is reasonable under the circumstances, but not later than within one (1) business day of Contractor's obtaining knowledge of the claimed event of Force Majeure. Such notice must specify in reasonable detail

the cause or basis for claiming Force Majeure and the anticipated delay in Contractor's performance to the extent such anticipated delay is known to Contractor at the time such notice to City is required. If Contractor fails to provide such notice within said one (1) business day period, then no Force Majeure delay shall be deemed to have occurred. Delays due to events of Force Majeure shall only be recognized to the extent that such event actually prevents or delays the performance by such Party.

16.33 City Approvals. Following the execution and delivery of this Agreement, whenever this Agreement calls for a matter to be approved or disapproved by or on behalf of City, then the written approval, disapproval, or consent of the CEO within the legal authority of the CEO, subject to the approval of the Office of the City Attorney as to form, shall constitute the approval, disapproval, or consent of City; provided, however, if the approval or consent by City is in excess of the CEO's legal authority, then such matter shall be approved by the Board or the City Council (as is required). Following the execution and delivery of this Agreement, whenever this Agreement calls for a right to be exercised by or on behalf of City, then the written exercise of such right by the CEO within the legal authority of the CEO, subject to the approval of the Office of the City Attorney as to form, shall constitute the exercise of such right by City; provided, however, if the exercise of such right by City is in excess of the CEO's legal authority, then such matter shall be approved by the Board or City Council (as is required). Except as otherwise expressly set forth in this Agreement, with respect to any matter that is subject to the approval or consent of the CEO, Board, or the City Council, such approval or consent may be given or withheld in the CEO's, Board's, or City Council's sole and absolute discretion. Any approvals or consents required from or given by City under this Agreement shall be approvals of the City of Los Angeles Department of Airports acting as the owner and operator of the Airport, and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government and the right to enact, amend or repeal laws and ordinances, including, without limitation, those relating to zoning, land use, and building and safety. No approval or consent on behalf of City will be deemed binding upon City unless approved in writing as to form by the City Attorney.

16.34 Ordinance and Los Angeles Administrative Code Language Governs. 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.

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

16.36 Days. Unless otherwise specified, "days" shall mean calendar days.

16.37 Deprivation of Contractor's Rights. City shall not be liable to Contractor for any diminution or deprivation of Contractor's rights under this Agreement which may result from Contractor's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government

authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Contractor be entitled to terminate the whole or any portion of the Agreement by reason thereof.

16.38 Representations of Contractor. Contractor hereby makes the following representations and warranties, each of which is material and being relied upon by City, is true in all respects as of the date of this Agreement, and shall survive the expiration or termination of the Agreement. Contractor shall re-certify such representations to City periodically, upon City's written request.

16.38.1 Contractor is duly organized, validly existing and in good standing under the laws of the state of its organization, and is qualified to do business in the state of California, and the persons executing this Agreement on behalf of Contractor have the full right and authority to execute this Agreement on behalf of Contractor and to bind Contractor without the consent or approval of any other person or entity. Contractor has full power, capacity, authority and legal right to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement is a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

16.38.2 Contractor represents as of the date of this Agreement that the representations, warranties, covenants and assurances of Contractor contained in Contractor's proposal and in any financial statement or other materials provided by Contractor are true, correct and complete, and shall be deemed restated in full in this Agreement.

16.39 Parties In Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than City and Contractor, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement.

16.40 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.

16.41 Anti-trust Claims. Contractor understands that it may be subject to California Government Code Sections 4550–4554. If applicable, the Contractor offers and agrees that it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Contractor. Such assignment is made and becomes effective at the time the City tenders final payment to the Contractor.

16.42 Electronic Signature. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a Party with the intent to sign such record, including facsimile or e-mail signatures. All

executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered that had been signed using a handwritten signature. All Parties to this Agreement (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other Party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“**E-SIGN**”) and the California Uniform Electronic Transactions Act (“**UETA**”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

16.44 City Not In Breach. Under no circumstances shall City be deemed to be in default or breach of this Agreement unless City fails within a reasonable time to perform a material obligation required to be performed by City following receipt of written notice from Contractor of such alleged default or breach by City, which notice shall be specifically identified as a “Notice of Default” and shall specifically state in detail the nature of such alleged default or breach. For purposes of this Section 16.42, a reasonable time shall in no event be less than forty-five (45) days after receipt by City of such written notice of default or breach; provided however, that if the nature of City’s obligation is such that more than forty-five (45) days after such notice are reasonably required for its performance, then City shall not be in default or breach of this Agreement if performance is commenced within such forty-five (45) day period and thereafter diligently pursued to completion.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by CEO and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney


CITY OF LOS ANGELES

Date: _____

By: _____
Deputy/Assistant City Attorney

By: _____
Justin Erbacci
CEO
Department of Airports

9139249 CANADA INC,
a California corporation

By:  _____
Maxie Lafleur Jul 5, 2022 19:15 EDT
(Signature)
Maxie Lafleur
(Print Name and Title)


By:  _____
(Signature)
Wassim Karawani
(Print Name and Title)

EXHIBIT A

Commencement Date Memorandum

EXHIBIT A
COMMENCEMENT DATE MEMORANDUM

**OPERATION AND MANAGEMENT OF FLYAWAY SERVICE AT LOS ANGELES
INTERNATIONAL AIRPORT**

This Commencement Date Memorandum ("Memorandum") is dated as of _____, in connection with the Operation and Management of FlyAway Service at Los Angeles International Airport (the "Agreement") dated _____ between 9139249 CANADA INC. ("Operator") and THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation ("City"), acting by order of and through its Board of Airport Commissioners.

City and Operator hereby confirm that the Commencement Date of the Agreement is November 1, 2022, and the Expiration Date of the Agreement is October 31, 2027.

APPROVED AS TO FORM:
City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy/Assistant City Attorney

ATTEST:

[OPERATOR]

By: _____
(Signature)

By: _____
(Signature)

Print Name and Title

Print Name and Title

EXHIBIT B

Scope of Services

EXHIBIT B

Scope of Services

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1 OVERVIEW

Both the FlyAway Services Request for Proposal (RFP) and this Scope of Services are focused on desired business outcomes and not meant to be prescriptive in how Contractor achieves the City's business goals.

The Scope of Services outlines FlyAway Services' essential transportation service to LAX and the technology and data desired to maximize efficiency and address customer needs for the FlyAway Service.

1.1 FlyAway Program Technology Defined

For purpose of this Scope of Services, the term **Customer Centric Technology and Analytic Ability** is all technology, hardware, software, data, integration, interfaces and services to be provided by the Contractor which include but are not limited to the following:

- A customer-centric technology platform that provides booking, payment, real-time arrival information, and a customer feedback portal, i.e. The Customer Centric User Interface Technology
- A back-end client-facing data dashboard that provides dynamic updates on FlyAway operations with performance measures, performance monitoring and analytics, i.e. The Client Facing Performance Monitoring and Analytics
- Services performing fare analysis and fare program development
- Collection and reporting of customer insights

The Customer Centric User Interface Technology (CCIT) major components include but are not limited to the following:

- The provision of a customer-facing user-friendly platform for FlyAway customers that offers a consistent, seamless interface through various mobile devices, including iOS, Android, and Microsoft.
- CCIT to have the ability for passengers to buy and download tickets, reserve space or specific seats, get route information, track buses, enable customer loyalty program management, provide feedback and comments and other features that will help customers with their journey.
- ADA compliance and adhere to LAWA information security requirements.
- Capability to integrate with third parties (e.g. airlines) through an application programming interface (API) provided by the Contractor.

The Client Facing Performance Monitoring and Analytics (CPMA) major components include:

- Monitoring, tracking and reporting Key Performance Indicators
- Providing FlyAway information for planning and real-time operational information to monitor key performance indicators.
- CPMA fully integrates with systems used for fleet management, ticketing and sales, and revenue management, and provides customer information including trip planning, ticket purchase and service use of the CCIT.

1.2 Master Schedule Defined

The Master Schedule showing the timing, implementation, and delivery of the FlyAway products ("Master Schedule") shall be included in the Business Operations Plan.

1.3 Operational Management Requirements

Contractor must operate, manage and maintain the FlyAway service in accordance with the Business Operations Plan (BOP), and Contractor shall maintain the application(s), system(s), equipment, vehicle and facilities to the standards set by LAWA.

Contractor and LAWA agree to use Microsoft Teams for all collaboration, project management and information exchange.

1.4 Exceptional Service Provision

Contractor shall provide the highest level of professional, safe and efficient shuttle transportation services to the general public, including, without limitation, customers with disabilities as is available in similar circumstances.

1.5 Staffing Plan

Contractor must ensure appropriate personnel and staffing levels to fulfill the terms of the Agreement. The Staffing Plan in the BOP for the management and operation of FlyAway Shuttle Services should include, but not limited to, the following positions: General Manager, Operations Manager(s), Maintenance Manager(s), Maintenance Quality Assurance Inspector(s), Mechanics, Dispatchers, Supervisors, and other staff as appropriate.

At minimum the staffing plan shall include, but not be limited to the following:

General Manager – Responsible for overall program management and bus operations, including preparation and administration of budget and financial management, timely response to passenger complaints, performing data analysis, preparation of reports, recommending strategic initiatives and solutions for the FlyAway service, developing programming to support operator excellence, increasing ridership between employees, large venues and area businesses, and responding to LAWA management requests.

Operations Manager(s) – Responsible for operational service, including ensuring schedule adherence, vehicle supply for sufficient passenger capacity, reporting collisions and incidents, resolving passenger complaints, managing results of California Highway Patrol inspections, and managing the compilation of statistical data as required by LAWA.

Dispatcher/Supervisor on Duty – During operating hours, responsible for dispatching buses on each assigned shift and performing other related duties to ensure FlyAway services are delivered on-time, safe, efficient, and in a courteous manner.

Technology Manager(s) – Responsible for all technology functions including troubleshooting all technology-related issues such as computers (hardware, software, etc.), Customer Centric Technology and Analytics, Customer User Interface Application (CCIT), Client Facing Performance Monitoring and Analytics (CPMA), TAP, WiFi, cellular

connection, bus cameras, automatic vehicle locators (AVL), automated passenger counters (APC), emergency radios, etc. The Technology Manager shall be the contact person between the Contractor, LAWA personnel, and the various technology vendors. The Technology Manager must be available during regular service hours to ensure that all technology related systems (hardware, software, etc.) functions are monitored and maintained.

Contractor shall operate the FlyAway in accordance with staffing levels, schedules, training and budget approved by LAWA in the BOP, as may be modified from time to time by LAWA and incorporated as agreed to by Contractor. Staffing includes the responsibility to monitor late flight conditions and to provide additional coverage beyond the normal schedule to maintain the stated service levels at all times, including those periods of abnormal activity patterns. Staffing levels and schedules shall be described in the BOP and shall include a job description for each position and an organizational chart.

1.6 Asset Management, Technology and Facilities Maintenance

Contractor shall maintain and keep in a state of good repair the facilities and provide a high level of cleanliness of the FlyAway Facilities as directed by LAWA. Contractor shall perform routine, preventive, and at LAWA's direction, emergency maintenance, of the FlyAway Facilities and FlyAway Technology Solution to maintain 24 x 7 x 365, 100% perceived user uptime (guest and LAWA personnel). All maintenance activities, schedules, and standards shall be included in the BOP which shall be updated as necessary.

Contractor will be responsible for ensuring all applicable equipment, hardware, and software is correctly entered in the LAWA Information Technology Service Management (ITSM) software using the system access provided by LAWA and will provide an implementation plan in the BOP. Contractor and its subcontractors will only use the ITSM for incidents, problem, change management as further detailed in the BOP.

1.7 Cost Summary

Contractor must prepare and submit to LAWA for its review and approval a proposed annual budget, detailed by line item and by month, for each Year, which is subject to the approval of LAWA as provided in the Agreement.

The annual budget is essentially comprised of these components:

a.) Operations Management Fee

Contractor's management team salaries (exempt), corporate overhead and profit.

b.) Trip Fee

The Trip Fee should comprise the Contractor's variable service costs including wages, benefits and overhead for drivers, dispatchers, baggage handlers, cleaners, and fuelers, deadhead and layover time. It should also include fixed costs such as bus insurance, bus repairs, accident repairs, bus storage, and other transportation related expenses.

c.) Technology Management Fee

The Technology Management Fee comprises one-time and recurring expenses that Contractor requires to achieve LAWA's business objectives and maintain the highest Guest experience possible. Examples include, but are not limited to, software licensees,

hardware, development, integration, data hosting, security, maintenance, performance monitoring, etc.

d.) Reimbursable Costs

Cost of fuel (including alternative fuels), credit card transaction processing/merchant fees, Google API fees and qualified expenses for other miscellaneous items to be negotiated and approved by LAWA.

e.) Ridership increase and education initiatives

This fee consists of the Contractor's upfront compensation in relation to the launch of the new FlyAway service, the fixed and variable monthly compensation to increase the FlyAway ridership.

2 CUSTOMER-CENTRIC TECHNOLOGY AND ANALYTICS

The FlyAway Technology Solution (FTS) will include the Customer Centric and Client Focused Technology that tracks Key Performance Indicators, provides FlyAway information for planning and real-time operational information for the monitoring of performance indicators.

FTS will be integrated with software, hardware and systems to ensure products installed and used for fleet management, ticketing and sales and revenue management are fully integrated, seamless, and provide customer information including trip planning, ticket purchase and service use.

FTS consists of hardware, software and professional services to design, implement and maintain the system or systems to provide the functionality for CCIT and CPMA. The basic system includes trip planning, reservations, route information, tracking buses. FTS software ties data to performance monitoring data and reporting for customer and LAWA uses.

2.1 Customer Centric User Interface Application Technology (CCIT)

Contractor shall develop and provide a customer-facing user-friendly platform for FlyAway customers that offers a consistent, seamless interface through various mobile devices, including iOS, Android, and Microsoft. This automated platform or application shall include the ability for passengers to buy and download tickets, reserve space or specific seats, get route information, track buses, enable customer loyalty program management, provide feedback and comments and other features that will help customers with their journey. This platform must be ADA compliant and adhere to LAWA information security requirements. The platform shall have the capability to integrate with third parties (e.g. airlines) through an application programming interface (API) provided by the Contractor.

2.2 Trip Planning

The Contractor will provide customers with real-time FlyAway vehicle location and available capacity information through the CCIT application. The CCIT shall also include integration of real-time data feeds of other mobility offerings within the FlyAway service areas, including fixed-route operators that allows a user to input trip origin and receive multi-modal instructions/options to utilize the FlyAway to get to LAX. The Contractor will make real-time trip information and service alerts available through the General Transit Feed Specification (GTFS-RT) to be utilized by consumer trip planning apps, including but not limited to Google, Apple, Moovit and other transit apps.

2.3 Fare Analysis and Program Development

2.3.1 Fare Structure.

LAWA will set the one-way fare (a maximum per person one-way fare amount) and the monthly pass fare (a maximum monthly fare amount).

LAWA will collaborate with Contractor to develop and set fare structure. LAWA may require the development and offering of certain types of fares on a scheduled or ad hoc basis (e.g. discount, special fare, holiday fare, etc.).

Contractor shall be able to integrate all standard and ad hoc fare types and associated advertising into the Customer User Interface Application.

2.3.1.1 *Additional Fare Options.*

The Contractor may develop and offer additional fare options to encourage ridership and optimize operational efficiency (i.e. cost per rider), subject to LAWA approval.

The fare options may include but are not limited to any of the following elements:

- Monthly subscription or bulk trip purchase options
- Dynamic or peak/off-peak pricing
- Yield based pricing
- Fare classes (individual, group, family fare, or other options)
- Customer loyalty program
- Advanced purchase discounts

2.3.2 Fare Policy

Based on operating performance, the Contractor will revisit fare options on a bi-annual basis and propose any revisions to the fare structure and/or pricing ticketing model with LAWA.

2.4 Trip Booking and Ticket Sales

2.4.1 Ticket Sales

Contractor will sell passes, collect all revenue from FlyAway passes, establish and provide revenue control procedures. Contractor must provide, wherever possible, contactless transactions to facilitate remote, digital interactions. These services include, but are not limited to, the following:

- Payment services through a unified, secured e-pay portal
- Touchless ticketing sales and boarding
- Direct assistance services
- Program application, enrollment and sign-up services

All services that are offered online must be accessible to people with sensory disabilities, those with limited English proficiency, and individuals with limited online proficiency.

2.4.1.1 *Payment Methods*

Contractor shall offer contactless forms of payment via the technology platform, including Google Pay and Apple Pay, and accept debit and credit cards. All credit card transactions must be processed using the Contractor's credit card merchant processor, and deposited according to the terms of the Agreement to LAWA's designated bank account. Contractor will serve as the merchant of record.

2.4.1.2 *Optional / Future Offering: Point-Of-Sale Integration*

LAWA may request Contractor to facilitate point-of-sale integration to allow customers to book and pay for FlyAway tickets through 3rd party entities such as airlines, corporate travel systems, regional transportation providers, travel agents or websites, and hotels. Contractor will architect their technology solution in such a way as to easily facilitate such integrations and will be required to write, design, and provide an API to third parties when directed by LAWA.

2.4.1.3 *Verification of Passenger Eligibility.*

From time to time, LAWA may require Contractor to verify that passengers using the transportation services meet City's eligibility requirements for using such service fares. For example, proof of employment at Los Angeles International Airport prior to purchasing an employee priced fare. In the event that LAWA requires such verification, LAWA will establish the eligibility requirements (e.g. passengers showing proof of Security Badge Credential would be eligible to purchase employee priced fare), and also set verification protocol. The costs for additional personnel and equipment necessary for such periodic verification shall be approved in advance in writing by LAWA and paid for by City.

2.4.1.4 *Metro TAP Integration and Equipment*

Contractor shall incorporate Metro's Transit Access Pass ("TAP") program to ensure that passengers can use their TAP account to purchase FlyAway Bus fares and Contractor shall honor TAP cards as a form of payment for the FlyAway Bus fares. LAWA will work with the Contractor to determine best process for TAP integration with FlyAway service. LAWA may require Contractor to, or permit LAWA or an authorized third party to, purchase, install, maintain, and operate the TAP readers (e.g., Bus Mobile Validators) and related equipment (collectively, "**TAP Equipment**") on the FlyAway Buses and/or Stations to accept and process fares at no cost to Contractor, and Contractor shall cooperate with LAWA. LAWA will provide not less than thirty (30) days' written notice to Contractor prior to the scheduled installation of TAP Equipment on the FlyAway Buses and/or Stations. Contractor acknowledges Contractor holds no right, title, and interest in the TAP Equipment, and LAWA shall have the right to remove or replace the TAP Equipment at any time in its sole and absolute discretion. Implementation fees that exceed the scope of the original proposal will be managed through the BOP.

2.4.2 Booking and Reservations

Contractor shall provide a FlyAway booking platform. Contractor is required to offer a reservation platform to allow FlyAway riders to reserve a space on the bus – or specific seats – when purchasing their ticket. Contractor will enable access to the booking platform through customer service portals for guests without internet connectivity.

Contractor must provide a comprehensive reservation system that creates and manages new FlyAway products, increases net revenue per seat and a complete view of projected occupancy and yield management. Metrics must be provided that show month -to-month and year-over-year changes in the conversion of walk on guests to the Online Booking System. Metrics on a monthly and yearly basis will use ticket data and will include, but not be limited to:

- Net revenue per seat
- Net revenue per trip
- Net revenue per O&D passenger volume
- Net revenue per enplaned passenger
- Net revenue per transaction

LAWA will provide timely information to make such calculations to the extent they are not measured by Contractor from this Agreement.

Contractor will install and manage the Online Booking System through the CCIT that will include pricing, marketing and analysis for the term of the Agreement.

- The Online Booking System will be the system for reserving any LAWA FlyAway product. The purpose is to ensure a consistent interface for managing all LAWA FlyAway product inventory for revenue and delivering a consistent customer experience.
- The Online Booking System will interface with the LAWA's public website, www.flyLAX.com to enable the purchase of any LAWA FlyAway product.
- The Online Booking System is part of a large LAWA FlyAway Solution and will be integrated with all applicable subsystems of Contractor-provided FlyAway Solution as described in Contractor's work in progress and included a Technical Reference Architecture Diagram (TRAD) in the BOP.
-
- Contractor is responsible for the creation of the LAWA Data Lake in Amazon Web Services (AWS). This Data Lake will be based on standard AWS 'best practices' and AWS tools that are open source -based to avoid supplier and integrator lock -in. If necessary, Implementation fees that exceed the scope of the original proposal will be managed through the BOP. Requirements and timing will be directed through the change management process outlined in the Business Operations Plan. Ownership of work is defined in the Agreement.

Upon LAWA acceptance, it is understood that LAWA owns all customer and usage data collected and used by the LAWA FlyAway Online Booking System. Contractor may

request other uses for the customer and usage data that must be expressly authorized by LAWA or provided in the BOP. Contractor will continue to be responsible for the operation and maintenance of the Online Booking System throughout the Term, including, without limitation, remediating any defects and enforcing warranty claims with vendors.

2.4.3 Where's My Bus / Real-time Bus location System

Contractor will deliver the Customer User Interface Application Technology and the Client-Facing Performance Monitoring and Analytics Solution described herein, that will provide customer real-time, easily accessible and accurate "where's my bus" information. In addition, real-time accurate information will be available in the Client-Facing Performance Monitoring and Analytics Solutions for use in dashboard displays as well as performance reports.

2.5 Ticketing Revenue Control and Audit Plan

Contractor shall ensure charge and collection from persons utilizing the FlyAway are only such fares and charges as established or authorized by LAWA and that controls are in accordance with the BOP as submitted and approved by LAWA.

Contractor shall implement and maintain Payment Card Industry (PCI) Data Security Standards compliance, and provide a copy of its Attestation of Compliance to LAWA on an annual basis.

Contractor shall reconcile tickets sold and the respective fares received and shall certify in writing that all fares for the designated period have been remitted. The Contractor shall provide financial transaction reports as required by LAWA. The City of Los Angeles, or its duly authorized representatives, shall have the right of access and the right to examine and audit all records of the Contractor pertaining to the management and operation of the FlyAway Services as set forth in the Agreement.

3 Revenue Control; Collection of Gross Revenue and Audit Plan

Contractor will provide full and complete processing operating procedures for revenue control, collection of gross revenue and audit plan in the Business Operations Plan.

4 Client-Facing Performance Monitoring and Analytics Solution (CPMA)

Contractor will provide a client-facing, web-based performance data warehousing and analytics solution accessible through approved user authentication that provides real-time data visualizations and reporting, enables dynamic client-generated queries through a user-friendly interface, and allows exports of data on FlyAway service performance and usage of the Customer User Application described in the RFP, Agreement and the Scope of Services. Data integration will need to align with LAWA's implementation of the Mobility Data Specification (MDS).

4.1 Service Performance Metrics

Service performance should include trip level metrics, such as the trip distance, duration, schedule adherence, causation of service delays or disruption, and fuel consumption. The client-facing solution shall report on the key performance indicators (KPIs) on a recurring basis

without additional costs whether provided daily, weekly, monthly or as appropriate, including but not limited to the following:

- a. Ridership:
 - i. Ridership by stop/route/schedule
 - ii. Ridership by type. (Including: One time, repeat ridership, family, Group, or LAWA employee.)
- b. Demand:
 - i. Load factor
 - ii. Listing of the top origin/destination, location pairs (on-demand service)
- c. Reliability:
 - i. Service delays
 - ii. Late trips
 - iii. Missed trips
 - iv. Travel/Trip Times
 - v. Stop timestamps (arrival/departure)
 - vi. CCTA
- d. Safety:
 - i. # accidents
 - ii. # incidents
- e. Cost:
 - i. Net passenger cost / cost per passenger
 - ii. Cost per revenue mile
- f. Revenues:
 - i. Customer revenue distribution (fare type, product, geography)
- g. Bookings:
 - i. % sales pre-booked online
 - ii. % sales on app (if applicable)
 - iii. % of sales via TAP (as can be reasonably determined)
 - iv. Time of booking to service usage
 - v. Trip cancellation rates (for reservations on any service, or bookings on on-demand service)
 - vi. % sales through 3rd parties (airlines, hotels, online travel agency (OTAs)) and partnership agreements (if applicable)
- h. Customer Experience:
 - i. Customer complaints
 - a. ADA specific customer complaints must be annotated.
 - ii. Net promoter score (customer satisfaction)
 - iii. CCTA availability (outage)
- i. Operations:
 - i. Revenue miles
 - ii. Non-revenue (deadhead miles)
 - iii. Road calls per/100k miles
- j. Sustainability:
 - i. Reduced vehicle miles traveled (VMT) for employees
 - ii. Reduction in auto trips
 - iii. GHG emissions reduction

Contractor shall ensure the solution provides live connections with LAWA dashboards and service modules, both internal and external facing, and is customizable to incorporate additional operations and maintenance data, including a live fleet dashboard and vehicle asset inventory.

Contractor shall provide LAWA staff with adequate training to use the solution. LAWA staff training combined with ongoing client success support services is preferred.

Contractor will be required to comply with existing and future data standards that LAWA may adopt over the course of the contract at no additional cost to Contractor.

4.1.1 Report Information.

Reports shall be prepared and transmitted in accordance with the BOP, and contain the following information: on a daily basis, number of late and missed trips and the causes; on a monthly basis, number of late and missed trips and the causes and passenger counts by route and by fare type (i.e. adult, child who rode free of charge, FlyAway Employee Monthly Pass, Metrolink Monthly Pass, Metrolink TVM, Metro TAP and Metro TAP as reported by Metro TAP systems post-implementation, Metro EZ transit pass, and ADA), trip, day, month, departure times and travel times, revenue by route and by source (i.e. credit, debit, promise to pay, online, FlyAway Employee Monthly Pass, Metrolink Monthly Pass, Metrolink TVM, Metro TAP, and Metro EZ transit pass); on an annual basis, fleet information by route including vehicle identification numbers, equipment used, engine type, and fuel used. LAWA acknowledges that the following systems may not integrate into the CCIT in the initial scope: Metrolink Monthly Pass, Metrolink TVM, Metro TAP and Metro TAP. To the degree that Contractor has the ability to determine usage for these fare sources, LAWA will allow for a reasonable degree of error introduced by manual reporting processes. The form of these records shall be subject to the approval of LAWA.

4.2 The FlyAway Technology Solution (FTS) Standards

4.2.1 Queries and Reports

LAWA has standardized on Microsoft's Power BI tool for data analytics, visualization and simple reporting. Contractor must make data available for Power BI for all data analytics - reports, analysis and dashboards as defined in the BOP.

At LAWA's discretion other analytic tools may be implemented (AWS Athena, Redshift, QuickSight, etc.) at no cost to Contractor.

Contractor must ensure the capture and delivery of historical and real time net revenue information on a granular basis as defined in the BOP. Contractor agrees to ensure credit and debit card fees are paid when incurred. Contractor will provide LAWA the reports to allow LAWA to reconcile these fees. Possible examples include, but not limited to:

- LAWA FlyAway revenue and net revenue
- FlyAway revenue and net revenue by route or product
- By Route direction
- By fare type
- By FlyAway Product
- By span of time
- By comparison ("this month compared to last year at the same time...")
- And similar information at the discretion of LAWA stakeholders and LAWA.

4.2.2 Data Analysis / Export

As defined in the logical architecture documents to be provided by Contractor, Contractor will provide the data model and keep current all the objects and attributes that are provided by the Data Lake created by Contractor and their subcontractors.

4.2.3 Customer Experience (CX)

Contractor will track the LAWA Guest Experience through the implementation of Net Promoter Score (NPS) by LAWA persona and product offerings as defined in the BOP. This NPS score combined with other inputs as defined in the BOP will be used to determine the UX score on a monthly basis.

NPS will be used for both outward-facing Guest FlyAway experiences and inward-facing LAWA operational personnel experience assessment.

4.2.4 Mobility

Contractor must support mobile devices for both LAWA passengers and guests and LAWA personnel. Contractor will enable operational personnel to be mobile and operate throughout the LAWA campus and beyond to select off-airport locations (ConRac, Intermodal Facilities, Automated People Mover (APM), etc.) using normal communication technologies (3G, 4G, LTE, 5G, Wi-Fi).

Contractor must not require LAWA passengers and guests to download a Contractor-specific app on their mobile device or smart phone. Contractor must transparently enable the LAWA passenger or guest to purchase and manage any of the LAWA FlyAway products in a way that is most convenient and natural to the passenger or guest.

4.2.5 Automated Revenue Collection

LAWA wants to eliminate all manual efforts associated with revenue collection, auditing, monitoring and their reporting with this Agreement.

Contractor may enable the automation of financial information (revenue reporting etc.) of the FlyAway Solution to LAWA's SAP Financial System as defined in the BOP.

4.2.6 Integration Capability

LAWA will continually add and enhance the LAWA services and expects the Contractor to be an active part of this process to include the FlyAway solution. This will be done on a system-by-system manner to meet the current and future business needs. Individual projects will be negotiated with the Contractor as required.

Future examples could include changes to the FlyAway eco-system brought on by the adoption of autonomous vehicles, congestion -based pricing, and integration with the MDS.

4.2.7 Sustainability Tracking and Reporting

Contractor must support LAWA's effort to reduce GHG emissions. Contractor will support LAWA's efforts to identify benchmarks for LAWA's FlyAway program to measure the impact on LAWA sustainability initiatives. At LAWA's discretion, Contractor will implement initiatives by mutual agreement with Contractor.

4.2.8 Compliance and Support for Industry and De facto Standards

For the term of the Agreement, Contractor (and its subcontractors) are solely responsible for PCI compliance and on an annual basis will provide a certification letter as to this compliance from a certified PCI QSA.

Contractor (and its subcontractors) are solely responsible for compliance with applicable provisions of the California Consumer Privacy Act (CCPA) for personal information processed in providing LAWA FlyAway products and services.

In the event that requirements of the European Union General Data Protection Regulation (GDPR) apply to personal data processed through providing LAWA FlyAway products and services, Contractor (and its subcontractors) will comply with the applicable GDPR requirements.

LAWA will not take any action or fail to take any action that would result in Contractor (or its subcontractors) being in noncompliance with applicable provisions of legal or contractual requirements addressed by this Section 4.2.8.

On receipt of any consumer privacy request relating to the subject of this SOW, LAWA agrees to refer such request to Contractor in a timely manner to permit compliance with applicable privacy requirements.

4.2.9 Fraud

Contractor will establish procedures and processes to be further described in the BOP to mitigate any potential theft or fraud from customers and employees alike. Contractor must perform a risk assessment annually to identify any weak points in the revenue collections systems and provide improvements to address such weak points.

Contractor must ensure all staff scheduled to work is stationed at their designated position and must ensure there is no ghosting of positions or staff.

Additionally, any work provided by Contractor or its subcontractor must be verified and procedures must be implemented to ensure no double billing, billing for incomplete work, or other charges not warranted are not included in the monthly invoice to LAWA.

4.2.10 Solution Availability & Performance (Latency & Tech Refresh)

LAWA is a 24 x 7 x 365 operation and the expectation is for 100% perceived user availability. This does not mean the system or its components cannot go off line, it does mean such failures of Contractor's FlyAway Solution should not be perceived by passengers, guests, LAWA or its stakeholders to the extent reasonable.

Definition: 100% perceived user uptime is a design and operation where the LAWA guests and personnel of the FlyAway solution do not perceive if the system has gone off line. Contractor may have Maintenance and Security Update windows but the FlyAway solution is not brought off line to make changes or updates. Contractor's design and implementation must allow updates and patches to be installed on a continuous basis without impact on the system's overall functionality. When end -point devices are upgraded, revised or repaired, these would necessarily go off line and that specific function could not be perceived as 100%. Database upgrades, server OS upgrades, security patches, etc. must all performed in a manner where the Guests and LAWA personnel perceive no downtime and full functionality is maintained.

1. Contractor (and its subcontractors) must make reasonable commercial efforts to keep all software current - no more than one major release version behind what is currently in production (e.g., if the FlyAway solution is operating on version 1 and there are 3 software versions available from supplier, (v1.0, v2.0 and a just released v3.0.9), the FlyAway solution must be upgraded to version 3.0.9. If version 2.0 is the current FlyAway version, upgrading to v3.0 is optional).
 - a. Security patches will be applied timely and will address LAWA IMTG Cybersecurity concerns. LAWA will be notified of Issues related to timely security patch application to ensure LAWA cybersecurity concerns are addressed.
2. Demarcation (Demarc) for power and data: LAWA will be responsible for bringing and maintaining power and data to ticket booths outlined in the RFP and Agreement. Contractor is responsible for extending power and data to support their FlyAway solution within any given FlyAway ticket booth, kiosk vending machine, and/or system, from the LAWA power and data demarc point. The Contractor is responsible for procuring all internet service as required to facilitate the function of the FlyAway Technology Solution (including the booths).
3. Contractor must comply with policies and requirements as defined in the latest version of the LAWA Design Construction Handbook (DCH) unless given an exception by LAWA.
 - a. DCH: <https://www.lawa.org/en/lawa-businesses/lawa-documents-and-guidelines/lawa-design-and-construction-handbook>

4.2.11 Ownership of Work Products, Licenses and Data

Upon LAWA acceptance, Contractor shall grant City a non-exclusive, non-transferable, fully paid up license during the Term to use the CCTA and CPMA as integrated solution on the terms and conditions in the Agreement. Contractor shall retain all ownership rights in and to the CCTA and CPMA. Contractor will continue to be responsible for the operation and maintenance of FlyAway solution throughout the Term, including, without limitation, remediating any defects and enforcing warranty claims with vendors.

4.2.12 Integrations

Final diagram/specifications to be provided in the BOP. Right, title and interest to the integration platform (including associated software to be developed by Contractor) will be owned as defined in the Agreement. Any developed software will be non-exclusively licensed to City during the Term pursuant to terms of the Agreement. Approved Costs for the development of the integration will not exceed the (Integrations/Design and Launch) of Cost Summary and any additional costs to deliver the specified integration will be borne by Contractor.

4.2.13 Real-Time/Near Real Time Data Access

Contractor and its subcontractors will be responsible for the creation and maintenance of the FlyAway solution. All customer and usage data collected and created will be owned by LAWA. Contractor may create de-identified and/or anonymized versions of such customer and usage data. City shall own any such de-identified and/or anonymized versions of customer and usage data, and Contractor may request to use such data to be expressly authorized by LAWA or provided in the BOP. The AWS Data Lake must support real time/near real time access to any information required for operational or commercial transactions. Possible items to include, but are not limited to: Presenting LAWA concessionaire promotions to a passenger who has opted -in to a LAWA loyalty frequent parker reservation program.

All require real time access to data. Unless otherwise specified, all FlyAway collected and created data will be provided in real time to LAWA on a 24 x 365 basis as defined in the BOP.

- a. LAWA has standardized on Splunk Enterprise¹ and IT Service Intelligence² as the platform for all system Event monitoring. Contractor will ensure all systems send real time alerts to Splunk to enable transparency on overall system and subsystem status on an implementation timeline outlined in the BOP.

4.2.14 Guest Experience Data

As much as possible, Contractor will segment all LAWA FlyAway guests across the LAWA personas and show any migration from one persona to another. This categorization should enable the same FlyAway guest to participate in more than one LAWA persona depending on the trip type they are taking at the time. Contractor will provide definitions of FlyAway market segment and marketing data as defined in the BOP.

Contractor and/or its subcontractors will, by necessity, collect PII and PCI data from passengers and guests using the LAWA FlyAway solution. While the ownership of this data is LAWA's, the initial design (as defined by the TRAD) must ensure no PII data is transferred to LAWA's Data Lake. For both PCI and Privacy (CCPA, GDPR, etc.) considerations, Contractor and its subcontractors are solely responsible for applicable requirements relating to PCI and PII privacy and security under local, state, federal and international laws.

4.2.15 Service Management

Contractor must ensure a strong 'ownership -to -closure' culture when dealing with incidents, problems, changes, and projects associated with FlyAway. Unless LAWA determines otherwise, Contractor will always determine root cause for all ITSM problem tickets. This is critical to avoid repeating the same mistake.

Contractor is responsible for monitoring and the accuracy of the data feeding from each source within the FlyAway solution. Contractor will monitor the feed/flow and accuracy into LAWA's instance of the Splunk Information Technology Service Intelligence (ITSI) system on an implementation schedule outlined in the BOP.

LAWA has initiated an Information Technology Service Management (ITSM) program based on the international standard, Information Technology Infrastructure Library (ITIL, version 3) to improve how services are provided to all stakeholders across the airport. LAWA has implemented cloud -based ServiceNow products³ and designated Splunk Enterprise and IT Service Intelligence to be the Event platform for the airport's ITSM program.

Contractor must use these platforms for their FlyAway implementation at LAWA for all aspects of service management as defined in the BOP.

Contractor will focus on MTTR (Mean Time to Respond) and MTTRestore (Mean Time to Restore). By using the LAWA ITSM platform, Contractor's solution (CCTA, CPMA, vehicle and related components), MTTRestore will be tracked and improved year -over - year. In conjunction with the use of LAWA's ITSM, Contractor will do the following, on an implementation schedule outlined by the BOP:

1. Inventory of all relevant equipment, software, people, resources - all assets will be in LAWA's cloud -based ServiceNow Configuration Management Data Base (CMDB).
2. Locate all LAWA FlyAway assets with a reference to LAWA's GIS system (Aegis) in the LAWA ServiceNow CMDB. Contractor will use ArcGIS Collector to capture the location and ArcGIS Survey1234 to populate the needed data fields about 8 any end point device or resource.
3. Contractor will have access to the floor plans through digital download or network access and use ArcGIS Survey 123, photographing the object and the manufacturer's identification labels. On the survey form, provide the following:
 - a. Equipment location with latitude/longitude/elevation
 - b. Unique asset tag number
 - c. Populate data on the equipment per ServiceNow standards (equipment model, serial number, MAC address, service contact name, email, phone, and fax number)
 - d. Provide digital manuals and service instructions so that it can be linked to the asset tag and inserted into ServiceNow.

Additional information about assets must include:

- i. Lat/Long/Z (with accuracy within 10 feet if possible) this should allow plotting in GIS/map
 - ii. Street Address, Floor, and Room Number using standardized address, floor, and room numbers from LAWA's AeGIS that will be provided by LAWA.
 - iii. IP address
 - iv. MAC address
 - v. Contact information (name, phone number, email) if asset fails or becomes infected with a virus or other malware.
 - vi. Ability for Service Now to discover the OS version and hardware type and record it.
4. Contractor will use LAWA's cloud -based ServiceNow CMDB and will be the single source of truth for all assets.
 5. Contractor will ensure all system vents will be sent via Apigee to Splunk Enterprise / IT Service Intelligence.
 6. Contractor agrees all Service Requests (Incident, Problem, Change, etc.) from any FlyAway stakeholder (Contractor and Contractor's subcontractors) will be submitted only through the LAWA ITSM platform.
 7. Contractor must ensure ownership -to -closure, finding true root cause, identifying, eliminating repeating problems and incidents and the creation and capture of Net Promoter Scores (NPS) through LAWA's ITSM platform as defined in the BOP.

4.2.16 Support - Service Level Agreements (SLA)

Contractor understands when a problem occurs, the Mean Time to Respond (MTTR) is as defined in the BOP. Contractor will meet the FlyAway Solution (all system & subsystems) availability of 99.9% or better.

Possible examples include:

- MTTRRespond SLA requirements for the following systems will be defined in the BOP:
 - Components
 - Public facing dashboard
 - Splunk

MTTRRestore6 SLA requirements:

- Public facing dashboard
- FlyAway Ticketing Components including credit card processing.
- PGS & Digital Signage
- Splunk

4.3 Performance Failure-to-Perform Assessments – Deductions

The City shall have the right to assess performance deductions in the event of Contractor's nonperformance as delineated in Exhibit I, Service Level and Performance Standards and the BOP.

4.3.1 Additional Performance Requirements

Following ten (10) complaints or performance issues of a similar nature in any three-month period, City may develop additional reasonable performance requirements, with attendance performance assessments, to be included in the BOP.

4.4 Customer Insights and Digital Marketing

4.4.1 Customer Insights and Brand Awareness

Contractor shall collect, aggregate and assess customer insights on the FlyAway experience, existing brand loyalty, and general brand awareness of FlyAway among LAX passengers and employees to inform and make recommendations to LAWA.

Contractor shall provide periodically, but not less than twice a year, a summary of the FlyAway customer experience, including the existing brand footprint, key customer segments, and competitive differentiation opportunities to increase awareness and subsequent ridership, and to continually improve the customer experience.

To ensure continuous collection of customer insights, Contractor shall have the capability and resources to anonymize and aggregate customer feedback for LAWA through the Client-Facing Performance Monitoring and Analytics Solution, including the net promoter score, customer feedback collected through the customer service center, and ad-hoc trip surveys.

LAWA will exclusively own all new usage and customer data created or collected ("New Data") in Contractor's performance of the Scope of Services. All use, sharing, distribution or disclosure of New Data unrelated to performing the Agreement is restricted absent prior written approval of a use license. Notwithstanding the foregoing or anything to the contrary in this Scope of Services, Contractor may create anonymized and/or de-identified versions of New Data. City shall own any such anonymized and/or de-identified versions of New Data, and Contractor may use such anonymized and/or de-identified versions of New Data for their respective business purposes as expressly authorized by LAWA in writing or provided in the BOP.

4.4.2 Marketing

The Contractor shall have the capability and resources to enhance awareness of the FlyAway service and increase ridership. Key marketing activities will include the following:

- a. Targeted Digital Marketing: Based on the customer insights and targeted marketing approach, Contractor shall use their technology platform – and integrations with other digital portals – to promote the FlyAway service.
- b. Optional / Future Offering: Partnerships and Promotions: In concert with LAWA facilitation and approval, LAWA may require the Contractor to assist with the development and structure of incentive programs that would promote the use of FlyAway services, such as marketing and branding partnerships with various entities (such as CLEAR and Transportation Security Administration Pre-Check) and companies (airlines, hotels, transit and commuter rail, Online Travel Agencies, and others). Contractor will provide

the API for such integrations.

In addition to ongoing promotional partnerships, the Contractor may propose seasonal or special event promotions that increase FlyAway's service offerings and ridership. Any additional service offerings that result from the proposed partnerships will be evaluated based on their ridership potential, cost-effectiveness, and any cost-sharing with the proposed partner.

Contractor shall provide updates and available metrics on the success of targeted marketing efforts to LAWA on an annual basis, at minimum, alongside a review of aggregated customer feedback to continually assess the customer experience, and recommend proposed service and marketing adjustments simultaneously.

No signage, advertisement or marketing collateral shall be published without the prior written approval of LAWA.

4.4.3 Communications Collateral

Contractor shall have the capability and resources to develop digital communication materials to be posted on their software portals and distributed by LAWA using various types of media, including social media platforms, for dissemination of information, public notices, and real-time updates. All communications materials shall be submitted in advance for approval from LAWA.

5 Customer Service

Contractor shall provide 24-hour customer service, every day of the year, and a critical response portal, for riders and drivers that responds to collisions, safety incidents, lost items and citations.

Contractor shall maintain a customer complaint data management system that must be shared with LAWA staff to analyze feedback, complaints, and inquiries. At LAWA's discretion, LAWA may require Contractor's third-party integration of its customer data management system with LAWA's Data & Analytics Center of Excellence platform for Data Management Solution for a consolidated complaint management system.

5.1 Communications With LAWA

Contractor must make reasonable efforts to respond to inquiries from LAWA within one business day. LAWA inquiries may include, but are not limited to, requests for technical supports, consultation, pricing and work progress status.

Contractor must provide a local telephone number and an e-mail address(s) to accommodate such inquiries staffed by adequate qualified personnel to provide prompt, courteous, and informed answers to LAWA inquiries.

6 Service Analytics and New Market Development

Contractor will conduct service analysis, propose service enhancements, and develop new service delivery models and routes. Leveraging their technology platform and analytics capabilities, the Contractor will work collaboratively with LAWA to conduct periodic assessments

of existing service to optimize current operations, as well as identify potential new markets, services and routes. The Operator's proposals for new service shall be deemed "New Market Development Proposals." Operator may provide LAWA as many New Market Development Proposals as it wishes, but shall submit at least one yearly and can be tasked by LAWA to submit up to two (2) such proposals based on LAWA-specified locations or areas annually upon request of LAWA. New Market Development Proposals could include, but not be limited to any of the following:

6.1.1 Optimizing fixed-route operations:

Contractor shall assess existing FlyAway service and identify specific items to improve service and grow ridership around established service areas, as well as other recently served routes or potential new routes deemed to be viable for fixed-route service.

6.1.2 Providing on-demand service:

Contractor shall assess the use of on-demand service models to increase the number of people arriving at LAX in vehicles carrying multiple passengers. Contractor will possess experience collecting and assessing travel data and customer insights to propose recently served areas and/or new markets that could be served by on-demand service, and to build a recommended propose operating plan and business model for LAWA's consideration for implementation.

6.1.3 Exploring other services and modes

Contractor will identify other solutions that could add value to LAWA and the FlyAway brand, including strategies to offer seamless first/last mile connections to FlyAway service, and other direct airport connections that benefit passenger and employee travel to LAX.

7 MANAGEMENT AND OPERATION OF FIXED ROUTE, SCHEDULED FLYAWAY SHUTTLE SERVICES

Contractor shall have a comprehensive approach to acquire all the necessary logistical requirements and labor resources for an efficient shuttle bus operation to support the FlyAway routes to and from LAX. Contractor will:

- Use the technology solution(s) to manage and right-size operations based on real-time demand.
- Develop operational policies and procedures as will be required in Contractor's BOP. Standard operating procedures shall be included as part of the BOP.
- Plan, develop, implement, monitor, and evaluate performance measures/metrics to sustain efficient and effective operations.
- Provide advice and make recommendations to LAWA for more efficient operations.
- Track key performance indicators (KPIs), as outlined in this Scope of Services and the BOP requirements, and conduct analysis to ensure operations are meeting service requirements/demands and provide alternatives and options to achieve these requirements.
- Provide a comprehensive training program for delivering service for the FlyAway, including regular customer service, vehicle operation, passenger relations, ADA requirements, route and schedule orientation, and on-time performance before

permitting any driver or other public interacting employees to engage in any part of FlyAway operations. The Contractor shall also provide an ongoing safety program to ensure a safe operating environment.

7.1 Business and Operations Plan.

The Contractor's Business and Operations Plan (BOP) will be updated and submitted for LAWA approval at least annually. The BOP shall include the following:

7.1.1 Fleet Plan

The Fleet Plan for the FlyAway Bus Service Routes should be composed of vehicles providing a seating capacity, with luggage, to meet current demand with organic and targeted annual growth for each year of the Agreement.

Contractor shall furnish and replace when necessary the vehicles used for the shuttle vehicle transportation services contemplated by this Agreement in accordance with the BOP.

Contractor is responsible for fleet management, maintenance, repair, cleaning, washing and fueling all vehicles it provides for use in the shuttle transportation services, contemplated by this Agreement in accordance with the BOP. No facilities are available at the Airport for such purposes.

7.1.1.1 *Fleet vehicles*

Contractor shall provide no less than twenty six (26) tour buses (referred to collectively herein as "FlyAway Buses") and, in accordance with the Fleet Plan as described in the approved Business and Operations Plan, at all times during the contract term. All FlyAway Buses shall comply with applicable laws, rules and regulations as set forth in the Agreement, herein, and BOP.

Contractor acknowledges that Contractor or its subcontractors shall be the sole supplier of the vehicles and/or equipment necessary for effective and efficient FlyAway Bus Service.

7.1.1.2 *Supplemental Vehicles*

As set forth in the Agreement, LAWA, at its discretion may provide additional vehicles for sustainability initiatives (including electric and/or zero emission vehicles). Contractor must support LAWA's effort to address GHG and reduce emissions. Contractor will integrate additional vehicles into service for FlyAway service by mutual agreement.

7.1.1.3 *Vehicle Specifications*

All vehicles used for public FlyAway service must meet the following requirements and specifications:

- a. Vehicle Year and Mileage – New or used (100,000 miles or less and last four model year or newer) bus fleet must be procured by the

Contractor for this opportunity. Contractors shall determine the appropriate size and quantity of fleet for each route in operation.

- b. Americans with Disabilities Act ("ADA ") - readily accessible to and useable by individuals with disabilities, including individuals in wheelchairs, as set forth in 49 CFR § 38.23 and 49 CFR Part 38, Subpart G.
- c. Alternative-Fuel Vehicles - Contractor vehicles must comply with the LAX Alternative Fuel Vehicle Program.
- d. Bus Markings – All vehicles must be in accordance with the signage, color, FlyAway trademark and trade dress specifications. The exterior of all vehicles used in FlyAway passenger bus operations must be branded with the FlyAway trademark provided by LAWA. Contractor shall submit design to LAWA for review and approval.
- e. Each bus must have integrated sign displays to show distinct bus routes visible on both the front and passenger side of each vehicle. Signage should be legible from 50 feet away. Onboard signage must address the hearing impaired.
- f. Be equipped with a public address system and a heating and air conditioning system sufficient to maintain an interior temperature of not more than 72°F with a 92°F outside ambient temperature;
- g. Have A "No Smoking" sign posted and positioned so that it faces the passenger section of the vehicle;
- h. Meet all other requirements set forth in this Agreement, and the BOP.

7.1.1.4 Support Vehicles.

Contractor shall be solely responsible for providing any support vehicles (including, but not limited to, customer assistance vehicles and vehicles that are not used for carrying transit passengers) needed by Contractor to perform Contractor's duties under this Agreement.

7.1.1.5 Vehicle Technology Requirements

All vehicles will include requisite devices, hardware and software as needed to deliver the Customer User Interface Application Technology and the Client-Facing Performance Monitoring and Analytics Solution described herein and the Agreement, which may include mobile devices or tablets for integration with the technology platform, as well as Metro TAP validators or any other contactless payment validators.

7.1.1.6 Positioning System

All operating vehicles must be equipped with latest generation global positioning system (GPS) vehicle tracking devices and systems that are able to provide LAWA and the public with real-time trip and vehicle positioning updates. Tracking and monitoring shall be provided using the Customer User Interface Application Technology described in Section 2 and the Client-Facing Performance Monitoring and Analytics Solution described in Section 4. GPS technology will provide tracking for enhanced headway management and contain automatic passenger counting equipment.

7.1.1.7 Real-time in-vehicle data

The Contractor's fleet management and reporting systems shall include Automated Vehicle Location (AVL), Automated Passenger Counters (APC) and available seats/available capacity, incident/accident notifications, and a Video Security System (VSS). AVL, APC, and Estimated Arrival Time (ETA) information must be available in a reporting format that can be "published" onto LAWA's website, while also providing historical data for analytical purposes. The VSS shall use high resolution camera and data recording systems that cover both interior and exterior of buses, and video images shall be stored for a minimum of 30 days. APC shall be capable of providing passenger counts and related information with at least 98% accuracy.

Contractor will provide real-time Automated Vehicle Location (AVL), Automated Passenger Counters (APC), and Estimated Arrival Time (ETA) data exchange from in-vehicle devices to the Customer User Interface Application Technology and the Client-Facing Performance Monitoring and Analytics Solution described in Section 4 through a secure Application Programming Interface (API) and follow the standards that may be established by the Open Mobility Foundation.

The API shall support request rates to provide data at real-time or near real time to LAWA or its designee. This will allow LAWA and the public to view all LAX transportation services including but not limited to FlyAway and LAX Shuttle routes.

Contractor shall install necessary systems and equipment on all of its shuttle vehicles which would enable passengers to obtain real -time arrival times (i.e. via a smart phone application).

7.1.1.8 WiFi for patron use

All vehicles must be equipped with Wi-Fi for patron use. Wi-Fi connection shall include basic internet access with security authentication on a specified or customized LAWA splash page providing notice to the user stating the terms and consideration and inherent risks of internet service provided. Wi-Fi internet access shall be readily and easily available to support for typical Wi-Fi enabled (including smart) devices. Wi-Fi services must be reliable regardless of bus capacity or number of users accessing the internet at any given time. The wireless controllers must have the capacity to be managed remotely, if required by LAWA.

Contractor must provide both WIFI service and real-time FlyAway Bus arrival time service free of charge to FlyAway Bus Service passengers, and the costs and provision related thereto shall be the full responsibility of Contractor and are not eligible for any reimbursement from the City.

7.1.1.9 *Monitors*

Vehicles also may be equipped with monitors for programmable content, where appropriate for vehicle type.

7.1.1.10 *New Market Implementation*

New routes of 15 miles roundtrip or less should be serviced by EV/Zero Emission Vehicles and in accordance with the change in scope process outlined in the BOP, unless otherwise approved by LAWA and Contractor.

7.1.2 Transportation Operations Plan

Contractor shall maintain the Service Operation Schedule and Trips as provided in Exhibit L of the Agreement, and which is subject to change at the discretion of the Chief Executive Officer with no further action by the Board. The Transportation Plan must include processes and standard procedures for the following:

7.1.2.1 *Passenger Demand Responsive Plan*

Contractor shall provide FlyAway service that sufficiently and efficiently satisfies passenger demand throughout the day, seven days a week.

7.1.2.2 *Bus Maintenance, Repairs, Washing and Fueling Services*

Contractor shall schedule, perform and maintain sufficient records of all bus maintenance, repair, towing, fueling, cleaning, washing, fumigation and disinfection services to ensure good operating, safe vehicle conditions for all passengers. Contractor shall take full responsibility of providing adequate transportation services while other buses are under repair or out-of-service.

7.1.2.2.1 *Towing*

Contractor shall be responsible for towing of inoperable buses on airport property or public streets within a 1-hour response time window.

7.1.2.2.2 *Fueling*

Contractor shall provide fuel for all FlyAway Buses. Fuel cost for in-service vehicles are an eligible reimbursable expense. Contractor shall provide fuel reports in a format approved by LAWA as specified in the BOP.

7.1.2.3 City Inspection of Facilities and Equipment

City upon five (5) business day notice, may inspect Contractor's equipment, using its own personnel to ensure compliance with requirements specified in this Agreement and/or to determine if there is any defect that would present a hazard to the public health or safety.

7.2 Service Level and Performance Standards

Contractor will ensure it consistently conducts an operationally efficient, reliable, cost-effective service schedule and fleet plan that meet passenger demand and ensure the highest level of customer service and safety. Contractor will leverage the Client-Facing Performance Monitoring and Analytics Solution described in Section 4 to dynamically track operational and customer service issues and address proactively to continually improve FlyAway service.

Specific Service Level and Performance Standards are listed in Exhibit I. LAWA will work with the Contractor to refine performance measures as is needed, and will take into consideration factors outside of the Contractor's control when assessing penalties. The parties may modify these performance standards, as necessary, throughout the duration of the contract as outlined in the BOP change management process.

Contractor will develop a performance management plan to effectively monitor their progress on meeting or exceeding LAWA's stated performance standards.

7.3 Facilities Provided

LAWA authorizes Contractor to use facilities at Union Station Bus Terminal and Van Nuys Bus Terminal (hereinafter referred to collectively as "Bus Terminals "). Contractor is responsible for obtaining telephone and data service and providing all furnishings for Contractor's own use.

7.3.1 Facilities Maintenance Requirements.

Contractor agrees to utilize and maintain its facilities in the Bus Terminals in a clean, sanitary and orderly condition.

8 LAWA CYBERSECURITY & TECHNOLOGY DOCUMENTATION NEEDS

8.1 Cloud Security - Software as a Service (SaaS)

SaaS provides LAWA client the capability to use the provider's applications running on a cloud infrastructure. LAWA does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage with the possible exception of limited user - specific application configuration settings.

Additional security assessment, as mutually agreed by LAWA and Contractor, may be performed after remediation for verification purposes at the discretion of LAWA IMTG Information Security Office.

8.1.1 Cloud-based Solution for FlyAway

Contractor must provide a complete cloud -based solution that meets or surpasses the availability standards. FlyAway functions must continue without interruption for passengers, guests and LAWA operations personnel. Contractor must support a configuration that can continue to operate with no degradation in function for 2 hours if either access to the network or power is lost. Cut over to this operational mode (no network and/or power) must also be automatic (no manual intervention needed by Contractor or LAWA personnel) and transparent to passengers, guests and LAWA operational personnel.

Notification via LAWA's ITSM software must be initiated when entering this backup mode.

- a. Contractor must clearly identify which components of their solution need to be on the LAWA premises to support the continuous operation described above when power and / or network is lost.

Contractor will provide detail of the solution in the BOP.

8.1.2 Continuous Improvement

Contractor must show year -over -year performance improvements wherever commercially feasible. These can fall into categories covering cost reductions, net revenue increases, guest experience improvements or, ideally, all three. Possible examples include, but are not limited to:

- One-click reservations of any FlyAway product
- Gifting a FlyAway product (one time, monthly, yearly) to a colleague, spouse, child
- Time to make a payment via a pay-on-foot mechanism
- Time to find a 'bus' ("Where's my bus")
- Time from initial LAX pickup/drop off to last pickup/drop off
- Staff optimization - FTE per number of transactions per route

Contractor must provide a candidate list of items in the three categories (Cost Reduction, Net Revenue Increase and Guest Experience Improvements) for continuous improvement as part of the annual budgeting process and BOP updates.

Contractor and LAWA will review tools for the support of the continuous process improvement framework. LAWA will make the final decision on process improvement tools at no additional cost to Contractor.

8.1.3 Modular Product Architecture

Isolation of key components in Contractor's modular products architecture solution is critical. The ability to swap out components via an industry standard and open API interface is mandatory. Vendor lock -in will be avoided unless approved by LAWA. To document this, Contractor must provide a Technical Reference Architecture Diagram (TRAD) as part of their implementation and keep this document and corresponding

documentation updated and current. A 'work -in -progress' TRAD can be found in the BOP. This document must be completed prior to Commencement Date and is considered by LAWA a key deliverable from Contractor and its subcontractors. All technology stakeholders will be required to follow the TRAD.

8.1.4 Automation

Contractor must identify their automation initiatives on an annual basis as part of the budget process and BOP update. The same categories will be used for automation that were described above in Continuous Improvement - Cost Reduction, Net Revenue Increase and Guest Experience Improvement.

Automation initiatives must also include:

- a. How the business processes were identified for automation?
- b. What cost benefit analysis was performed to prioritize processes to be automated?
- c. How Contractor will re-skill and place employees that are affected by automation in new positions?

Contractor will provide innovative approaches that are focused on cost reduction, net revenue improvement and guest experience improvement year -over -year.

Contractor must incorporate security industry-accepted best practices and meet a standard of due care to support the security policy of LAWA and shall abide by the following needs.

8.2 Cyber Insurance

Contractor will provide cyber insurance as required by LAWA to cover any losses resulting from technology errors and omissions.

8.3 Security Controls

Contractor (or its subcontractor) is responsible for configuring security controls to provide individual accountability, audit ability, and separation of duties. Security controls must be consistent with industry best practices, including but not limited to the following:

- a. Authentication requirements for access to sensitive data and privileged functions.
- b. A process to ensure the latest operating system patches have been applied to all components.
- c. A process to ensure the latest security -related patches have been applied to all components.
- d. Run only services required to meet desired functionality (disable unused services).
- e. Identify and enable required TCP/UDP ports and disable other TCP/UDP ports when applicable.
- f. Log all security related events relating to the program including unauthorized attempts

to access privileged services.

- g. Proven, standard algorithms which are the strongest available at the time, shall be used as the basis for encryption technologies. These algorithms represent the actual cipher used for an approved application. Symmetric cryptosystem key lengths must be at least 128 bits. Asymmetric crypto-system keys must be of a length that yields equivalent strength.

8.4 Security Design & Review

- a. Contractor shall submit a network diagram for review by LAWA IMTG Information Security Office.
- b. Contractor shall submit an application data flow diagram for review by LAWA IMTG Information Security Office.
- c. Contractor shall be required to show that the network and/or application flow design conforms to security best practices.

8.5 Documentation

Contractor shall provide a security plan that includes, but is not limited to:

- a. An overview of the information system security posture.
- b. Technical details regarding information system implementation strategy, documentation or guidelines that vendor follows to implement and deliver the information system.
- c. Technical details regarding security strategy - patches applied, operating system hardening steps, services enabled/disabled, TCP/UDP ports opened/closed, authentication requirements, etc.
- d. Technical diagrams (physical and logical) of the implemented solution.
- e. Any deviations from the security best practices shall be documented by Contractor and must be approved by LAWA IMTG Information Security Office.

8.6 Security Assessment

Contractor shall conduct a security risk assessment (mutually acceptable recognized security standard) prior to deployment to ensure appropriate security controls have been designed and implemented. LAWA IMTG Information Security Office, or a third party representing LAWA, shall conduct a security risk assessment prior to final user acceptance, and annually.

8.7 Security Issue(s) Remediation

Provision for remediation of security issues as requested by LAWA:

- a. Contractor must immediately remediate vulnerabilities and high -priority security issues identified during a security review or assessment.
- b. Contractor must remediate high and medium risk level issues within a reasonable timeframe. If the remediation affects the functionality of the system, LAWA IMTG Information Security Office may grant an exception depending on the risk level or use other external security methods to mitigate the risk.

Additional security assessment may be performed after remediation for verification purposes at the discretion of LAWA IMTG Information Security Office.

8.8 Cloud Security - Software as a Service (SaaS)

SaaS provides LAWA client the capability to use the provider's applications running on a cloud infrastructure. LAWA does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage with the possible exception of limited user - specific application configuration settings.

Solution provider:

- a. Should support SAML 2.0 or ADFS to allow single sign on.
- b. Should be SSAE 16 SOC1/SOC2 or ISO 27001/27002 compliant on all hosting facilities; and provide compliance audit report semi-annually.
- c. Ability to provide regulations & compliance control solution.
- d. Ability to provide identity management solution (such as active directory Integration, Multi -Factor Authentication, single sign -on).
- e. Ability to provide data access control solution.
- f. Ability to detect and block unauthorized/malicious traffic on the network (such as botnet/malware, SQL injection, cross -site scripting, denial -of -service, etc.)
- g. Ability to provide data protection/encryption/segregation solution.
- h. Should support Amazon GuardDuty (or equivalent service on your Cloud solution)
 - a. <https://aws.amazon.com/quardduty/>
- i. Ability to provide anti -virus and patch management solution, with the ability to apply critical security patches on a Monthly basis
- j. Should perform penetration testing on a yearly basis by a certified, qualified industry - recognized 3rd party entity, approved jointly by Contractor and LAWA IMTG Information Security Office.
- k. Ability to provide key management solution.
- l. Ability to provide business continuity and disaster recovery solution (such as alternate site, backup/recovery procedure, recovery point objective, recovery time objective).

- m. Ability to provide security incident response solution.
- n. Ability to respond and provide immediate notification to LAWA on all security breaches, system failure, and network outages.
- o. Ability to provide LIVE application/data security feeds to LAWA.
- p. Ability to provide service level agreements on reliability, availability, performance, guest support, and penalties.
- q. Ability to provide data retrieve/removal solution when Agreement terminates.

8.9 Vendor -Hosted Systems Service Provider

Vendor -Hosted system services are those services where LAWA does not manage or control daily operations, application or system services, infrastructure, network, servers, operating systems, or storage.

Needs for Contractor vendor -hosted system services:

- a. Should follow industry best practice security standards when providing Industrial Control Systems.
- b. Should require PCI DSS compliance for any subcontractor dealing with payment cards and PII.
- c. Ability to provide regulations & compliance control solution.
- d. Ability to provide identity management solution (such as active directory Integration, Multi -Factor Authentication, single sign -on).
- e. Ability to provide data access control solution.
- f. Ability to detect and block unauthorized/malicious traffic on the network (such as botnet/malware, SQL injection, cross -site scripting, denial -of -service, etc.)
- g. Ability to provide data protection/encryption/segregation solution.
- h. Ability to provide anti -virus and patch management solution.
- i. Ability to provide key management solution
- j. Ability to provide business continuity and disaster recovery solution (such as alternate site, backup/recovery procedure, recovery point objective, recovery time objective).
- k. Ability to provide security incident response solution.
- l. Ability to response and provide immediate notification to LAWA on all security breaches, system failure, and network outages.

- m. Ability to provide LIVE application/data security feeds to LAWA Ability to provide service level agreements on reliability, availability, performance, Guest support, and penalties.
- n. Ability to provide data retrieve/removal solution when contract terminates.

9 LAWA INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)

9.1 Integration Support

- a. The solution should allow integration through Web Services (REST/SOAP), email, file (CSV, XLS, XML), LDAP, ODBC/JDBC, SSIS, PowerShell, SSH, and Java.
- b. The solution should provide access to all relevant data needed to evaluate day -to -day operations, and performance metrics. These metrics will be accessible via one of the following integration methods.
 - i. RESTful API
 - ii. Database connections. Supported databases include: DB2/Linux, Informix, MemSQL, MySQL, AWS Aurora, Microsoft SQL Server, Oracle, PostgreSQL, AWS RedShift, SAP SQL Anywhere, Sybase ASE, Sybase IQ, and Teradata.
 - iii. Syslog via TCP/UDP
 - iv. Output collected from scripts that can be run (i.e. PowerShell, *nix shell scripts)
- c. Contractor will provide a system integration diagram with LAWA monitoring and ITSM tools per the BOP

9.2 Product Features - IT Operations Management

- a. Contractor will allow LAWA to benchmark in scope applications and components key performance indicators (KPIs) and trends using LAWA ITSM tools.
- b. Where applicable (Data Lake), Contractor will include guided implementation/setup functionality based on best practices during deployment and provide documentation to LAWA.
- c. Contractor's solution will be integrated with LAWA ITSM and security tools to discover and map the relationships between IT components that comprise specific business services, even in dynamic, virtualized environments, and LAWA must continuously be able to monitor IT infrastructure for service -affecting changes and update service maps in real time.
- d. Contractor's solution integration with LAWA ITSM tools will not only automatically create actionable alerts from infrastructure events captured by LAWA monitoring tools, but must map alerts to configuration items and services and show a consolidated view of all service -impacting events. It should also integrate with ITSM to automatically create incidents and integrate with orchestration to provide automated remediation

options if applicable per the BOP

PART II – GENERAL REQUIREMENTS

Contractor will make every effort to ensure any employee responsible for decision making or providing information to LAWA is available during normal business hours. This applies to Contractor's account General Manager and all other applicable staff.

Contractor will always ensure a knowledgeable backup completely equal to the primary site and account General Manager is available at all times.

10 LAWA IT POLICIES, PROCESSES AND PROCEDURES

Contractor must perform all work in accordance to LAWA policies, processes and procedures. Contractor must comply and adhere to all LAWA IT standards, policies, procedures and business processes, to the degree that those systems interface with LAWA technology, including but not limited to:

- 1) Non -Disclosure Policy
- 2) Desktop Security Policy
- 3) Enterprise Change Management Policy
- 4) Internet & Email Acceptable Use Policy
- 5) Wireless Network Policy
- 6) Audit Vulnerability Scan Policy
- 7) Computer Acceptable Use Policy
- 8) System Outage process requirements

11 PROJECT MANAGER AND PROJECT MANAGEMENT

- a. During development/installation phases, Contractor must have a full time Project Manager assigned to this Project. It is desirable for the project manager to have obtained a PMI Project Management Professional (PMP) certification. The project manager should have experience managing projects of similar type and size. If requested by the LAWA project manager, Contractor's project manager should be available during normal LAWA hours and additional hours as requested in advance.
- b. Contractor must submit Project Management and Risk Plan twenty (20) calendar days after Notice to Proceed as defined in the BOP.
- c. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- d. Coordinate scheduling and timing of required administrative procedures and activities to avoid conflicts and to ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
 - i. Preparation of Contractor's implementation schedule.
 - ii. Preparation of the schedule of values.
 - iii. Manage all design, configuration, interface, testing, training, cutover and commissioning activities.

- iv. Delivery and processing of submittals.
 - v. Request for Information (RFI)
 - vi. Progress meetings.
 - vii. Project closeout activities.
- e. Contractor is responsible for all coordination of its work including all of the work of its subcontractors.
- f. Project Schedule: Contractor will bring to the Kick -Off Meeting a draft Project Schedule for discussion. A mutually agreed upon Project Schedule must be submitted no later than ten (10) working days after the Kick -Off Meeting. The Project Schedule must be in the form as requested by LAWA. Project Schedule must be approved prior to start of any work. Submit updated schedules as specified by LAWA at each regularly scheduled Project Meeting. Additional Project Schedule requirements:
- i. Provide a separate time bar for each significant installation activity with no activity greater than 14 calendar days. Within each time bar, indicate 15 estimated completion percentage. As work progresses the baseline schedule must delineate a contrasting mark in each bar to indicate actual completion.
 - ii. The Project Schedule must be in sufficient detail to show the sequence of activities required for complete performance of work.
 - iii. Contractor shall provide electronic copy of all initial, baselined and updated project schedules in MS Project 2016 to LAWA.
 - iv. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other installation activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically the critical work.
 - v. Indicate substantial completion in advance of the date established of Final Completion to allow time for LAWA's procedures necessary for certification of Substantial and Final Completion.
 - vi. Revise the schedule after each weekly project meeting, event, or activity where revisions have been recognized or made and as requested by LAWA. Issue the updated schedule weekly.
 - vii. Contractor must not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the Contract Completion Date. Since float time within the schedule is jointly owned, it is acknowledged that LAWA- caused delays on the Project may be offset by LAWA caused time savings (e.g., critical path submittals returned in less time than allowed by the Contract, approval Substitution which results in a savings of time to Contractor, etc.).

In such an event, Contractor will not be entitled to receive a time extension or delay liquidated damages until all LAWA caused time savings are exceeded and the Contract Completion Date is also exceeded.

- g) Project Management Plan is to include: List of key personnel and their roles and Equipment List (Bill of Materials), quantity, and Product Manufacturers' Data Sheets: Contractor's submittal(s) must include infrastructure components, wiring diagrams as applicable, all devices and components including servers and switches. Assemble complete submittal package into a single indexed binder with dividers enabling navigation to each item.

12 QUALITY ASSURANCE

Contractor must ensure that the highest quality of work is being performed by these professionals and subcontractors employed under this Agreement. LAWA will be notified of any change in subcontractor. LAWA reserves the right to request the removal and substitution of any personnel working under the contract for good reason and such request may be made at any time during the term of the Agreement.

13 CONTRACTOR RESPONSIBILITIES

- a. Contractor must submit the required insurance as specified Exhibit O and is responsible for keeping the insurance current at all times during the term of the Agreement. Failure to do so will result in outstanding invoices not being paid until Contractor's insurance is approved by LAWA's Risk Management Office. Allowing Contractor's insurance to lapse or not providing LAWA's Risk Management Office with current insurance documentation and renewals will negatively impact Contractor's performance record.
- b. If badged, Contractor's employees and/or subcontractors must comply with LAWA Security Badge Program and must obtain LAWA identification badges, at no cost to LAWA, immediately upon award of this Agreement in order to perform any services on LAWA's properties.
- c. Contractor is responsible for procuring and obtaining any necessary project permits as required by local, state, and federal agencies, and coordinating any required inspections with these agencies. Contractor is responsible for observing all regulations and ordinances of the City as they apply to any possible work on City streets, sidewalks and other rights-of-way, including implementation of traffic control systems during performance of Contractor's Work.
- d. Subcontracting is allowed and is required to meet the mandatory SBE Goal for this Agreement. However, in no case, will the use of Subcontractors relieve Contractor from any obligations and/or requirements set forth in this Agreement.
- e. Contractor agrees that LAWA's Trademarks and Trade Dress shall only be used during the performance of the contract services Contractor provides pursuant to the Agreement. This Agreement does not transfer any rights, title or interest in the LAWA Trademarks or Trade Dress to the Contractor.

EXHIBIT C

Request for Proposals

EXHIBIT C
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS
FOR
OPERATION AND MANAGEMENT OF
LAX FLYAWAY® SERVICE
FOR
LOS ANGELES WORLD AIRPORTS

Los Angeles World Airports (LAWA), a department of the City of Los Angeles (City), is seeking proposals from transportation providers for the operation and management of LAWA's FlyAway® service at Los Angeles International Airport (LAX). This procurement is intended to build off of FlyAway's legacy as an essential transportation service to LAX since 1975, and to harness the power of new technologies and customer service expectations to reimagine the FlyAway® service in the years to come.

Release Date	August 6, 2021
Due Date	November 4, 2021 2:00 PM Pacific Daylight Time Online submission through the following link: <u>Proposal Document Submittal</u>
Pre-proposal conference	August 17, 2021 10:00 AM to 11:30 PM Pacific Daylight Time Webex Video Conference Registration required through the following link: <u>LAX FlyAway® Pre-Proposal Registration</u>
Deadline for Virtual Networking:	August 30, 2021 2:00 PM Pacific Daylight Time Details in Section 2.2.2 Submission through the following link: <u>FlyAway Virtual Network Submission</u>
Deadline to submit all questions	August 30, 2021 2:00 PM Pacific Standard Time <u>FlyAwayRFP@lawa.org</u>
RFP Administrator	Renee Gonzalez-Fong <u>FlyAwayRFP@lawa.org</u>

Note: All communications regarding this Request for Proposals shall be directed in writing to the RFP Administrator listed above. Written communications may be made through email. Any proposer communicating with Los Angeles World Airports staff other than the RFP Administrator may be disqualified, and their proposal declared non-responsive.

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SECTION 1: THE OPPORTUNITY

1.1. Objective

Los Angeles World Airports (LAWA), a department of the City of Los Angeles (City), is seeking proposals from service providers for the operation and management of LAWA's FlyAway® service at Los Angeles International Airport (LAX).

LAWA envisions a service that transports more passengers and employees, is flexible to serve changing demands, and integrates state of the art technology to improve customer experience and operational efficiency in a cost-effective manner. As outlined in the Request for Information (RFI), issued in September 2020, LAWA is seeking a multi-disciplinary team to deliver the next generation of FlyAway® service., including expertise in transportation operations, technology provision and analytics. LAWA's goal through this Request for Proposals (RFP) is to award an Agreement to a qualified Proposer ('Successful Proposer') with a proven track record of providing excellent transportation operations and service management, including leveraging technology and data to maximize efficiency and address customer needs.

The Agreement will provide the Successful Proposer with a term of five years, projected to commence **May 1, 2022** (contract commencement date') and ending March 31, 2027.

Proposers seeking to participate in this competitive process should carefully read the Scope of Services described in **Exhibit A – Detailed Scope of Services**.

1.2. Background

The Los Angeles World Airports (LAWA) is the Department of Airports of the City of Los Angeles (City) established pursuant to Article XXIV, Section 238 of the City Charter. As a financially self-sufficient, proprietary department of the City, LAWA is under the management and control of a seven-member Board of Airport Commissioners (BOAC) appointed by the Los Angeles City Mayor and approved by the Los Angeles City Council. The Chief Executive Officer administers LAWA and reports to the BOAC. LAWA operates and maintains Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

As the agency responsible for the planning, design, and construction of passenger, cargo, and general aviation facilities in the City of Los Angeles, LAWA plays an indispensable role in expanding travel opportunities for the region, and in welcoming the world to Los Angeles. LAX was the third busiest airport in the world and moved more than 88 million passengers in 2019; it had the highest number of non-connecting trips of any airport worldwide, meaning connections to and from the surrounding region are paramount. The mission of the LAWA Mobility Strategic Plan is "to collaboratively develop and implement a holistic mobility strategy to move people and goods to, through and from LAX. By setting priorities toward a common vision, the unit shares transportation policies, projects, programs, and partnerships that create a high-quality mobility experience for all." The LAX FlyAway® is a hallmark of the LAWA [Mobility Strategic Plan](#). LAWA's desired goals and objectives for the service are outlined below.

A. DESCRIPTION OF LAX FLYAWAY® SERVICE

The FlyAway® bus network is a regional shuttle service to LAX managed by LAWA. FlyAway® customers include airport employees, tourists, business travelers, and residents on regularly scheduled routes that connect LAX terminals to terminus stations across Los Angeles. Commencing operations in 1975 with service to Van Nuys, the FlyAway® offers regularly scheduled round-trip bus service, seven days a week, between each terminal at LAX and specific locations in Los Angeles. Between 2006 and 2015, eight additional FlyAway® routes were created to Union Station, Westwood, Irvine, La Brea, Santa Monica, Hollywood, Orange Line, and Long Beach.

In January 2020, the FlyAway® consisted of four routes, including Van Nuys, Union Station, Hollywood, and Long Beach. In CY2019, those four routes carried a historic high of roughly 2 million passengers. Using an estimate that each private vehicle entering the airport carries 1.5 passengers, FlyAway® removed more than 1.3 million vehicles from the Central Terminal Area (CTA) roadways in CY 2019. Due to the impacts of COVID-19 on airport travel, FlyAway® service was suspended for Hollywood and Long Beach in 2020 and only the Van Nuys and Union Station routes remain in operation.

Current operator responsibilities include selling tickets, establishing and providing revenue control procedures, staffing the operation, deploying and maintaining an adequate vehicle fleet to meet trip schedules, ensuring customer service and safety. The Union Station and Van Nuys terminals have a staffed ticket kiosk and baggage porters operated by the vendor. By comparison, when the Hollywood and Long Beach routes were operating, all fare transactions and baggage loading were performed by the bus driver.

Historical FlyAway® operational data is listed in Exhibits D1-D4.

B. OPERATIONAL CONDITIONS**LAX CTA Construction and Traffic Conditions**

The FlyAway® program faces many challenges when it comes to shuttle bus service due to on-going landside improvement construction activities, which contributes to the traffic congestion at LAX, as well as regional traffic conditions and congestion that impact travel times. The Successful Proposer will be responsible for maintaining a consistent level of service, especially during peaks and abnormal traffic spikes (e.g. pre-holiday traffic, accidents, construction, etc.).

As LAWA seeks to expand FlyAway® service, there is an opportunity to rethink many aspects of service delivery and customer experience. Everything from operational capacity to vehicle configurations to flexible service provisions (both upscaling and downscaling the service to accommodate fluctuations in demand) are open for reconsideration as LAWA plans the next generation of FlyAway®.

1.3. FlyAway® Service Goals and Objectives

LAWA seeks a qualified partner to reimagine, innovate, and deliver FlyAway® service. LAWAs priority is to first improve the customer experience in a cost-effective manner on currently operated service. As demand grows and resources permit, LAWAs will collaborate with the Successful Proposer to increase ridership by adding new service, which may include additional fixed-routes or other innovative service models. LAWAs desired outcomes for the FlyAway® are the following:

1. Promote efficient connections to LAX: LAWAs is committed to delivering a suite of multi-modal transportation options that provide efficient, direct, and convenient connections from around the region to LAX. The FlyAway® presents a tremendous opportunity to increase the number of destinations that can be served by a direct airport connection, which can help to effectively reduce vehicle trips and congestion in and around LAX. The goals are to:

- Reduce dependence upon single-occupancy vehicle trips by LAX passengers and employees
- Reduce congestion within the CTA and on the surrounding roadway network
- Reduce greenhouse gas (GHG) emissions from ground transportation
- Reduce vehicle miles traveled of LAX passengers and employees

2. Provide excellent customer service: Putting the customer first is at the core of LAWAs desire to advance an improved FlyAway® service model. Whether the customer is a traveler or an employee, a key objective is to make FlyAway® convenient, intuitive, and responsive to fluctuations in travel demand. LAWAs believes that advanced technology will be essential to deliver a great customer experience, including offerings that provide the customer with reliable schedule information, fares, reservation and payment options, and a responsive platform to collect and respond to customer feedback. The Successful Proposer is expected to improve FlyAway® service to:

- Provide intuitive, accurate customer-facing travel information, booking, and payment options
- Provide a comfortable riding environment
- Allow for the timely, transparent, and sensitive resolution of rider concerns and questions

3. Employ innovative and flexible service models: LAWAs is eager to harness transportation innovations to develop flexible, adaptable, and performance-based models for FlyAway® service. The Successful Proposer will be expected to integrate new technologies, service offerings, and financing models to exceed baseline service requirements, and recommend additional services to bolster the FlyAway® program. The Successful Proposer is expected to:

- Provide demand-responsive opportunities to meet or exceed ridership demand and customer expectations
- Integrate technology offerings that provide LAWAs with capabilities to actively monitor and manage service performance in real-time
- Optimize operations and partnerships to reduce operating costs

While FlyAway® bus operations remain a core component of this RFP, LAW A is seeking an integrated team that can leverage technology to deliver a convenient and seamless traveler experience to LAX. The core service requirements in this RFP – beyond transportation operations – are the following:

- A customer-centric technology platform that provides booking, payment, real-time arrival information, and a customer feedback portal
- A back-end data dashboard that provides dynamic updates on FlyAway® operations
- Performing fare analysis and fare program development to incentivize ridership
- Collection and reporting of customer insights
- Developing targeted digital marketing strategies to attract and grow riders
- Identifying and implementing service optimization such as right sizing vehicles to fit customer demand providing more frequent service at peak times
- Identifying (and potentially implementing) new service models to expand the FlyAway® service to new markets

1.4. Scope and Business Requirements

A. CURRENT AGREEMENT

The operating agreement for the Van Nuys and Union Station Routes, expires July 10, 2022, but contains an early termination clause that can be exercised by LAW A.

The Successful Proposer is expected to commence services described in this RFP **May 1, 2022** (i.e. 'Contract Commencement Date'). The Successful Proposer will receive no less than 60 days' notice to commence service and will be determined by the terms of the Agreement and only after all required City approvals are secured.

Operational commencement dates for any additional or new/future shuttle routes may vary and are subject to negotiations.

B. GENERAL SCOPE OF SERVICES

The Successful Proposer from this RFP will be responsible for performing the following general scope of services. Proposers seeking to participate in this competitive process should carefully read the Scope of Services described in **Exhibit A – Detailed Scope of Services** as it pertains to two components:

1. Deliver customer-centric technology and analytics capabilities for demand-responsive operations

To leverage technology to deliver excellent FlyAway® customer experience, LAW A seeks a real-time, secure, and cloud-based performance measurement and analytics platform, which fully integrates ticketing, trip planning, vehicle and seat availability, as well as operational performance measurement capabilities. The technology platform should provide ticketing reservation and payment, real-time vehicle tracking and arrival information, and service performance information. Management tools

should include dynamic dashboards that allow LAWA and the Successful Proposer to evaluate service performance against weekly, monthly, and annual operational and financial goals. The Successful Proposer will use its technology platform to collect and aggregate customer insights to develop targeted digital marketing strategies to existing and future riders.

The Successful Proposer will be expected to use innovative transportation service models to optimize operations by conducting a fare analysis and proposing a set of fare programs that help to attract more riders; fares will ultimately be established by LAWA. The Successful Proposer shall also demonstrate their qualifications to deliver and operate innovative service models to support LAWA in identifying and developing future FlyAway® markets.

2. Manage and operate fixed-route FlyAway® service

LAWA is interested in optimizing its current fixed-route services at Van Nuys and Union Station. Given the high demand for these services LAWA anticipates that the Successful Proposer will continue offering fixed-route operations to these destinations. LAWA is seeking a comprehensive approach from the Successful Proposer to incorporate new, creative offerings to improve operations, increase ridership, and enhance the customer experience, as requested through the RFI process. This includes, but is not limited to, performance-based contracting and reporting, the opportunity to propose a flexible fleet to right-size operations based on demand, and working alongside the technology partner to propose new fare products, deliver booking and integrated payment options, and identifying and developing future FlyAway® markets.

The Successful Proposer from this RFP will be responsible for performing the detailed scope of work listed in **Exhibit A – Detailed Scope of Services**.

1.5. Proposer Qualifications

LAWA does not intend to limit the type of entity that may propose. Proposing entities may include individuals, corporations, partnerships, limited liability corporations or joint ventures. The Proposer, i.e., the proposing entity, should be the legal entity that will execute the Agreement. Such entity may be one that is newly created for the purpose of proposing on this opportunity.

The Successful Proposer need not have all the required skills and experience in-house, but is expected to assemble a team to provide the necessary skills and experience to fulfill all components within the RFP ("Proposal Team"). The Proposal Team may be assembled in a variety of ways, including through a joint venture, subcontracting, direct cost allocation, or other contracting approach suitable to the Proposal Team. It will be the entirety of the proposal team that will be evaluated and scored.

Definition of Proposer

The use of the term "Proposer," "Proposers," "Proposer Firm," "Proposer Firms," or "Proposal Team" in conjunction with this RFP is defined herein to mean, the requirement

applies to single-firm Primes and also to Joint Ventures or Partnerships where each firm of the Joint Venture or Partnership must provide the requested information.

“Successful Proposer” means the most qualified, responsive and responsible Proposer firm/entity selected as a result of this procurement.

Single-Firm Primes

Proposers may be single-firm Primes with subcontractors/subconsultants, in which case the Prime firm is the responder to this RFP.

Joint Ventures and Partnerships

Each firm of the joint venture or partnership must respond to all elements of the Administrative Requirements separately (including Vendor Identification Forms, City Ethics Commission etc.). A copy of each Joint Venture or Partnership agreement shall be included with the Part Two – Administrative Requirements. The firms must each submit a complete set to LAWA at the time the proposals are due.

Only one firm of the joint venture or partnership needs to meet or exceed each of the requirements specified in Part One – The Proposal in order to be further evaluated as a Proposer. It will be the entirety of the Part One – The Proposal submitted by the Proposal Team that will be evaluated and scored.

Subcontractors/Subconsultants

Subcontractors/Subconsultants information is to be provided with the proposal Part Two – Administrative Requirements.

SECTION 2: PROPOSAL REQUIREMENTS

2.1. Contents

In the written proposal, Proposers must include responses to all proposal items requested. Each Proposer must submit their proposal in two parts:

- a) Part One – Proposal Requirements
- b) Part Two – Administrative Requirements

Page Limits

Part One - The Proposal should not be more than **SEVENTY-FIVE (75) pages**, where page limits apply to the sections indicated.

The following sections are EXCLUDED from page limits: Financial Capability and Cost Proposals (Forms 2A through 2D). Proposers may submit supplemental information such as pictures, tables, figures, charts, etc. where indicated as an appendix and are not subject to the page limitations. Failure to follow page limits may prevent a proposal from being considered.

Part One – The Proposal must contain the following:

2.1.1 Cover Letter

The cover letter, which will be considered an integral part of the proposal, must be on official company letterhead, identify the Proposer's legal structure (refer to Section 1.6) and be signed by the person or persons who have legal authority to bind the firm in contractual matters with LAWA.

The cover letter must include the Proposer's name, address, telephone number, email address, primary and secondary contact for the office responding to this RFP.

If a partnership, state the full name, address and other occupation (if any) of each and every partner; whether he or she is full time or part time; whether each partner is a general or limited partner; and the proportionate share of the business owned by each partner. Provide a copy of the partnership agreement.

If a joint venture or limited liability company, state the names of the firms or individuals participating in the joint venture or limited liability company and the principal officers in each firm or names of the members of the limited liability company; and the proportionate share of the business owned by each joint venture, or the number of shares held by each member of the limited liability company. Include a copy of the joint venture agreement or limited liability company operating agreement.

If a corporation, state the full name and title of each of the corporate officers. Also, include a copy of the Articles of Incorporation and Bylaws.

If the Proposer is wholly owned by another entity, then provide sufficient information of the parent and upstream ownership entities for LAWA to understand the ultimate ownership and control.

In addition, the following must be included in the cover letter:

- Acknowledgement of receipt of all RFP addenda in the cover letter (**Failure to acknowledge receipt of all addenda may render the proposal non-responsive and subject to rejection**)

LAWA reserves the right to reject any proposal that contains an unsigned cover letter and/or submits incomplete documentation.

2.1.2 Table of Contents

Include a Table of Contents listing the various sections (separated by labeled tabs) included in the proposal in the order and manner (format) listed below. Identify any additional materials as an Attachment (e.g. exhibits, completed forms, information materials, etc.).

2.1.3 Executive Summary

The Executive Summary must include a brief statement of how the Proposer shall meet the scope requirements as set forth in this RFP document. Proposers must also include information that demonstrates the team's strengths, the Proposer's capacity to carry out the type of assignments described in the proposed scope of work, the Proposer's experience and expertise, and a statement about why the Proposer's proposal would be the best selection. **(2 pages maximum)**

2.1.4 Understanding of the Assignment

The Understanding of the Assignment should explain the Proposer's understanding and interpretation of the key goals and objectives of this RFP, including compliance with the various regulatory requirements associated with Operation and Management of LAX FlyAway® Service and their understanding of the organizational and logistical needs inherent in the scope of services. Areas not in this RFP, but which the Proposer believes are essential to the effective performance and completion of the required services should also be addressed. **(1 page maximum)**

2.1.5 Methodology and Approach

2.1.5.1 CUSTOMER-CENTRIC TECHNOLOGY AND ANALYTICS CAPABILITIES

Responses in this section should be in full and complete answer form, numbered consecutively, and with all requested information enclosed and all listed page limits honored. Each Proposer should, consistent with applicable page limits, provide as much information as necessary to effectively convey their proposed approach, and when applicable, provide any relevant additional information. **(25 pages maximum)**

The following sections of the Proposer's response to the RFP should provide LAWA with an understanding of the unique qualifications and capabilities of the Proposer to provide a customer-centric technology platform and incorporate fares, service, and market analytics to deliver exceptional customer service for current and future riders. Proposers must provide detailed information in response to the following:

A. Customer User Interface Application Technology

In this section, describe the technology platform to be used, including but not limited to, information on licensing terms, standards for security, maintenance, and client success support, and proposed features to deliver LAWA's desired capabilities. The Proposer should describe how the public will access and navigate the platform to buy and download tickets, reserve space or specific seats, get route information, track buses in real-time, participate in a customer loyalty program, submit feedback and comments forms, and other features that will help customers with their journey. For any custom development required to deliver the technology platform, the Proposer shall specify the timeline for development, testing, and launch. The Proposer shall also outline potential risk factors associated with the platform development and user experience, and how the Proposer will mitigate those risks. The Proposer should confirm the architect of the technology platform easily allows integrations and the Proposer's capability to write, design, and provide an API to integrate with third party systems.

B. Trip Planning

Proposer shall describe the integrations currently available – and programmed for near-term development – that would enable FlyAway® passengers to plan their journey, including with other mobility offerings, and receive real-time arrivals through existing consumer-facing trip planning apps, such as Google Transit, Apple Maps, and Moovit.

C. Fare Analysis and Program Development

Proposer shall describe fare analysis and fare programs developed and implemented for programs similar to the FlyAway®. The Proposer should outline its proposed fare options to encourage ridership and optimize operational efficiency. Proposer should confirm its capability to integrate all standard and ad hoc fare types and associated advertising into the Customer User Interface Application.

D. Trip Booking and Ticket Sales

Proposer shall describe how the Proposer will sell tickets, ensure control of ticket stock, collect revenue, address cashless versus cash transactions, if any, and conduct audits of financial operations. Details of associated technology integration(s) should be described.

1. Ticket Sales – Describe in detail how passengers will be able to purchase tickets, including where, how, and through whom such sales will occur (i.e., driver, sales staff, internet sales) and whether the process will vary between high demand and low demand periods. Describe any differences in the sales approach for trips starting at the FlyAway® stops when compared to those starting at LAX and, if sales are only conducted at the end of the trip, how passengers will be managed to secure payment.

Payment Methods - Specify all proposed payment methods to be accepted via the Customer User Interface Application Technology specified in Section I of Exhibit A. Define any technologies that will be used to process credit or debit card transactions and describe Proposer's plan for achieving and maintaining compliance with Payment Card Industry data and online security standards. Identify which brands of credit and debit cards will be accepted. Provide the annual credit card transaction processing costs that the Proposer plans to pass-thru for payment by LAWA. Include the percentage fee per transaction and distinguish fees applicable to in-person credit card transactions from those fees applicable to transactions conducted via the internet.

2. Booking and Reservations - LAWA requires the implementation of a reservation platform to allow FlyAway® riders to reserve seats in advance. Proposers shall describe the recommended platform to be deployed and their experience implementing and delivering successful, similar operations with this platform elsewhere. Proposers should outline their plan to balance pre-reserved tickets with walk-up passengers, and their approach to offering changeable, cancellable/refundable tickets, which may include provisions such as flight delay protection, or non-cancellable/non-refundable. Proposers should outline associated costs for the reservation platform in the cost proposal. Include a description of Proposer's proposed booking platform for the FlyAway® service and where else it has been successfully implemented.
3. Metro TAP Integration and Equipment – Proposer should detail how they will integrate with the Transit Access Pass (TAP) program administered by the Los Angeles County Metropolitan Transportation Authority (Metro). If applicable, the Proposer will outline their integration plan for TAPForce, the cloud-based platform for TAP, that would allow ticketing integration between TAP and the FlyAway®.
4. Optional/Future Offering: Point-of-Sale Integration – If applicable, outline Proposer's approach to facilitate point-of-sale integration to allow customers to book and pay for tickets through 3rd party entities, which in the future could include airlines, corporate travel systems, regional transportation providers, travel agents or websites, and hotels. Specify current capabilities of Proposer to offer point-of-sale integration, including API development, along with anticipated development plans to provide this feature at a future date (specifying the timeline where appropriate). A Proposer that can demonstrate qualifications and capabilities with point-of-sale integration in the proposal will receive favorable consideration in this section.

E. Revenue Control and Audit Plan

1. Describe Proposer's revenue control management procedure, reporting, frequency, and description of how performance monitoring and auditing results will be reported to LAWA.
2. Describe what systems, mechanisms and procedures will be used to accept, record, and settle payments. Describe the Proposer's reporting and disclosure processes to LAWA.

3. Describe Proposer's auditing methods and procedures.
4. Describe the processes Proposer will establish to allow LAWA to easily audit sales, revenue collection, passenger counts, and other related audit items.

F. Client-Facing Performance Monitoring and Analytics Solution

Proposer shall describe the proposed performance monitoring and analytics solution, including licensing terms, standards for security, maintenance, interoperability with open-source systems that LAWA has currently deployed, including Power BI, training and client success support services, and other proposed features. Describe your methods to obtain and report the KPIs described in Section I of Exhibit A. Proposer shall articulate where the proposed solution is currently deployed, and reference examples of the dynamic reporting capabilities. For any custom development required to deliver the proposed solution, the Proposer shall specify the timeline for development, testing, and launch.

G. Customer Service

1. Customer Service Track Record
Provide evidence of a successful track record in customer service.
2. 24-hour Customer Service
Describe the means and methods to providing 24-hour customer service and timeliness that responses will be provided. Proposer should describe processes for handling operational issues (e.g. late bus, lost luggage) and general constituent complaints (e.g. poor bus condition), if different. For any custom development required to deliver the 24-hour critical/emergency response portal, the Proposer shall specify the timeline for development, testing, and launch.
3. Customer Notifications
Describe how Proposer staff will communicate to public passengers of any delayed service and what mechanism will be used to disseminate information (i.e., alerts, notifications, etc.).
4. Complaint Handling
Describe what mechanisms and procedures will be used (1) to accept, record, disclose to LAWA, and resolve customer complaints (2) to track and record other customer comments and suggestions and (3) to monitor online and/or mobile reviews of FlyAway® service.

H. Customer Insights and Digital Marketing

The Proposer shall describe their methodology and approach, in marketing and communicating the FlyAway® brand and current and new service offerings to increase awareness and ridership. The Proposer shall provide their proposed approach to using the Customer User Interface Technology Application to effectively market and promote the FlyAway®.

1. Customer Insights and Brand Awareness – The Proposer shall describe their related experience, as well as outline their process and key data sources to obtain, support and use customer insights and brand awareness on the FlyAway®.
2. Digital Marketing – Describe the methods Proposer has deployed to promote service awareness and increase ridership, including approach to collecting customer feedback and developing a continuous improvement process to enhance the customer experience.
3. Communications Collateral – Describe the Proposer’s experience developing digital communication materials and leveraging the Proposer’s technology application for dissemination of information, public notices, and real-time updates.
4. Partnerships and Promotions (Optional) - A Proposer that can demonstrate qualifications and capabilities with partnerships and promotions, including recommendations for creative partnerships, user application integration, and digital promotional opportunities for the FlyAway®, will receive favorable consideration in this section.

I. Service Analytics and New Market Development

In this section, the Proposer shall describe their capabilities and approach to developing, implementing, and sustaining new FlyAway® routes and service standards. The Proposer shall demonstrate capabilities and experience with leveraging their technology platform and analytics capabilities to assess customer information and travel data to identify high-potential service areas, as well as developing operating plans and business models that substantiate an investment in this new service. The Proposer shall demonstrate capabilities and experience with delivering new transportation models, including on-demand services like microtransit, to serve similar passenger markets that would be anticipated from the FlyAway®.

2.1.5.2 MANAGEMENT AND OPERATION OF FIXED ROUTE, SCHEDULED SHUTTLE SERVICES – Union Station and Van Nuys

Responses in this section should be in full and complete answer form, numbered consecutively, and with all requested information enclosed and all listed page limits honored. Each Proposer should, consistent with applicable page limits, provide as much information as necessary to properly convey its plans, and when applicable, provide any relevant additional information. **(25 pages maximum)**

The following sections of the Proposer’s response to the RFP should provide LAWA with an understanding of the initiatives and capabilities of the Proposer to improve and sustain transportation service standards on the fixed routes to Van Nuys and Union Station. Proposers must provide detailed information in response to the following:

A. Fleet Plan

This section of the Proposer's response to the RFP should provide LAWA with an understanding of the Proposer's commitment to deploy a suitable Fleet Plan. Proposers have the option to purchase or lease buses that can provide the most financial sense for LAWA.

1. Fleet Description

Specifically identify vehicles available for and dedicated to the fleet, by Service Route, including information regarding specific vehicle types, model, number, capacity, type of fuel used, age, condition of vehicles to be used, and amortization schedule.

State whether the proposed fleet is comprised of vehicles already under the Proposer's control, and approach to procure additional vehicles required to successfully meet or exceed demand for the service.

Describe how the proposed fleet can achieve demand-responsive operations that maximizes customer responsiveness while ensuring operational efficiency.

Describe how the age and condition will minimize service interruptions due to vehicle breakdowns.

2. ADA Compliance

Describe how the proposed fleet will comply with the Americans with Disabilities Act (ADA).

3. LAX Alternative Fuel Requirement Program

LAWA strongly desires a fleet that minimizes environmental impacts. Describe how the fleet meets or exceeds the "LAX Alternative Fuel Vehicle Requirement Program" (*Exhibit C*). Although a zero-emission fleet is not required, describe your ability to conduct assessments on routes capable of being serviced by a zero-emission fleet (i.e. range, fueling, maintenance, supply, etc.).

4. Fleet Quantity

Demonstrate the quantity of the proposed fleet is sufficient to meet operating schedule requirements of the Service Route, including calculations to derive the number of buses needed to cover periods of scheduled maintenance, unanticipated mechanical problems or accidents, peak load requirements, traffic conditions, and targeted growth in ridership. Describe how your fleet vehicle mix, passenger capacities and quantity, will address demand responsiveness.

5. Fleet Maintenance

Describe the maintenance plan for the fleet. Include a description of the vehicle maintenance plan for both scheduled and unscheduled maintenance, and identify where maintenance is to be performed and what parties will perform maintenance.

6. Customer Amenities

Describe the customer amenities available and how the condition and amenities of the proposed fleet will be well received by passengers.

7. Vehicle Technology and Bus Tracking System

Describe the vehicle technology used and how you will comply with the vehicle technology requirements.

Describe the GPS vehicle tracking system to be deployed that will enable passengers to easily obtain, accurate and reliable, real-time FlyAway® bus information, including, but not limited to (a) next bus arrival time; (b) available seats/available capacity; and (c) incident/accident notifications.

Based on the proposed technology platform outlined in Section 2.1.5.1, specify what other hardware requirements (such as tablets or mobile devices) that may be required on board the vehicles.

B. Transportation Management and Operations

This section of the Proposer's response to the RFP should provide LAWA with an understanding of the Proposer's plans for successfully managing and operating the service while seeking to continually improve customer service standards.

The Proposal must include:

1. Operating Plan

Describe how the Proposer will ensure the optimization of operational efficiencies and meet passenger demand. Include Proposer's plan for ensuring adherence to the proposed schedules. Describe in detail the proposed level of transportation service (i.e. headways, bus deployment schedule, etc.), on a daily basis, and include any variations in service for hours of the day, days of the week, peak and seasonal periods, and holidays. Describe the operating procedures to eliminate or reduce overloads. Also, include Proposer's estimated annual transportation service hours. Provide a Shuttle Bus Schedule and complete Form 1A and 1B – Proposed Transportation Plan by providing not-to-exceed monthly transportation hours, per route, per shift.

Describe how the Proposer's fleet will be dispatched so that passengers receive regular, consistent service, headways are maintained and operational inefficiencies are minimized. Include a statement whether the dispatching system will be automated or manual, or a hybrid approach to fleet dispatch.

2. Employee/Driver Training Program

Describe how staff will be trained for all aspects of the operation (this includes employee discipline) including but not limited to properly licensing bus drivers. Describe the content of the employee training program and refresher program (for existing drivers), particularly in regard to ADA requirements (such as wheelchair-lift operations) and how the Proposer will maintain driver awareness and provide a continual training program directed towards the needs of disabled passengers in compliance with the ADA. Include a description of the customer service training provided to employees.

Identify services where the Proposer's proposed driver training and customer service training program is already in use.

3. Emergency Response Plan

Describe the Emergency Response Plan that will be used in the event of emergencies and potential security threats. Provide and describe escalation procedures for emergencies (e.g. breakdown of buses, fire/life/safety incidents, hazardous waste, earthquake, and other security threats).

4. Staff Scheduling

Describe how staff schedules are constructed to ensure service coverage, deal with absenteeism, emergencies, and minimize driver fatigue.

5. Transition Plan

Describe how the Proposer will deal with any transition issues at service commencement, including a description of other services where transitions have been managed.

In addition, the evaluation panel work and deliberations will be informed by information provided by the Proposer demonstrating and/or discussing the following:

6. Workforce Motivation and Customer Service

Describe what mechanisms the Proposer will use to motivate employees (employee initiatives/incentives) to establish and maintain a work force focused in providing a high level of customer service. Provide evidence of a successful track record in customer service.

7. Operational Initiatives

What operational procedures and other initiatives the Proposer will employ to minimize passenger wait times, increase service levels, and maximize the efficient passenger transportation. Describe how the Proposer will communicate to LAWA and passengers to ensure regular, consistent service, and schedule are maintained and operational inefficiencies are minimized.

Describe your utilization and incorporation of technology, new innovative capabilities, and operational initiatives to improve the customer experience.

8. New Market Development

Proposer should describe its operational fleet and personnel resources and capabilities to respond to new service and new market development.

9. Additional Services, Amenities or Enhancements

Proposer should include and describe any additional services, amenities, or enhancements it could provide and implement to improve the efficiency of FlyAway® operations and the customer experience.

C. Staffing Plan

Complete the Operations Staffing Plan as provided in **Form 1A and 1B – Proposed Staffing Plan** by providing information on the following positions: management and office staff, transportation staff (e.g., operations managers, maintenance managers,

supervisors, drivers, etc.), on-site customer service representatives, and other staff as appropriate.

In addition, Proposer should provide sufficient information to demonstrate the following:

- Operation Supervision. Provide the plan for 24/7 supervision of the operation, including staffing levels, position descriptions and minimum qualifications for supervisory personnel. Detail what role the dispatcher and supervisor will have in controlling bus routes and timely service.
- How staff schedules are constructed to ensure service coverage, deal with absenteeism, and minimize driver fatigue.
- How the Proposer will deal with any transition issues at service commencement, and ensure compliance with the City of Los Angeles Worker Retention Ordinance.

2.1.6 Team Organization (2 pages maximum)

Organizational Chart and Proposer/Proposal Team Identification

Submit a project organizational chart identifying the Account Representative and key staff and note which area(s) of the scope of work they will be associated with. Include the following information on the chart:

- a. Provide names and titles of individuals who will be involved in this project (with company affiliation). Show the hierarchy of the chain of command, starting with corporate structure responsible for overall management of the contract, a regional director (if applicable), and local management staff starting with the General Manager and its subordinate staff responsible for the day-to-day management and operations of the scope of services described in this RFP.
- b. Provide a responsibility matrix indicating the reporting structure and task responsibilities of each member of the project team. Include a description of each management and staff positions, work schedules and specific work locations.

2.1.7 Team Experience (10 pages maximum)

LAWA seeks a holistic and integrated team that has the experience and capabilities to operate current services, deliver a customer-centric technology platform and analytics capabilities, identify and implement new routes and/or markets, generate customer insights, brand awareness, develop a marketing plan and communications collateral, and create new partnerships to increase ridership.

Proposers shall address the experience of its team in providing services similar to those proposed in this RFP.

A. Proposer/Proposal Team Description

Provide a narrative describing the Proposer/Proposal Team:

- a. Identify Proposer's years of experience, number of staff, location of staff and/or offices (including location of the headquarters office and any local offices), telephone number, fax number, and e-mail address.
- b. Identify the names of all general partners or owner(s) of your firm, their titles, office location, telephone number, fax number, and e-mail address.
- c. List key clients and other information relevant to the proposed scope of work.

B. Experience

Proposers should provide LAWA with an understanding of the Proposer's capability and experience to operate, provide and manage the services covered by this RFP.

The Proposer must bring the following experience to their consolidated team:

1. Transportation Operations and Services

The Proposer should describe its experience and capability to provide transportation services and the required infrastructure to support the operations on a timely basis, its history and experience with successfully transitioning operations that were subject to employee retention and labor harmony policies (including a description of other services where transitions have been managed). Proposers should also describe how it has successfully eliminated, if not, minimized transportation operational inefficiencies (such as headway variances, missed schedule, bus capacity shortages, staffing, reporting requirements, facility issues, safety and security, etc.) when operating services similar to the opportunity described in this RFP, including examples of recent experience. Proposer should provide evidence of how these mitigations have led to a successful track record in the area of customer service, include any system, tools, policies and procedures, or any program(s) implemented to improve the 'guest experience'; specifically, addressing customer complaints.

2. Booking and Ticket Sales

Describe the Proposer's experience in booking and ticketing, including experience with contactless payment and point-of-sale integration, handling of cash and credit cards, and providing audit control of funds collected on behalf of Proposer's clients.

3. Data Collection, Technology Provision, and Market Analytics

Describe the Proposer's experience developing technology applications for transportation services like the FlyAway®, leveraging data analytics to dynamically manage service operations, provide real-time information and integrated trip planning options to customers, and identify and deliver new service markets. The Proposer shall describe unique tools, software, and service models that contribute to their experience and provide examples of relevant service offerings. The Proposer shall also specify how they have developed

efficiencies in their product development, maintenance, reporting, and business decision-making that will provide the most cost-effective, high impact offering to LAWA.

4. Fare Analysis and Program Development

Describe the Proposer's experience conducting fare analyses and development of fare programs that help to attract ridership and incentivize travel choices that help to optimize service performance and operations.

5. Bus Operations and Service Management

Describe the Proposer's bus operations history and experience, including, but not limited to, the number of years of experience operating services like the FlyAway®.

6. Customer Insights and Marketing

Describe the Proposer's experience in collecting and aggregating customer insights and conducting targeted marketing via digital mediums to increase brand awareness and ridership.

Proposers relying on sub-contractors to perform services required within this RFP seeking credit for sub-contractor experience must have a sub-contract agreement in place for the term of the contract with LAWA. Copies of any agreement may be required upon request by LAWA.

Key Personnel - Proposers should identify any additional key personnel that they feel are vital to their proposal for operations, technology and data analytics, and new service development, implementation and marketing. The role and responsibility of said personnel should be clearly outlined, and the past experience that led to the selection of said personnel should be clearly defined. A resume for each key personnel listed should be included in the proposal.

Resumes of Proposer/Proposal Team key personnel may be provided as an appendix, including team members who are expected to deliver different components of the required scope of work.

Note: Once the Proposal is submitted, the composition of the Proposal Team cannot be altered without consent of LAWA. Once a contract is awarded and executed, LAWA must approve any change to the key staff assigned to the project. New personnel are required to submit a resume stating qualifications and experience to accomplish the project. LAWA reserves the right to verify each candidate's experience and education.

C. References

List up to five (5), non-LAWA, references with which the Proposer has conducted similar services during the past three years using the reference form provided in **Form 3 – Reference Form**. All sections of the **Form 3 – Reference Form** must be completed.

If a subcontractor, indicate the total value of the project/contract and the total value of the Proposer's portion of work on the project.

A list of all current and prior City of Los Angeles contracts, including LAWA contracts, held within the last 10 years shall be provided in accordance with the Administrative Requirements as outlined within **Appendix 4.1 - Administrative Requirements** of this RFP. ***In addition, Proposers shall list any of their transportation contract(s) for the past 5 years that were terminated earlier than the contract expiration date and state the reason(s) for such termination.***

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.

2.1.8 Inclusivity Plan (10 pages maximum)

Los Angeles is one of the most diverse cities in the world. LAWA seeks proposals that reflect the unique diversity of the City. LAWA is committed to creating and values an environment that provides all individuals and businesses open access to LAWA business opportunities. LAWA's policy is to ensure diversity in the award and administration of all LAWA contracts. Consistent with LAWA's policy, the contract is subject to the following of all costs associated with FlyAway® service for the five-year term of the contract:

- Small Business Enterprise (SBE): 10%
- Local Business Enterprise (LBE): 3%
- Local Small Business Enterprise (LSBE): 2%
- Disabled Veteran Business Enterprise (DVBE): 1%

The contract will encourage the Successful Proposer to engage in significant outreach efforts to achieve meaningful participation by SBE and other businesses in all aspects of the required services. It is LAWA's intention to create a level playing field on which SBE and other businesses can compete fairly for LAWA contracts. LAWA encourages Proposers to pursue subcontracting, mentoring, joint venturing, teaming, and partnering opportunities with the types of firms described in Section 1 of this RFP in the ordinary course of its teaming/business strategies for all aspects of the services required.

All Proposers must include an Inclusivity Plan in their proposal. All Proposers' inclusivity plans will be evaluated. Plans that exceed minimum requirements will be scored favorably. The Inclusivity Plan should include, at minimum, the following:

- A. A detailed description and plan/summary setting out the schedule and approach, including a narrative (with figures, tables, charts, etc.) and supporting documentation.
- B. A narrative and a schedule for identifying, recruiting, retaining, contracting, and administering SBE participation containing the following elements:

1. Proposer's diversity and inclusivity policy, including a description of how the policy will be used to guide and reinforce the achievement of Proposer's inclusivity commitments.
 2. Identification of staff who will be involved in the execution of the Inclusivity Plan and their roles and responsibilities. Proposer shall identify an individual with executive/managerial authority who will represent Proposer as the Inclusivity liaison for LAWA. This individual shall have programmatic responsibility for Proposer's Inclusivity efforts.
 3. Proposer's Inclusivity monitoring plan, including how it will manage, monitor and evaluate SBE participation for the project.
 4. Proposer's approach to any subcontractor mentoring and support during the contract. Proposer shall identify any commitments to build subcontractor capacity, including, by way of example, technical assistance, mentoring, or business incubation commitments.
 5. Identification of the anticipated barriers/challenges to achieving SBE participation and identify actions and strategies that Proposer will take to address and mitigate the impacts of such barriers/challenges.
- C. A narrative describing Proposer's approach to the identification, recruitment, training and hiring of local workers, including but not limited to, how the Proposer will comply with the City of Los Angeles Living Wage and Worker Retention Ordinances as well as with LAWA's First Source Hiring Program.

Key elements of the Proposer's Inclusivity Plan will be integrated into the subsequently awarded contract.

2.1.9 Financial Capability (Provide as separate Attachment)

This section should provide LAWA with an understanding of the Proposer's financial capability to provide the services described in this RFP. LAWA reserves the right to request, at any time during the RFP process, any additional information it deems appropriate to assist in determining whether the Proposer has the requisite financial capacity.

The Proposer must provide:

- a. Financial statements for the most recent TWO complete fiscal years audited and certified by a licensed public accountant, or if unaudited, then accompanied by a notarized statement from the Chief Financial Officer certifying the accuracy of the financial information contained in such statements.
- b. All financial information for each partner, LLC/LLP member, or joint-venture, respectively, if the Proposer intends to organize as a partnership, LLC, LLP or joint venture.

- c. Written statement from any person, parent company, or entity to indicate the level of commitment together with the financial information detailed in this section as if the guarantor were the Proposer. LAWA reserves the right to require guarantors' or parent company's financial information.

2.1.10 Cost Proposal (Forms)

This section of the Proposer's response to the RFP should provide LAWA with the proposed cost of services.

The Proposer must complete all four (4) Cost Proposal Forms as follows:

- **Form 2A – Cost Proposal Summary Sheet (Fixed Route Transportation Operations) – Van Nuys** to demonstrate how the proposed cost of services is reasonably related to the Proposer's costs to provide FlyAway® shuttle service for the Van Nuys route. Proposer should identify any price differential should variable passenger capacity vehicles be proposed for use.
- **Form 2B – Cost Proposal Summary Sheet (Fixed Route Transportation Operations) – Union Station** to demonstrate how the proposed cost of services is reasonably related to the Proposer's costs to provide FlyAway® shuttle service for the Union Station route. Proposer should identify any price differential should variable passenger capacity vehicles be proposed for use.
- **Form 2C – Cost Proposal Summary Sheet (Customer-Centric Technology and Analytics Capabilities)** - to demonstrate how the proposed cost of services is reasonably related to the Proposer's costs to provide FlyAway® customer centric technology and analytics platform for FlyAway® service.
- **Form 2D – Proposed Technology and Analytics Rates** – list job titles and hourly rates to demonstrate how the cost assumptions listed in Form 2C were derived..

Additional instructions and information are provided in the footnotes included in the forms. LAWA reserves the right to ask for information related to build up of costs.

LAWA reserves the right to opt for as needed, task order-based services for any additional FlyAway® services needed. The cost model may be lump sum, turnkey or time and materials, based on the hourly rates, and prices quoted and negotiated into the contract.

2.2. Process

2.2.1 Pre-Proposal Conference

A 'virtual' pre-proposal conference (via Webex) is scheduled for the date and time provided. The purpose of this conference is to discuss the requirements and objectives of this RFP. Participation in the virtual pre-proposal conference is not mandatory but is

strongly encouraged. Please see **Exhibit B – Webex Event Instructions for Pre-Proposal Conference** for specific instructions on how to register. Registration is required prior to the conference.

Sign Language Interpreters, Communication Access Real-Time Transcription, 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 at least 72 hours prior to the meeting you wish to attend. Due to difficulties in securing Sign Language Interpreters, five or more business days' notice is strongly recommended. For additional information, please contact LAWA's ADA Coordinator Office at (424) 646--5005. You may also contact the ADA Office via the California Relay Service at (800) 735-2929.

2.2.2 Virtual Networking

LAWA is providing an opportunity for interested companies to network and identify possible partners through a targeted registration. Interested companies can complete the short questionnaire self-identifying core competencies and expertise. Information received will be shared and posted for this RFP on Los Angeles Business Assistance Network (LABAVN). A company may only have one submission.

Please see information listed on the cover page of this RFP.

2.2.3 Questions and Answers (Q&A)

Proposers will have two opportunities for Q&A, as follows:

1. Prior to Pre-Proposal Conference – LAWA will entertain questions regarding the proposal requirements and any additional proposal criteria, instructions, or corrections; provided, they are received in writing prior to the Pre-Proposal Conference. Follow-up questions or clarifications may be discussed at the Pre-Proposal Conference, which will be recorded for documentation purposes. **However, Proposers shall not rely upon, and LAWA shall not be responsible for, any oral information or instructions provided in reference to the RFP. Proposers may only rely upon written information provided by LAWA.** As such, Proposers are highly encouraged to follow-through and submit their questions in writing after the Pre-Proposal Conference.
2. After Pre-Proposal Conference and Prior to Q&A Deadline - All questions received after the Pre-Proposal Conference and before the Q&A deadline established below will be addressed in an Addendum posted at www.labavn.org. In addition, should LAWA amend the requirements set forth herein, a written addendum will be issued reflecting any changes and such addendum will also be posted at www.labavn.org. **Thus, all firms submitting proposals in response to this RFP must register in www.labavn.org.**

All questions or requests for clarification on the RFP must be clearly presented in writing and transmitted by email no later than the date and time represented on the cover page of this RFP.

LAWA will only communicate with one person per proposal. It will be the responsibility of the Proposer to identify in the proposal the correct name and address of the contact person, phone number, and e-mail address.

Proposers must not attempt to contact members of LAW A staff or Board members to discuss or ask questions about the contents of the RFP, other than in writing as provided above. Improper contact with LAW A personnel may result in disqualification of the Proposer.

2.2.4 Submission Requirements

Potential Proposers should read, review and understand this RFP, all the attachments and any addenda issued. The Proposer should submit a proposal in accordance with the instructions given in this RFP. The proposal should be prepared as specified as to form, content, and sequence.

Proposers must:

- Verify that the proposal is complete and the firm has completely responded to all proposal items and administrative documents in the RFP.
- Make sure that the proposal is well organized and easy to read.

Proposers will not be able to add to or modify their proposals after the proposal due date. LAW A may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies.

The proposal must be received by LAW A by **the time listed on the cover page of this RFP**. LAW A will not consider any proposals received after the due date and time.

Proposer's Responsibility

It is the Proposer's responsibility to ensure it has received and reviewed all such addenda to the RFP. Proposers must acknowledge receipt of all addenda in Section 1 of their proposal. LAW A may disqualify the Proposer for any failure to acknowledge receipt of addenda.

2.2.5 Submission Format

A. Submission Instructions

1. Electronic Submission (All Proposers)

Procedures for the electronic submission of proposal documents are as follows:

Step 1: Ensure all proposal documents are organized into two Adobe PDF files with the following filename format:

FlyAway_CompanyName_PartOne_WrittenProposal.pdf

FlyAway_CompanyName_PartTwo_AdminRequirements.pdf

Part One: The Proposal – One (1) electronic Adobe PDF of the required information and/or documents as described in Section 2 Proposal Requirements. The electronic PDF copy should consist of only one file that includes all pages contained in the original, hard copy of Part 1. (DO NOT send separate PDF files for individual sections/pages)

The document format must be set for double-sided printing on 8½" x 11" paper (11x17 page size may be used if folded to fit size requirements). Minimum font size is 11-point Arial, one-inch margins, and continuous page numbering on the lower right-hand corner of the page using the following convention "page ____ of ____ pages".

Part Two: Administrative Requirements – One (1) electronic Adobe PDF of the required administrative outlined in Appendix 4.1 - Administrative Requirements. All required administrative forms and statements must be completed, properly signed, and submitted along with the proposal. Incomplete submission of the required documents, including any that may need to be notarized by Proposer may deem the proposal non-responsive and it may not receive any further consideration.

The original of each Part One and Part Two must be marked "Original" on its front page or cover, must contain the original signatures, and must be signed by a duly authorized representative(s) of the Proposer.

Step 2: Please click on the following link to submit your proposal documents:

[Proposal Document Submittal](#)

If you are unable to open the above link due to computer restrictions, open this document in Adobe Reader and copy-paste the following URL into a web browser (Chrome, Firefox, etc.):

<https://lawa.app.box.com/f/3fb21ca975fb40ae9127561b156aae52>

Important Notes Regarding Proposal Submittal:

- Files **must** be successfully uploaded by the due date and time. Please start the upload at least an hour before the deadline to allow for file transfer.
- Please make sure to upload the individual files. Folders cannot be uploaded.
- The email address required for submittal may be contacted for questions and clarification.
- Proposal document revisions are allowed prior to the deadline. Please submit your updated files with the same filenames and LAWA will accept the latest copies prior to the deadline.
- For further help regarding proposal submittal, please contact **Joon Lee** at jlee@lawa.org and **Matthew Yeung** at myeung@lawa.org

2. Submission by Mail (Successful Proposer Only)

Only the Successful Proposer will be required to submit original hard copies of their proposal documents by mail. Additional instructions will be provided to the Successful Proposer.

2.2.6 Evaluation and Selection Procedure**A. EVALUATION CRITERIA**

LAWA has established specific evaluation criteria to assist in the evaluation of the proposals. The criteria listed below will be used by the Evaluation Panel to score and rank proposals.

Part One: The Proposal Criteria		Weight
Methodology and Approach		50
	Customer-Centric Technology and Analytics Capabilities	
	Management and Operations of Fixed Route Scheduled Service	
Team Organization and Experience		15
Inclusivity Plan		10
Cost Proposal (Technology and Analytics, Management and Operations of Fixed Route Scheduled Service)		25
TOTAL		100
Part Two: Administrative Requirements		Pass/Fail

B. INTERVIEWS AND SHORT-LISTING

LAWA reserves the right to conduct interviews or to proceed without conducting interviews. The purpose of interviews, if conducted, would be to allow Proposers the opportunity to clarify and expand upon aspects of their proposal. They also present an opportunity to evaluate key personnel and discuss issues of experience, performance, financials, qualifications and quality assurance. Proposer(s) (either all or a short list) may be subsequently re-interviewed for final evaluation. Proposers may bring presentation boards or use on-screen PowerPoint presentations.

Furthermore, LAWLA reserves the right to interview only a short list of Proposers or to establish a short list of proposals without conducting interviews. If a short list is used, it will be based on the evaluation panel using all the evaluation criteria listed above and by applying the same relative weights assigned to these criteria as listed. If LAWLA elects to establish a short list among the Proposers, LAWLA reserves the right for the Proposal Evaluation Panel to determine the number of short-listed proposals during the evaluation

process. Scores arising from any short-listing process will not be carried forward to subsequent rounds or final scoring of the proposal/interview process.

C. SCORING AND RANKING

Once each evaluation panel member has completed scoring, the evaluation panel members' scores will be converted to rankings (i.e., 1st, 2nd, 3rd, etc.). These rankings among evaluation panel members will then be added to determine the overall ranking by the evaluation panel.

D. APPROVAL OF SELECTION AND AWARD OF CONTRACT

It is the intent of LAWA to conduct contract negotiations with the 2nd Round's top ranked Proposer. If the top-ranked Proposer is unable to execute and return a final contract within **15 business days** of the beginning of negotiations with LAWA, LAWA reserves the right to enter into negotiations with the next ranked Proposer.

Once contract negotiations are completed, the Successful Proposer(s) will be required to enter into a contract agreement with LAWA. Any such contract(s) will be subject to award by the BOAC and approval as to form by the City Attorney. 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.

LAWA reserves the right to award all or portions of a Proposer's proposal and/or require that one Proposer collaborate with another for the provision of specific services, either prior to execution of a contract or at any point during the life of the contract.

Certain terms and conditions that will be included in the Agreement are not subject to negotiation (the LAWA Contractual Terms). In addition, the Agreement will include performance standards and penalties for not meeting these standards. The LAWA Contractual Terms that will be included in the Agreement are contained in **Exhibit E – LAWA Standard Terms and Provisions**.

The final contract will be submitted to the Board of Airport Commissioners (BOAC) and Los Angeles City Council for their approval. No contract is valid until the aforementioned approval is given.

2.2.7 Additional Terms, Conditions, Disclaimers, and Requirements

Proposers are expected to read and understand all terms, conditions, disclaimers, and requirements associated with this RFP. You will find Additional Terms, Conditions, Disclaimers, and Requirements in **Appendix 4.2** of this document.

2.2.8 Validity of Proposals, Other City Policies and Agreements

Subject to Acceptance

In submitting the Proposal, Proposer agrees that the Proposal shall be subject by acceptance by the City for a period of 180 calendar days after the proposal submission

deadline, and may be extended beyond that time by mutual agreement. Proposals accepted by LAWA in writing constitute a legally binding contract offer.

Only One Proposal Accepted

LAWA will accept only one Proposal for this RFP from any one Proposer. This includes proposals submitted under different names by one firm, corporation, partnership, or joint venture. Evidence of collusion among Proposers shall be grounds for exclusion of any Proposer who is a participant in any such collusion. Subcontractors may be included in more than one proposal.

Authorized Signatures

When signing the Proposal, each party signing must: 1) state that the facts represented in the proposal are true and correct; and, 2) state that he or she has authority to sign on behalf of the proposing entity.

Joint Ventures or Partnerships Agreements

If the Proposer is a partnership or joint venture, the Proposer should submit with its proposal a copy of the partnership or joint venture agreement with its proposal Part Two - ADMINISTRATIVE REQUIREMENTS Forms. That agreement should describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to LAWA for completing all of the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

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.

Withdrawal of Proposal

A Proposer may withdraw their submitted proposal at any time prior to the specified due date and time. Requests to withdraw a proposal must be in writing with the request signed by the Signatory to the proposal. Proposer may submit a new proposal before the due date of the RFP.

2.2.9 Modifications and Clarifications

Addenda

LAWA reserves the right to postpone the submittal due date, cancel this competitive process; issue addenda to this RFP; issue a new RFP; or, pursue other options when it is in LAWA's best interests to do so. All official LAWA decisions, actions, answers, responses that affect this RFP and this procurement process will be done through addenda posted on the LABAVN.org website.

Proposer's Responsibility

It is the Proposer's responsibility to ensure it has received and reviewed all such addenda to the RFP. Proposers must acknowledge receipt of all addenda with their proposal. LAWA may disqualify the Proposer for any failure to acknowledge receipt of addenda.

Communication and Interpretation of RFP Documents

Any verbal or written communications between any Proposer (potential or actual), or its representatives and any LAWA Commissioner, employee, or contracted consultant regarding this procurement are strictly prohibited from the date of RFP advertisement through the date of execution of the contract, with the exception the RFP Administrator noted in the RFP Summary Information and during any discussions or negotiations initiated by LAWA during the evaluation process.

Should a Proposer find discrepancies or omissions in the RFP or other documents, or should there be doubt as to their true meaning, the Proposer shall submit such Requests for Clarification (RFC) electronically using the LAWA contact e-mail address listed on the cover page of this RFP for an interpretation or clarification thereof. A request for an addenda, interpretation, or clarification shall be received by LAWA on or before the question or RFC deadline listed in the RFP Summary Information Schedule.

RFCs (questions) must be submitted in the following format. Deviations from this format will not be accepted.

- RFP Section number (or Attachment number and Section number)
- Page number
- Text of passage being questioned
- RFC (question)

Any response to an RFC or any interpretation of the RFC or any change in the RFP or the RFP-attached documents will be made only by addendum issued electronically using LABAVN system. Any violation of the requirements set forth in this RFP Section may constitute grounds for immediate disqualification of the offending firm from participation in this procurement.

SECTION 3: THE CONTRACT

3.1. Contracting with LAWA

It is the intent of LAWA to negotiate a contract with the selected proposer(s). LAWA may elect to award one or more contracts and may elect to award all or select portions of the detailed scope of services. LAWA reserves the right to contract for other services under its FlyAway® Program.

The contract for the OPERATION AND MANAGEMENT OF LAX FLYAWAY® SERVICE will be awarded by the BOAC and approved by Los Angeles City Council, to the Proposer that best meets the requirements specified in this RFP. Degree of responsiveness to the RFP and qualifications to successfully implement the proposed program will be determined by LAWA from the information furnished by the Proposer in the submittals; the interview committee session, if held; and any other sources determined to be valid by Executive Management or the BOAC. An award will not be made until after LAWA has verified information regarding the demonstrated experience and responsibility of the Proposer. Each Proposer consents to LAWA obtaining such verification by submitting its proposal. LAWA reserves the right to reject all proposals.

Note: No contract or portion thereof may be assigned without consent of the Chief Executive Officer within his/her authority or the BOAC. The Contractor will not permit any subcontractor to be voluntarily assigned or transferred or allow the contract to be performed by anyone other than the original subcontractor(s) listed on the original response to the RFP without written consent of the Chief Executive Officer within his/her authority or the BOAC.

Execution of Contract

The Proposer(s) who is (are) recommended by the Chief Executive Officer for award of a contract will be required to sign the contract prior to the Board meeting at which the Board will consider the award.

Award of Contract

Upon the Successful Proposer's execution of the Agreement, LAWA will then recommend Board approval of the Agreement, which Agreement will not be final and binding on LAWA until approved by the Board and the City Council.

Contract Term

The City will require the Successful Proposer/new Contractor (from hereon will be referred to as 'Contractor') to provide services for a period in accordance with the term and conditions specified in the Agreement from the date of a Notice to Proceed. The Contractor must satisfy LAWA that the insurance requirements as set forth in the Administrative Requirements and the bonding requirements as set forth in the Contract Documents have been met prior to commencing the work pursuant to the terms of the Agreement.

The Agreement is expected to commence May 1, 2022 and will be for a total contract term of five (5) years ending March 31, 2027.

Full operational control of the two fixed routes of Van Nuys and Union Station may occur after the commencement date in order to allow for implementation of a transition plan. The actual commencement date will be determined by the terms of the Agreement and only after all required City approvals are secured.

3.2. City Held Harmless

The Agreement to be awarded will contain a Hold Harmless provision, which will be similar to that shown in Exhibit E - LAWA Standard Terms and Provisions.

SECTION 4: APPENDICES

4.1. Administrative Requirements

**Please see separate file for
Part Two – Administrative Requirements.**

4.2. Additional Terms and Disclosures

BY SUBMITTING A RESPONSE TO THE REQUEST FOR PROPOSALS ("RFP") ISSUED BY THE CITY OF LOS ANGELES ("CITY") DEPARTMENT OF AIRPORTS ("LAWA" OR "LOS ANGELES WORLD AIRPORTS") THE PROPOSER/RESPONDENT AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, DISCLAIMERS, AND REQUIREMENTS SET FORTH IN THIS RFP.

CPRA

All documents submitted to LAWA in response to this RFP are subject to disclosure under the California Public Records Act, Cal. Gov. Code, § 6250 et seq., ("CPRA"). Proposer should not deliver to LAWA any of Proposer's Trade Secrets (as defined in California Government Code Section 6254.7) or other information that it deems exempt from public disclosure. In the unlikely event that Proposer reveals to LAWA any of its Trade Secrets or other information that it deems exempt from disclosure and Proposer (1) notifies LAWA in writing that it has revealed such information, and (2) provides LAWA with a "public copy" in which all such information is redacted or hidden, then LAWA agrees to notify Proposer of any request made pursuant to the CPRA. Such materials shall be released by LAWA pursuant to the CPRA unless the Proposer timely obtains a court order prohibiting such release.

If LAWA receives a CPRA request for the release of submitted materials, then LAWA will notify the Proposer/Respondent of the request and its intent to disclose such materials. Such materials shall be released by LAWA pursuant to the CPRA; unless, the Proposer/Respondent timely obtains a court order prohibiting such release.

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, shall 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. LAWA shall be free to use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestion, layout, or plan received during this competitive process.

RIGHT OF REJECTION AND WAIVER OF INFORMALITY

LAWA and/or City 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 and/or City. 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/Respondent.

RIGHT TO RECEIVE ADDITIONAL INFORMATION AND VERIFICATION OF REFERENCES

LAWA reserves the right to request any additional information at any time to assist in its evaluation. LAWА reserves the right to verify all submitted information, including all references and to contact third parties for additional references and information as it deems advisable. If any information stated in the submittal is found to be misrepresented in any manner, this may be grounds for disqualification of the submittal.

PROPOSER/RESPONDENT QUESTIONS

If any Proposer/Respondent finds lack of clarity, discrepancies or omissions of any type of kind in this RFP or there is doubt as to the true meaning of any part of this RFP or if any Proposer/Respondent has any questions regarding any part of this RFP, written request for a clarification or interpretation should be clearly presented and transmitted by email to the address set forth on the cover page.

The deadline for submittal of questions is set forth on the cover page. Responses to all written questions, corrections and clarifications to this RFP will be made in writing and made available to all prospective Proposer/Respondents as an RFP addendum. Only questions pertaining to this RFP will be answered.

LAWA is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by addendum. All prospective Proposers/Respondents shall not rely upon any explanation, clarification, interpretation, or approval that is not contained in an addendum to the RFP. Any addenda so issued are to be considered part of this RFP.

All prospective Proposers/Respondents that submit a response to this RFP are deemed to understand the contents of the RFP and any addendum thereto.

CONTACT WITH LAWА PERSONNEL

Proposer/Respondent may only rely upon written information provided by LAWА. Proposer/Respondent shall not rely upon, and LAWА shall not be responsible for, any oral information or instructions provided in reference to this RFP.

Proposer/Respondent must not attempt to contact members of the Evaluation Panel, LAWА staff or the Board to discuss or ask questions about the contents of this RFP, other than in writing as provided above. Improper contact with LAWА personnel may result in the disqualification of the Proposer/Respondent.

PROTEST PROCEDURES

The procedures and time limits set forth in this RFP are the Proposer's/Respondent's sole and exclusive remedy in the event of a protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government code claim or any legal proceeding.

These procedures are for the benefit of the City. The purpose of the following procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by City, by and through the Board. The procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

A protest relative to a particular proposal, and all required copies, 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 office of the Board, at the below addresses, before 5:00 p.m. of the **fifth (5th) business day** after issuance to the Proposers/Respondents of a Notification of Intent to Award (NOIA) recommendation by management of LAWA to the Board. 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 this RFP, any submittal or other document which forms the basis for the protest. The protest must include the name, address, and telephone number of the protestor and protestor's representative.

All protests must be addressed to:

**Office of the City Attorney
Airport Division
One World Way, Room 104
Los Angeles, California 90045**

with copies to:

**Secretary of the
Board of Airport Commissioners
One World Way
Los Angeles, California 90045**

and

**Los Angeles World Airports
Ground Transportation Services Office
7301 World Way West, Room 101
Los Angeles, CA 90045
ATTN: Renee Gonzalez Fong, RFP Administrator
RFP for Operation and Management of LAX FlyAway®
Service**

The party filing the protest must, at the same time as delivery to the City Attorney's office and the Secretary of the Board as set forth above, deliver a copy of the protest and any accompanying documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include but not be limited to all other Proposers/Respondents.

The Protesting Respondent and potentially affected parties will be notified of the time and date that the protest will be discussed in a public session of the Board. Protesting parties will be given an opportunity to present their arguments at the public session. If the Board determines that the protest was frivolous, the party originating the protest may be determined by the Board to be irresponsible and that party may be determined

to be ineligible for future contract awards.

ADEQUACY OF INFORMATION:

The information presented in this RFP is provided solely for the convenience of Proposer/Respondent and other interested parties. It is the responsibility of the Proposer/Respondent and other interested parties to assure themselves that the information contained in this package is accurate and complete. LAWA provides no assurances pertaining to the accuracy of the data in this RFP.

INFORMATION DISCLAIMER

LAWA makes no guarantee as to the accuracy or reliability of the data in this RFP. Availability of this data shall in no way relieve a Proposer from the responsibility of determining for itself the business potential of the opportunities outlined in this RFP.

ADDITIONAL DISCLAIMERS AND RESERVATIONS:

Failure by LAWA to object to an error, omission, or deviation in the submittal package will in no way modify this RFP or excuse Proposer/Respondent from full compliance with the requirements of this RFP. 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 RFP; issue a new RFP; or pursue other options when it is in LAWA's best interests to do so.

Each Proposer/Respondent must not have any pending, active or previous legal action or conflict of interest that would, in LAWA's sole judgment, prevent the Proposer/Respondent from fulfilling their obligations under the Agreement.

SECTION 5: ATTACHMENTS

5.1. List of Exhibits

Exhibit A	Detailed Scope of Services
Exhibit B	WebEx Event Instructions for Pre-Proposal Conference
Exhibit C	LAX Alternative Fuel Vehicle Program
Exhibit D-1	FlyAway® Locations and Route Information – Union Station
Exhibit D-2	FlyAway® Locations and Route Information – Van Nuys
Exhibit D-3	FlyAway® Locations and Route Information – Hollywood
Exhibit D-4	FlyAway® Locations and Route Information – Long Beach
Exhibit E	LAWA Standards Terms and Provisions
Exhibit F	Layover Location – Commercial Vehicle Holding Lot
Exhibit G	Baggage Guidelines
Exhibit H	LAWA IT Security Requirements 2020
Exhibit I	FlyAway® Trademark
Exhibit J	Ground Transportation Waiting Areas
Exhibit K	Service Level and Performance Standards

5.2. List of Forms

Form 1A	Proposed Staffing Plan
Form 1B	Proposed Transportation Staffing Plan
Form 2A	Cost Proposal Summary Sheet (fixed Van Nuys route)
Form 2B	Cost Proposal Summary Sheet (fixed Union Station route)
Form 2C	Cost Proposal Summary Sheet (Technology and Analytics)
Form 2D	Proposed Technology & Analytics Rates
Form 3	Reference Form

Appendix

4.1. Administrative Requirements

Part Two – Administrative Requirements.

Administrative Requirements

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. Please note that all documents must be signed by the duly authorized representative of the entity or sole proprietor. In the event of a **Joint Venture (JV)**, officers authorized by **each entity must sign and submit a separate set of the following documents:**

- Vendor Identification Form
- List of Other City of Los Angeles Contracts
- Affidavit of Non-Collusion
- Bidder Contributions CEC Form 55
- Contractor Responsibility Questionnaire and Pledge of Compliance
- Iran Contracting Compliance Affidavit
- Equal Benefits Ordinance Compliance Affidavit
- Municipal Lobbying Ordinance Bidder Certification CEC Form 50

This Packet should be bound separately from other parts of your bid/proposal and clearly labeled “Administrative Requirements Packet”. Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>

1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.cdtfa.ca.gov/services/permits-licenses.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements> to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (844) 663-4411, Web: <http://finance.lacity.org>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>.

- **Out-of-state Vendors**

The State of California requires the City of Los Angeles (City) to withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms. The tax withholding rate is seven percent (7%) of payments subject to withholding.

If you are out-of-state vendor, please return one of the following forms to help the City clarify your nonresident tax withholding status:

- Form 590, Withholding Exemption Certificate, certifying exemption from the withholding requirement.
- Form 587, Nonresident Income Allocation Worksheet, which allocates the expected income under the City contract for work completed within and outside of California
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, Nonresident Withholding Waiver Request to the CAFTB)

- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 Nonresident Reduced Withholding Request to CAFTB)

2. AFFIDAVIT OF NON-COLLUSION

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached “Affidavit to Accompany Proposals or Bids” with the bid/proposal.

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachment:

- Affidavit of Non-Collusion

3. BID/PROPOSAL BOND

Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company in the amount of **\$200,000.00**, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.

If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachments:

- Instructions for Bid/Proposal Bond Form
- Bid Bond

4. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either

the contract is approved or, for successful bidders/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Bidder Contributions CEC Form 55
- Los Angeles City Ethics Commission Special Bulletin, available at http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf

5. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) 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.

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 attached "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.

For the list of Contractor Responsibility Program respondents, please visit our website www.lawa.org -> Contractor Responsibility Program -> Contractor Responsibility Program Questionnaire Respondents.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

6. IRAN CONTRACTING ACT OF 2010

Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) (found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

Attachment:

- Iran Contracting Act of 2010 Compliance Affidavit

7. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

Bidders/Proposers/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or proposals or leases. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

Attachment:

- EBO Compliance Affidavit

8. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to the commencement of this contract, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to the commencement of the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> Administrative Requirements -> Insurance.

9. MUNICIPAL LOBBYING ORDINANCE

The City's Municipal Lobbying Ordinance, Los Angeles Municipal Code, Section 48.09, requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit and sign the Bidder Certification CEC Form 50 will render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Municipal Lobbying Ordinance, available at http://www.lawa.org/welcome_LAWA.aspx?id=586
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586

10. SMALL BUSINESS ENTERPRISE PROGRAM

The Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 24820 of the Board of Airport Commissioners, LAWA's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in construction, non-professional, professional, and personal services projects valued over \$150,000.

The SBE Program is a results-oriented program, requiring firms that receive contracts from LAWA to utilize certified SBEs.

Based on the work to be performed, the *mandatory* SBE participation level for this project has been set at 10% SBE.

Failure to meet this SBE participation level may disqualify bidding/proposing firms from being considered for award of the contract.

Primes shall be responsible for determining the SBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory SBE requirement. A subcontractor must qualify as an SBE based on the type of work it will be performing on the project. If the prime contractor is an SBE, the prime's participation in the contract will count as 100% SBE.

Attachments:

- Frequently Asked SBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

The following supplementary information is available at www.lawa.org:

- SBE Rules and Regulations
- SBE Certification Application and Information

11. MANDATORY LOCAL BUSINESS ENTERPRISE AND LOCAL SMALL BUSINESS ENTERPRISE PROGRAM

Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 25948 of the Board of Airport Commissioners, LAWA's Mandatory Local Business Enterprise and Local Small Business Enterprise (LBE/LSBE) Program was created to provide additional opportunities for local and local small businesses to participate in contracts for the procurement of goods, equipment and services, including design and construction, when the contract involves an expenditure in excess of \$150,000.

The mandatory LBE/LSBE Program is designed as a subcontracting program. A Contractor (Prime) may not satisfy the Local Business requirement by virtue of its own status as a Local Business. A Prime shall satisfy the Local Business requirement only through the use of Local Subcontractors. A Prime may satisfy the Local Small Business requirement if the Prime itself is a Local Small Business. If a Prime is not a Local Small Business, it shall satisfy the Local Small Business requirement through the use of Local Small Business Subcontractors.

NOTE: A Local Small Business is a firm that is certified as an SBE and LBE. Please see the SBE, LBE, LSBE FAQs sheets in this administrative package for more information.

Based on the work to be performed, the mandatory LBE/LSBE participation level(s) for this project have been set at 3% LBE and 2% LSBE (this is a subset of the 3% LBE)

Failure to meet the LBE/LSBE participation level(s) may disqualify bidding/proposing firms from being considered for award of the contract. Primes shall be responsible for determining the LBE/LSBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory LBE/LSBE requirement(s).

Attachments:

- Frequently Asked LBE/LSBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

12. MANDATORY LOCAL-STATE DISABLED VETERANS BUSINESS ENTERPRISE PROGRAM

Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 26205 of the Board of Airport Commissioners, LAWA's Mandatory Local-State Disabled Veterans Business Enterprise (DVBE) Program was created to serve the purpose of rewarding disabled veterans for the military service, easing the transition from military service to civilian life, and attracting loyal and well-disciplined people to participate in government contracting opportunities for the procurement of goods, equipment and services, including design and construction, when the contract involves an expenditure in excess of \$150,000.

A Contractor (Prime) may satisfy the Local-State Disabled Veterans Business requirements by virtue of its own status as a Local-State Disabled Veterans Business. If a Prime is not a Local-State Disabled Veterans Business, it shall satisfy the Local-State Disabled Veterans Business requirements through use of Local-State Disabled Veterans Business Subcontractors.

Based on the work to be performed, the mandatory DVBE participation level(s) for this project have been set at: 1% DVBE.

Failure to meet the DVBE participation level(s) may disqualify bidding/proposing firms from being considered for award of the contract. Primes shall be responsible for determining the DVBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory DVBE requirement(s).

Attachments:

- Frequently Asked DVBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

13. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 26356 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at ProcurementServices@lawa.org or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations
- First Source Hiring
- Living Wage Ordinance

Checklist

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. VENDOR IDENTIFICATION FORM

- ☐ Is the required Vendor Identification Form completed and signed?
- ☐ Is the BTRC/VRN number provided?
- ☐ Is the EEOO contact information provided?
- ☐ Is the list of previous City contracts attached? (If applicable)
- ☐ Is the Form enclosed in the Packet?

2. AFFIDAVIT OF NON-COLLUSION

- ☐ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☐ Is the Affidavit notarized?
- ☐ Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

3. BID/PROPOSAL BOND

- ☐ Is the "Instructions for Bid/Proposal Bond Form" completed?

Select A, B, or C, as applicable:

A. Certified Check

- ☐ Is the amount of the certified check **\$200,000.00**?
- ☐ Is the certified check attached to the Instructions form and enclosed in the Packet?

B. Cashier's Check

- ☐ Is the amount of the cashier's check **\$200,000.00**?
- ☐ Is the cashier's check attached to the Instructions form and enclosed in the Packet?

C. Surety Bond

- ☐ Is the amount of the bond **\$200,000.00**?
- ☐ Is the bond completed and signed by the surety company?
- ☐ If a corporation, is the corporate seal affixed to the bond?
- ☐ Is the surety bond attached to the Instructions form and enclosed in the Packet?

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

4. BIDDER CONTRIBUTIONS

- ☐ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☐ Schedule A - Please list all principals on Schedule A.
- ☐ Schedule B - Please list all subcontractors and their principals on Schedule B (if you check "Yes")
- ☐ Is the Form enclosed in the Packet?

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

5. CONTRACTOR RESPONSIBILITY PROGRAM

- ☐ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☐ Is the Questionnaire enclosed in the Packet?
- ☐ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☐ Is the Pledge of Compliance enclosed in the Packet?

6. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

- ☐ Have you read and checked one of the options?
- ☐ Is the Affidavit enclosed in the Packet?

7. EQUAL BENEFITS ORDINANCE

- ☐ Is the EBO Compliance Affidavit Form completed and signed?
- ☐ Is the Form enclosed in the Packet?

8. MUNICIPAL LOBBYING ORDINANCE

- ☐ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☐ Is the Certification enclosed in the Packet?

9. BUSINESS ENTERPRISE PROGRAM

- ☐ Is the Subcontractor Participation Plan completed and enclosed?
- ☐ Is the AFFIDAVIT completed and enclosed?
- ☐ If applicable, is a copy of the certification (SBE, LBE/LSBE, DVBE) enclosed?

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS
BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

10. AFFIRMATIVE ACTION

- ☐ Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

11. ASSIGNMENT OF ANTI-TRUST CLAIMS

- ☐ Have you read and agreed with California Government Code Sections 4550 – 4554?

12. CHILD SUPPORT OBLIGATIONS

- ☐ Have you read and agreed with Child Support Obligations provisions?

13. FIRST SOURCE HIRING PROGRAM

- ☐ Have you read and agreed with First Source Hiring Program provisions?

14. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinances:

- ☐ Is the appropriate Exemption form completed and signed?
☐ Is the Exemption form enclosed in the Packet?

**IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE
CONTRACT:**

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

COURTESY REVIEW (OPTIONAL)

For this project, LAWA Procurement Services Division is offering a courtesy review of the following required administrative documents prior to your bid/proposal submission due date. You may submit any one or all of these documents for a “pro forma” review.

- City Ethics Commission (CEC) Bidder Contribution Form 50 – Bidder Certification
- City Ethics Commission (CEC) Bidder Contribution Form 55 – Prohibited Contributors
- Affidavit of Non-Collusion
(if not notarized at the time of courtesy review, it **MUST** be notarized in your final submission)

Please attach your completed forms (in PDF format) and send by email to: PSDAdminDocs@lawa.org no later than SEVEN (7) calendar days prior to the bid/proposal due date of your project. In the subject line, include: **BAVN ID No. and Project/Bid Title**. (Example: “Courtesy Review: BAVN 12345 – LAX Construction”). Do NOT include other required administrative forms that are not listed here.

Procurement Services will respond by email and may offer comments for further clarification or action needed, or find acceptable as reviewed. If the courtesy review documents are submitted after the seven days prior, Procurement staff may not guarantee review and response before the due date.

This courtesy review is to prompt your attention to these forms and does not preclude your organization from including the documents in your RFB/RFP submission. Proposer is fully responsible for the accuracy and completeness of the final documents, signatures, and timeliness of submission for all administrative requirements. Failure to comply in the final submission may deem your bid or proposal non-responsive.

For all other questions, inquiries, or correspondences not concerning these documents, please refer to the respective RFB/P for instructions on submitting questions.

Vendor Identification Form

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☐. If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Title

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

Current and Prior City of Los Angeles Contracts

[illegible]

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)
) ss.:
 COUNTY OF _____)

_____ being first duly sworn, deposes and says:
 (Type or print name)
 that he or she is the _____ of
 (Type or print title)
 _____, who submits herewith
 (Type or print name of company/firm)
 to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

 Name: _____
 Title: _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

 Notary Public (Notarial Seal)

Bid/Proposal Bond

INSTRUCTIONS FOR BID/PROPOSAL BOND FORM

(Return completed and attached to bond or check)

1. General Information

In order for your bid/proposal bond or deposit to be acceptable to the City of Los Angeles, Department of Airports, every bidder/proposer must comply with Los Angeles City Charter Section 371 (d), and Los Angeles Administrative Code Division 10; Chapter 1; Article 2; Section 10.15(d), which requires that the bid/proposal be accompanied by one of the following (please check whichever you are using):

- ☐ (a) Certified check issued by a bank in the City of Los Angeles
- ☐ (b) Cashier's check issued by a bank
- ☐ (c) Surety bond by corporate surety company ("bid/proposal bond")
If a surety bond is used, please read and complete #3 carefully.

2. Amount

The amount of the bid/proposal bond or deposit shall be in the amount of **\$200,000**.

3. Bid/Proposal Bond Execution

The following steps must be completed when submitting a bid/proposal bond. Please note that **personal sureties are not acceptable**. **YOU ARE REQUIRED TO USE THE BOND FORM ATTACHED TO THESE INSTRUCTIONS.** To make certain your bid is deemed responsive, please check each step as completed:

REQUIREMENTS FOR THE BIDDER/PROPOSER

- ☐ Bidder/Proposer **must** sign the bid/proposal bond form.

REQUIREMENT FOR THE SURETY BONDING COMPANY

- ☐ The Attorney-in-Fact for the surety bonding company **must** sign the surety bond.
- ☐ A Power of Attorney from the surety company **must** be affixed to the bond.

The bond, unless otherwise stated in the Instructions to Bidders/Proposer, **MUST BE ON THE FORM ATTACHED TO THESE INSTRUCTIONS.**

4. **BOND FORM:** (Please check each box)

☐

THE BID/PROPOSAL BOND FORM MUST BE THE ATTACHED FORFEITURE BOND, NOT A "DAMAGES ONLY" BOND.

☐

IF YOUR COMPANY USES A NON-CITY BID BOND FORM (SUCH AS THE "AIA BID BOND FORM"), IT WILL BE REJECTED.

PROPOSAL BOND
(Not required if certified or cashier's check accompanies the Proposal)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____,
as Principal, and _____,
authorized and licensed to transact business in the State of California, as Surety, do hereby
acknowledge ourselves to be held and obligated as joint Obligors to the CITY OF LOS
ANGELES, DEPARTMENT OF AIRPORTS, as Obligee, in the sum of **\$200,000.00** of the
aggregate sum of the Principal's Proposal. Said Principal and Surety do hereby bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally
by this bond.

WHEREAS, said Principal is about to submit to the Executive Director of the Department
of Airports of the City of Los Angeles the foregoing Proposal for performance of the work and
provision of services therein mentioned, if any, pursuant to the Notice Inviting Proposals from
said Executive Director.

NOW, THEREFORE, if the Proposal of the Principal is accepted and the contract
awarded to said Principal, if said Principal fails or neglects to enter into the contract, and/or to
provide the required letter of credit in connection with the contract, within thirty (30) days after
the contract is awarded to said Principal, then the above-named Obligors shall pay to said
Obligee the aforementioned sum of **\$200,000.00** of the aggregate sum of the Principal's
Proposal as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same
and their heirs, executors, administrators, successors and assigns.

EXECUTED this _____ day of _____, 20____.

PRINCIPAL

By _____
Signature/Title

By _____
Signature/Title

SURETY

By _____
Attorney-in-Fact

**NOTE: ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE
SURETY.**

Bidder Contributions

ATTENTION:

The following CEC Form 55 **must** be signed on page 1 and you are required to list all principals on Schedule A. Please refer to the attached instructions.

If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid may be deemed non-responsive.

Form 55 Instructions



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INTRODUCTION

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

CONTACT INFORMATION

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

ethics.commission@lacity.org

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

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

ethics.lacity.org

BIDDER RESPONSIBILITIES

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

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

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

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

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

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

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

You are required to do all of the following:

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

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

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

AMENDMENT

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

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

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

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

B. REFERENCE NUMBER

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

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

C. DATE BID SUBMITTED

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

D. CONTRACT DESCRIPTION

Provide the following information in this section:

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

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

E. AWARDING AUTHORITY

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

F. BIDDER INFORMATION

Provide all of the following information:

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

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

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

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

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

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

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

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

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

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

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

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

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

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

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

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

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

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

H. CERTIFICATION

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

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

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

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

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

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

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

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

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

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

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

Prohibited Contributors (Bidders)

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

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

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

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

Awarding Authority (Department awarding the contract): _____

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes

No

☐☐

2. SCHEDULE B – Subcontractors and Their Principals (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes

No

☐☐

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

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

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

Name

Signature

Title

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

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

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

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

Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: _____

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- ☐ An update of a prior CRP Questionnaire dated ____/____/____. **Please complete all questions and sign Attachment A.**
- ☐ A copy of the initial CRP Questionnaire dated ____/____/____. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Print Name, Title	Signature	Date
-------------------	-----------	------

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☐ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☐ No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☐ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☐ No

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

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

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Project Title

Iran Contracting Compliance Affidavit

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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

Equal Benefits Ordinance

LAWA EBO COMPLIANCE

FOR LAWA CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ E-mail: _____

Approximate Number of Employees in the United States: _____

Approximate Number of Employees in the City of Los Angeles: _____

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

_____ will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this ____ day of _____, in the year 20____, at _____,
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN/TIN

Insurance



RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

NAME: FLYAWAY BUS SERVICE
AGREEMENT: RFP /Management and Operation of Fixed Route, Scheduled Flyaway Shuttle Services
LAWA DIVISION: Landside Management and Airport Permit Services Division
WIZARD NO.: 9684

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

LIMITS

(X) Workers' Compensation

Statutory

- (X) Waiver of Subrogation, specifically naming LAWA
(Please see attached supplement)
- () Voluntary Compensation Endorsement
- () Hold Harmless - **No Employees (Owner/Operator/ Partnership)**

(X) Commercial Automobile Liability - covering owned, non-owned & hired auto

\$5,000,000 CSL

(X) Commercial General Liability, including the following

\$1,000,000

- (X) Premises and Operations
- (X) Contractual (Blanket/Schedule)
- (X) Independent Contractors
- (X) Personal Injury
- () Products /Completed Operations
- (X) Additional Insured Endorsements **(Please see attached supplement)**
- () Hangar keepers Legal Liability
- () Aircraft Liability including Passenger Liability
- () Hangar keepers Legal Liability - At least at a limit of liability of \$ 1 million)
- () Explosion, Collapse & Underground
(Required when work involves digging, excavation, grading or use of explosive materials.)

Coverage for Hazardous Substances

*** If exposure exists; must meet contractual requirements

\$ ***

PLEASE RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

Insurance companies that do not have an AMBEST rating of A- or better, and have a minimum financial size of at least 4, must be reviewed for acceptability by Risk Management

The only evidence of insurance accepted will be either a Certificate of Insurance, or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

Endorsements:

- **General Liability Additional Insured Endorsement**
- **Ongoing and Products - Completed Operations Endorsement**
(ISO Standard Endorsements preferred)
- **Workers Compensation Waiver of Subrogation Endorsement**
(WC 04 03 06 or similar)

Certificate Holder:

**Los Angeles World Airports PO
Box 92216
Los Angeles, CA 90009**

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

A blanket/automatic endorsement is not acceptable unless you have a direct contract with LAWA.

Language written on a certificate of insurance is not acceptable as an endorsement.

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.



1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits cannot be processed.

THE ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.

2. **What does LAWA consider as Acceptable Evidence of insurance?** The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
 - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
 - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.**
 - c. The Certificate of Insurance and/or the True and Certified copy of the policy must be signed by the Authorized Representative.
 - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to add Los Angeles Worlds Airports as Additional Insured?** Possibly; there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker as .
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized agent/broker for their review. You may also contact us at (424) 646- 5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. **However**, if the documents submitted are project specific, you will need to submit forms for each project. Therefore it is suggested that forms submitted indicate they are for the maximum coverage required and all LAWA projects. Please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.

6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **How long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** Evidence of Insurance is processed upon receipt by LAWA. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section at riskinsurance@lawa.org, as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Prior to the commencement of this contract, the successful proposer must provide proof of insurance. Do not spend any money to meet the insurance requirements until you are awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
Note for Prime Contractors: Prime Contractors are responsible for ensuring that their Sub-contractors have adequate evidence of insurance coverage appropriate to the work to be performed. At a minimum, if airfield access is involved, the sub- contractor must show \$10 million in coverage, plus endorsements. If no airfield access is involved in the work, the minimum threshold is \$1 million, plus endorsements. In rare cases, if the work is performed entirely off site, there may be no need for evidence of insurance coverage.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**
7301 World Way West
2nd Floor
Los Angeles, CA 90045
riskinsurance@lawa.org
Phone: (424) 646-5480
Office Hours: Monday-Thursday, 7:30 a.m. to 3:30 p.m.
Friday: 7:30 a.m. to 12:00 noon
Closed Holidays and weekends

For more information on LAWA's insurance requirements, visit our webpage at:
<https://www.lawa.org/en/lawa-tenants-411/risk-management/insurance-compliance>

**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES,
LOS ANGELES WORLD AIRPORTS**

Coverage & Limits: All insurance requirements established are based on the detailed scope of work and or/nature of your business with the Los Angeles World Airports (LAWA). The coverage and limits for each type of insurance are specified on the Insurance Requirements Sheet (IR Sheet).

Please give your insurance agent/broker a copy of the Insurance Requirements Sheet along with these instructions. All evidence of insurance must be authorized by a licensed insurance agent with authority to bind coverage.

1. **When to submit:** Normally, no work may begin until acceptable insurance is analyzed and approved by the Insurance Compliance Section. Upon approval the Contract Administrator will authorize a Notice to Proceed (NTP). So insurance documents should be submitted as early as practicable.
2. **Acceptable Evidence and Approval:** Electronic submission is the best method of submitting your documents, and designed to make the experience of submitting insurance information quick and easy. LAWA accepts the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance**, with applicable endorsements and waiver of subrogation. Other insurance industry certificates that have been approved by the State of California, Broker's Letters, and True and Certified copy of insurance policies may be accepted. The following items (**#4 and #5**) **must accompany the form of evidence provided.**
3. **Additional Insured Endorsements:** (CG20101185 / CG2010 / CG2037 or similar) are required acceptable for the general liability policy. All endorsements must name the **City of Los Angeles, Los Angeles World Airports (LAWA), its Board, and all of its officers, employees and agents** as additional insured's.
4. **Waivers of Subrogation:** Required For Workers Compensation.
5. **Blanket Endorsement or Waiver of Subrogation:** Acceptable only for contracts directly with LAWA. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state **LAWA** is an automatic or blanket additional insured.
6. **Certificate Language:** Language written on the Certificate of Insurance in the "**Description of Operations Section**" is not acceptable as an endorsement.
7. **Cancellation Notice:** All Certificates must provide a thirty **(30) days' cancellation notice provision**, ten (10) days for non-payment of premium).
8. **Self-Insure:** If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure, a copy of the certificate from the State consenting to self- insurance must be provided from the State of California as proof of insurance.
9. **Acceptable Insurers:** **LAWA** uses the A.M. Best Key Rating Guide as our reference. All acceptable insurers must have an A.M. Best **A-VI or better rating** to be acceptable to LAWA.

10. **Transportation Companies:** Passenger Carriers are regulated by the Public Utilities Commission (PUC). Any questions concerning passenger carrier requirements may be directed to the PUC.
- 0-7 passengers.....\$750,000
 - 8-15 passengers.....\$1,500,000
 - 16 or more passengers \$5,000,000
11. **Vehicle Schedules:** Unless “**ANY**” auto is covered under the automobile policy, a vehicle schedule is required. The schedule issued on behalf of transportation companies must provide the make, model, VIN number and passenger count for every vehicle operating on Airport property.
12. **Multiple Policies:** More than one insurance policy may be required to comply with the insurance requirements.
13. **Underwriter:** In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
14. **Project Reference:** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate “ALL PROJECTS AT LAWA” covered. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc.
15. **Excess Insurance:** An Excess Umbrella policy can be provided to assist with meeting the insurance requirement limit(s) when the primary insurance coverage is less than the amount of coverage required for the project.
16. **Expiration and Renewal:** LAWA insurance file expiration coincides with your coverage expiration. Renewal is not automatic. You must provide the Insurance Compliance Section with renewal information. When renewing your insurance file information, the agent/broker/underwriter must provide current endorsements and waivers. The effective date on the Certificate of Insurance must coincide with the endorsements and waivers. Insurance documents cannot be altered and provided as proof of insurance.
17. **Contract Administrator:** Questions regarding your **contract** should be directed to your Contract Administrator or office responsible for your contract, lease, permit or other agreement.

Certificate Holder Information:

**Los Angeles World Airports
Attn: Risk Management Department
P.O. Box 92216
Los Angeles, CA 90009**

All questions relating to insurance should be directed to Risk Management, Insurance Compliance Section at (424) 646-5480.

Delays or failure in submitting acceptable insurance documentation and attachments may result in the withholding of payments, or the interruption and/or discontinuance of operations LAWA.

Email all insurance documentation and Correspondence to: **RISKINSURANCE@LAWA.ORG**

Municipal Lobbying Ordinance

ATTENTION:

The following CEC Form 50 **must** be filled out completely and signed.

If you fail to sign the form or if you submit an incomplete CEC Form 50, your proposal/bid may be deemed non-responsive.

Bidder Certification

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

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

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

Certification

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

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

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

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

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

Name

Signature

Title

Date

BUSINESS ENTERPRISE PROGRAMS (SBE, LBE/LSBE, DVBE)

AFFIDAVIT
REQUIRED OF ALL PROPOSERS/BIDDERS
(This Affidavit will become part of the contract for the selected Proposer/Bidder)

The City of Los Angeles, Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA.

MANDATORY BUSINESS ENTERPRISE PARTICIPATION LEVELS:

This Project has the following mandatory participation levels:	If awarded the contract, the selected Proposer/Bidder commits to achieving the following participation levels on the Project:
SBE <u>10</u> %	SBE _____%
LBE <u>3</u> %	LBE _____%
LSBE <u>2</u> %	LSBE _____%
DVBE <u>1</u> %	DVBE _____%

Achievement level(s) will be calculated as the percentage of the total contract amount for which SBEs, LBEs, LSBEs or DVBEs were utilized. The selected Proposer/Bidder's performance on the applicable business enterprise levels will be monitored throughout the duration of the contract, and the business enterprise achievement levels will be calculated at the end of the contract term.

SUBCONTRACTORS:

As applicable, the selected Proposer/Bidder will be required to comply with California's "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) (www.leginfo.ca.gov/cgi-bin/calawquery?codesection=pcc&codebody=&hits=20).

Any reduction, increase, or other change to the SBE, LBE, LSBE or DBVE Subcontract amounts without prior written approval of Procurement Services Division (PSD) is considered an Unauthorized Subcontractor Substitution, and the selected Proposer/Bidder may be subject to a penalty. A subcontract dollar value increased or reduced solely as the result of a Change Order issued by LAWA to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.

Proposers/Bidders must list all Subcontractors on LAWA's Subcontractor Participation Plan and include all requested information. Only PSD is authorized to grant either initial approval of Subcontractor(s) or additions, deletions, and substitutions.

PENALTIES:

Violation of the SBE, LBE, LSBE and DVBE Program Rules and Regulations (http://www.lawa.org/welcome_LAWA.aspx?id=146) may result in financial penalties.

At the end of each project, LAWA may withhold as disputed funds 15% of the total dollar value of all subcontract(s) that appear to be in violation of the SBE, LBE, LSBE or DVBE Programs and 15% of the total dollar value of all subcontract(s) where work was performed on the project without, or prior to, approval by LAWA.

REPORTING REQUIREMENTS:

The selected Proposer/Bidder shall submit to LAWA, on a monthly basis, together with its invoice the Subcontractor Utilization Report listing the SBE, LBE, LSBE or DVBE subcontractors utilized during the reporting period. LAWA will not process or pay selected Proposer/Bidder's subsequent invoices if the Subcontractor Utilization Reports are not submitted with the monthly invoice.

The Contractor must submit the Final Subcontracting Report to PSD within fifteen (15) calendar days after a request for the report by PSD. Failure to comply shall result in the assessment of liquidated damages in the amount of \$100.00 per day by LAWA.

CERTIFICATION

The Bidder/Proposer certifies that it/he/she has read and understood the SBE, LBE, LSBE and DVBE Program Rules and Regulations (located at http://www.lawa.org/welcome_LAWA.aspx?id=146) and further certifies that, if awarded the Contract, it/he/she shall fully comply with LAWA's SBE, LBE, LSBE and DVBE Programs.

Company Name, Address and Phone Number

Signature of Officer or other Authorized Representative

Date

Print Name and Title of Officer or Other Authorized Representative

Project Title

ATTENTION PROPOSERS:

Your firm MUST fill out the Subcontractor Participation Plan completely, and provide accurate certification information, proposed dollar amounts, and proposed work percentages so that LAWA can properly credit your firm for the mandatory SBE, LBE/LSBE and DVBE requirements.

The project you are proposing on has the following mandatory minimum participation levels:

SBE: 10%
LBE: 3% (with 2% LSBE as a subset)
DVBE: 1%

Here are some examples of how a proposer can satisfy the SBE, LBE/LSBE, and DVBE requirements for this project:

Example 1:

Prime is OBE (non-certified) and proposes to use subcontractors as follows:

SBE: 10%
LBE: 1%
LSBE: 2%
DVBE: 1%

Example 2:

Prime is a Joint Venture (80% OBE partner and 20% SBE partner) and proposes to use subcontractors as follows:

LBE: 1%
LSBE: 2%
DVBE: 1%

Note: Since the JV has a 20% SBE partner, the 10% SBE requirement is satisfied.

Example 3:

Prime is SBE and proposes to use subcontractors as follows:

LSBE: 3%
DVBE: 1%

Note: Since the Prime is an SBE, it will be given 100% SBE credit. The LSBE subcontractor(s) automatically satisfy the LBE requirement.

Example 4:

Prime is LBE and proposes to use subcontractors as follows:

SBE: 10%
LBE: 1%
LSBE: 2%
DVBE: 1%

Note: Since the LBE program is a subcontracting program, the LBE Prime must still use LBE and LSBE subcontractor(s).

Example 5:

Prime is LSBE and proposes to use subcontractors as follows:

DVBE: 1%

Note: The Prime's LSBE status automatically satisfies the SBE, LBE and LSBE requirements.

Example 6:

Prime is DVBE and proposed to use subcontractors as follows:

SBE: 10%
LBE: 1%
LSBE: 2%

Note: Since the Prime is a DVBE, it will be given 100% DVBE credit.

These examples are provided for reference only and are not exhaustive. For program details, please review the specific documents via the links provided in the Administrative Requirements package.

If you have questions about your team composition to satisfy the mandatory SBE, LBE/LSBE, and DVBE requirements for this project, please call Procurement Services Division at (424) 646-5380.

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FREQUENTLY ASKED QUESTIONS

1. I want to be certified as an SBE so that I can work with LAWA. How do I get certified?

LAWA defines an SBE as an independently-owned and operated business that meets the criteria set forth by:

- The Federal Small Business Administration (SBA) 8(a) Business Development Program¹
or
- The State of California Small Business (SB) Program², *whichever is larger*

Firms can become certified by the Bureau of Contract Administration (<http://bca.lacity.org/>) and receive the designation of **SBE (Proprietary)**. The SBE (Proprietary) certification is used by the three Proprietary departments of the City of Los Angeles: LAWA, Harbor Department (Harbor), and the Department of Water and Power (DWP).

In addition to accepting the SBE (Proprietary) certification, LAWA also accepts many other certifications from various agencies.

If your firm is currently certified with one of the following agencies, it will be automatically considered an SBE by LAWA as long as it meets the City's SBE (Proprietary) certification criteria:

CERTIFYING AGENCY	CERTIFICATION	ACCEPTED BY LAWA AS SBE?
Federal Small Business Administration (SBA)	SBA 8(a) Business Devpt. Program	Yes
State of California Department of General Services (DGS)	SB, SB(PW), SB (micro)	Yes
California Department of Transportation (CALTRANS)	SMBE, SWBE, DBE	Yes
L.A. County Metropolitan Transportation Authority (METRO)	SBE, DBE	Yes
California Unified Certification Program (CUCP) Agencies: • City of Fresno • City of Los Angeles • San Diego County Regional Airport Authority (SAN) • San Francisco Bay Area Rapid Transit District (BART) • San Francisco International Airport (SFO) • San Francisco Municipal Transportation Agency (SFMTA) • San Mateo County Transit District (SAMTRANS) • Santa Clara Valley Transportation Authority (VTA) (also includes CALTRANS and METRO)	DBE	Yes
US Women's Chamber of Commerce (USWCC)	WOSB, EDWOSB	Yes
Women's Business Enterprise Council West (WBEC-WEST)	WOSB	Yes
National Women Business Owners Corporation (NWBOC)	WOSB, EDWOSB	Yes
City of Los Angeles	SBE, SBE(Proprietary), SLB	Yes
County of Los Angeles	LSBE	Yes

¹ For information regarding the size standards used by the Federal SBA 8(a) Business Development Program, see https://www.naics.com/wp-content/uploads/2017/10/SBA_Size_Standards_Table.pdf

² The State of California defines an SB as a business with 100 or fewer employees with average annual gross receipts of \$15 million or less over the last three years.

³ DBE-certified companies for all of the bulleted agencies can be found in one central database: http://www.dot.ca.gov/hq/bep/find_certified.htm

⁴ The State of California defines an SB(PW) as a business with 200 or fewer employees with average annual gross receipts of \$36 million or less over the last three years.

2. If I am an SBE, how does my participation count?

If the prime contractor is an SBE per the chart above, the prime's participation in the contract will count as 100% SBE. If the SBE prime contractor also utilizes SBE subcontractors, the total SBE participation will be counted as 100% SBE. If the prime contractor is not an SBE but uses SBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the SBE subcontractors versus the total dollars paid to the prime contractor.

3. How does LAWA track my SBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The SBE achievement level will be calculated as the percentage of the total dollars paid to SBE subcontractors versus the total dollars paid to the prime contractor.

4. If I am awarded a contract with an SBE participation level, can I be penalized for failing to meet my pledged SBE level?

Yes. LAWA's SBE Program is a mandatory program; therefore, the SBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of not more than ten percent (10%) of the unpaid/underpaid amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any SBE Subcontract amount. If an SBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the SBE participation will not be subject to a penalty.

5. If a prime contractor is assessed a 10% penalty, to whom is the penalty paid?

LAWA's Board of Airport Commissioners has the authority to assess the penalty, and it will be paid to LAWA.

6. How can I find certified SBE's?

LAWA uses the following databases for SBE certification verification:

- State of California: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
- California Unified Certification Program: http://www.dot.ca.gov/hq/bep/find_certified.htm
- California Dept. of Transportation: <http://www.dot.ca.gov/ucp/GetLicenseForm.do>
- L.A. County Metropolitan Transportation Authority:
http://smallbusinessquery.metro.net/pages/naics_lookup.aspx
- City of Los Angeles (SLB): http://bca.lacity.org/index.cfm?nxt=slb&nxt_body=slbindex.cfm
- http://www.lawa.org/uploadedFiles/LAWA/Business/SBE_Directory.pdf

7. If SBE certification is good for two years and a contract is three years long, what happens?

If you are certified by one of the recognized agencies listed on page 1, LAWA will honor your certification for the duration of your certification with the issuing agency. A firm is responsible to follow the required guidelines of the certification agency to maintain its SBE status.

8. If I was previously certified as a LAWA SBE, do I have to re-apply for SBE (Proprietary) designation?

All firms certified as LAWA SBE prior to July 1, 2016 were automatically converted to SBE (Proprietary) and issued a revised certification letter. If you did not receive a revised certification letter or have questions regarding the status of an application issued under the LAWA SBE Certification, please contact LAWA's Certification Manager at 213-847-2650.

IMPORTANT: If you and/or your subcontractors are SBE certified, please submit a copy of the certification with your bid/proposal. Further, you must ensure that the specific categories of work that you or the SBE subcontractors will perform on the project are relevant to the NAICS (North American Industry Classification System) codes for which you/they were certified in order for you to receive SBE participation credit from LAWA.

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

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM FREQUENTLY ASKED QUESTIONS

1. How can I get certified as an LBE?

In order to qualify as an LBE, a firm must demonstrate that it meets the following criteria:

- Must have a workspace within LA County
- Must be in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes
- Can demonstrate:
 - a. at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total hours worked on annual basis; or
 - b. at least half of its full-time employees work within the boundaries of the County at a minimum of 60 percent of their total regular hours worked on annual basis; or
 - c. it is headquartered in the County of Los Angeles. Headquartered means that the business physically conducts and manages all of its operations from a location in the County

To start the certification process, register your firm at <http://www.labavn.org> and upload a completed Local Business Enterprise Affidavit of Eligibility. After review, an analyst will contact you for submission of required supporting documentation.

2. What happens if I have LSBE certification from the County of Los Angeles?

- Your firm will be recognized as an SBE by LAWA.
- However, your firm must submit a Local Business Enterprise Affidavit of Eligibility with the City of Los Angeles.
- If your firm meets the City of Los Angeles' LBE criteria and consequently obtains LBE certification, your firm will then be recognized as an LBE and LSBE by LAWA.

3. Will you accept my LBE certification from the Los Angeles Harbor Department?

No. The Harbor Department's definition of "local" for their LBE program includes five Southern California counties.

In contrast, LAWA's and the City of Los Angeles' definition of "local" for our LBE program requires that an applicant firm's work space is located in and/or employees are working within Los Angeles County under certain conditions. Please see the summary provided above.

4. If I am an LBE, how does my participation count?

If the prime contractor only has LBE certification, the prime's participation in the contract does not count towards the LBE goal, because the LBE program is a subcontracting program. This means that the prime contractor must utilize LBE subcontractors in order to get LBE credit. LAWA will credit the prime contractor with the percentage of total dollars paid to the LBE subcontractors versus the total dollars paid to the prime contractor.

However, if the prime contractor has both LBE **and** SBE certifications, the prime's participation in the contract will count as 100% LBE, 100% SBE, and 100% LSBE.

5. How does LAWA track my LBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The LBE achievement level will be calculated as the percentage of the total dollars paid to LBE subcontractors versus the total dollars paid to the prime contractor.

6. If I am awarded a contract with an LBE participation level, can I be penalized for failing to meet my pledged LBE level?

Yes. LAWA's LBE Program is a mandatory program; therefore, the LBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any LBE Subcontract amount. If an LBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the LBE participation will not be subject to a penalty.

7. How can I find LBEs?

You can search for LBEs on LABAVN: <https://www.labavn.org/>

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

LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROGRAM FREQUENTLY ASKED QUESTIONS

1. How can I get certified as an LSBE?

There is no separate LSBE certification process with the City of Los Angeles or with LAWA. In order to qualify as an LSBE, a firm must be certified as an SBE and LBE. Please see the previous FAQ sheets for the SBE program and the LBE program for guidelines.

2. If I have City of Los Angeles SLB certification, is that the same thing as being an LSBE?

No. SLB certification demonstrates that the business meets the size standard to be a small business; however, no validation process occurs to determine the locality of the business; therefore, the two are not equivalent.

3. What happens if I have LSBE certification from the County of Los Angeles?

- Your firm will be recognized as an SBE by LAWA.
- However, you must submit a Local Business Affidavit of Eligibility with the City of Los Angeles.
- If your firm meets the City of Los Angeles' LBE criteria and consequently obtains LBE certification, your firm will then be recognized as an LBE and LSBE by LAWA.

4. If I am an LSBE, how does my participation count?

If the prime contractor is an LSBE, the prime's participation in the contract will count as 100% SBE, LBE, *and* 100% LSBE. If the LSBE prime contractor also utilizes LSBE subcontractors, the total LSBE participation will be counted as 100% LSBE. If the prime contractor is not an LSBE but uses LSBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the LSBE subcontractors versus the total dollars paid to the prime contractor.

5. How does LAWA track my LSBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The LSBE achievement level will be calculated as the percentage of the total dollars paid to LSBE subcontractors versus the total dollars paid to the prime contractor.

6. If I am awarded a contract with an LSBE participation level, can I be penalized for failing to meet my pledged LSBE level?

Yes. LAWA's LSBE Program is a mandatory program; therefore, the LSBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any LSBE Subcontract amount. If an LSBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the LSBE participation will not be subject to a penalty.

7. How can I find LSBEs?

You can search for LSBEs on LABAVN: <https://www.labavn.org/> by selecting SBE *and* LBE as your search criteria.

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

DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM FREQUENTLY ASKED QUESTIONS

1. How can I get certified as a DVBE?

The City of Los Angeles and LAWA does not process applications for DVBE certifications. If your firm is currently certified with one of the following agencies, it will be automatically considered as a DVBE by LAWA:

CERTIFYING AGENCY	CERTIFICATION	ACCEPTED BY LAWA AS DVBE?
U.S. Department of Veterans Affairs*	Service-Disabled Veteran-Owned Small Business (SDVOSB)	Yes
U.S. Small Business Administration*	Service-Disabled Veteran-Owned Small Business (SDVOSB)	Yes
State of California	Disabled Veteran Business Enterprise (DVBE)	Yes
County of Los Angeles	Disabled Veteran Business Enterprise (DVBE)	Yes

* The SDVOSB must be headquartered in California to qualify as a DVBE with LAWA.

2. If I am a DVBE, can my certification be verified in LABAVN?

Yes. In your LABAVN profile, please click "Certifications" and then click "Request for Certifications" to select the appropriate agency which certified your firm. LABAVN will then verify your certification with that agency, and your DVBE designation should appear for your firm.

3. If I am a DVBE, how does my participation count?

If the prime contractor is a DVBE per the chart above, the prime's participation in the contract will count as 100% DVBE. If the DVBE prime contractor also utilizes DVBE subcontractors, the total DVBE participation will be counted as 100% DVBE. If the prime contractor is not a DVBE but uses DVBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the DVBE subcontractors versus the total dollars paid to the prime contractor.

4. How does LAWA track my DVBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The DVBE achievement level will be calculated as the percentage of the total dollars paid to DVBE subcontractors versus the total dollars paid to the prime contractor.

5. If I am awarded a contract with a DVBE participation level, can I be penalized for failing to meet my pledged DVBE level?

Yes. LAWA's DVBE Program is a mandatory program; therefore, the DVBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any DVBE Subcontract amount. If a DVBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the DVBE participation will not be subject to a penalty.

6. How can I find DVBEs?

The following databases can be used to search for DVBEs:

- U.S. Department of Veterans Affairs: <https://www.vip.vetbiz.gov/>
- U.S. Small Business Administration: <https://www.sam.gov/portal/SAM/#1>
- State of California: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

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

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Bidder/Proposer and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit. You may add pages as needed.

Project Title – The name of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount bidder/proposer proposed for the project.

Company Information – The complete name, address, phone number (including area code), Federal Tax Identification Number, email and contact person for the bidder/proposer and each subcontractor, vendor or supplier.

- **Ethnicity** – African American, Hispanic American, Native American, Asian-Pacific Islander, Subcontinent Asian Indian, Asian American, Aleut, Eskimo, Caucasian

- **Gender** – Male, Female

- **Certification Type*** –

ACDBE (Airport Concession Disadvantaged Business Enterprise)

DBE (Disadvantaged Business Enterprise)

DVBE (Disabled Veteran Business Enterprise)

LBE (Local Business Enterprise)

LSBE (Local Small Business Enterprise)**

MBE (Minority Business Enterprise)

SBE (Small Business Enterprise)

WBE (Woman Business Enterprise)

*Any firm that is not certified as an ACDBE, DBE, DVBE, LBE, LSBE, MBE, SBE or WBE is considered an OBE (Other Business Enterprise).

**LSBE designation is only for firms that are certified as both SBE and LBE.

- **Certifying Agency** – Agency that issued the certification

City of Los Angeles (Department of Public Works)

CALIF DGS (State of California Department of General Services)

CALTRANS (California Department of Transportation)

METRO (L.A. County Metropolitan Transportation Authority)

SBA (Federal Small Business Administration)

DVA (Department of Veterans Affairs)

USWCC (US Women's Chamber of Commerce)

WBEC-WEST (Women's Business Enterprise Council – WEST)

NWBOC (National Women Business Owners Corporation)

Description of Project Services – A brief description of the work the bidder/proposer or subcontractor will perform.

NAICS – North American Industry Classification System codes listed at <http://www.census.gov/epcd/www/naics.html>

In order to receive credit for ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation, the companies must be certified in the NAICS code for the specific work they will perform on the contract.

Amount Proposed – Indicate the anticipated amount to be paid to the subcontractor over the term of the contract.

Proposed Percentage – Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount.

Please note: For projects with ACDBE or DBE goals, the Code of Federal Regulations, Title 49, Part 26.55(e) allows only 60% of the Amount Proposed to be used in the calculation for a subcontractor who is a regular dealer/supplier.

Signature/Date – This form must be signed by a responsible person capable of committing the firm contractually.

Participation Level Proposed by Bidder/Proposer –

Indicate the level of ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation proposed by Bidder/Proposer.

Goal(s) Stated in the Request for Bid/Proposal –

The ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE goal(s) established by Procurement Services Division for the Request for Bid/Proposal.

For information regarding the certification process, please call the Department of Public Works, Centralized Certification Section at (213) 847-2684.

SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.

Project Title: _____ Today's Date: _____

BIDDER/PROPOSER COMPANY INFORMATION		Bid/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	FEDERAL TAX ID #:			
CONTACT NAME:	EMAIL:			
TELEPHONE NO:				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____				NAICS:
SUBCONTRACTOR COMPANY INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	FEDERAL TAX ID #:			
CONTACT NAME:	EMAIL:			
TELEPHONE NO:				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____				NAICS:
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	FEDERAL TAX ID #:			
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CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____				NAICS:

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:		ETHNICITY:			
ADDRESS:		GENDER:			
CITY/STATE/ZIP:		EMAIL:			
CONTACT NAME:		FEDERAL TAX ID #:			
TELEPHONE NO:					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____					NAICS:
NAME:		ETHNICITY:			
ADDRESS:		GENDER:			
CITY/STATE/ZIP:		EMAIL:			
CONTACT NAME:		FEDERAL TAX ID #:			
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CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____					NAICS:
NAME:		ETHNICITY:			
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NAME:		ETHNICITY:			
ADDRESS:		GENDER:			
CITY/STATE/ZIP:		EMAIL:			
CONTACT NAME:		FEDERAL TAX ID #:			
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CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____					NAICS:

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	EMAIL:			
CONTACT NAME:	FEDERAL TAX ID #:			
TELEPHONE NO:				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____		NAICS:		

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the subcontractors anticipated to be utilized if this project is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that any and all changes or substitutions must be authorized by the LAWA Procurement Services Division prior to their implementation. An amended Subcontractor Participation Plan is required for any substitution or change to Subcontractors listed on the originally submitted Plan.

Participation Level(s) Proposed by Bidder/Proposer:	_____ % <input type="checkbox"/> ACDBE
	_____ % <input type="checkbox"/> DBE
	_____ % <input type="checkbox"/> DVBE
	_____ % <input type="checkbox"/> LBE
	_____ % <input type="checkbox"/> LSBE
	_____ % <input type="checkbox"/> MBE/WBE
	_____ % <input type="checkbox"/> SBE

Goal(s) Stated in the Request for Bid/Proposal:	_____ % <input type="checkbox"/> ACDBE
	_____ % <input type="checkbox"/> DBE
	_____ % <input type="checkbox"/> DVBE
	_____ % <input type="checkbox"/> LBE
	_____ % <input type="checkbox"/> LSBE
	_____ % <input type="checkbox"/> MBE/WBE
	_____ % <input type="checkbox"/> SBE

SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____ PHONE _____

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.

ATTACHMENT 1

(The following administrative requirements are language only)

Affirmative Action

AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Los Angeles Administrative Code Section 10.8 to 10.8.4

Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to contract only with those contractors that comply with the non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to non-discrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving non-discrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Practices Program.

SECTION HISTORY

Based on Ord. No. 132,533, Eff. 7-25-66.

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1. Definitions.

Except for Section 10.8.2.1, the following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

"Contract" means any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition 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. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention, as determined by the DAA, are exempt.

"Contractor" means any person, firm, corporation, partnership or any combination thereof, who enters into a contract with any Awarding Authority of the City of Los Angeles.

"Designated Administrative Agency (DAA)" means the Department of Public Works, Office of Contract Compliance created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code. That office is also known as the Department of Public Works, Bureau of Contract Administration.

"Domestic Partners" means, for purposes of this article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by an employer of at least one of the domestic partners.

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Minority" is defined to mean "minority person" as the phrase is defined in Subsection (f) of Section 2000 of the California Public Contract Code, as amended from time to time.

"Subcontractor" means any person, firm or corporation or partnership, or any combination thereof, who enters into a contract with a Contractor to perform or provide a portion or part of any Contract with the City.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

Non-discrimination Practices as outlined in Section 10.8.2 of this Code apply to all contracts.

Equal Employment Practices as outlined in Section 10.8.3 of this Code apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

Affirmative Action Program as outlined in Sections 10.8.4 and 10.13 of this Code applies to all Construction Contracts of \$25,000 or more and all non-Construction Contracts of \$25,000 or more.

SECTION HISTORY

Added by Ord. No. 173,186, Eff. 5-22-00.

Amended by: In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every Contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the Contractor in the performance of such Contract not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such Contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with 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. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Title and Sec., Ord. No. 172,910, Eff. 1-9-00; Title and Section, Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2.1. Equal Benefits Ordinance.

(a) **Legislative Findings.** The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, 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 these businesses.

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

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

(b) **Definitions.** For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) **Benefits** means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if

applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) **City** means the City of Los Angeles.

(5) **Contract** means an agreement the value of which exceeds \$25,000. It includes agreements for work or services to or for the City; for public works or improvements to be performed; agreements for the purchase of goods, equipment, materials, or supplies; or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

(6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) **Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration.

(8) **Domestic Partner** means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

(9) **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) **Equal Benefits** means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) **Subcontractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) **Equal Benefits Requirements.**

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

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

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

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

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

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

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

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

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

(g) Administration.

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to ensure that the Contractor is acting in compliance with the Equal Benefits Ordinance. Contractor's failure to cooperate with the DAA may result in a determination by the DAA that the Contractor is not in compliance with the Equal Benefits Ordinance, which may subject the Contractor to enforcement measures set forth in Section 10.8.2.1(h).

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

(h) Enforcement.

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(i) Non-applicability, Exceptions and Waivers.

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) **Consistency with Federal or State Law.** The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) **Severability.** If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(l) Timing of Application.

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

SECTION HISTORY

Added by Ord. No. 172,908, Eff. 1-9-00.

Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04; Subsecs. (b)(5) and (g)(2), Ord. No. 184,294, Eff. 6-27-16.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles 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, color, religion, national origin, ancestry, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, 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 DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon 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. The 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 DAA. 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 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, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the 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 DAA, 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. By affixing its signature on a Contract that is subject to this article, 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 employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where 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 similar 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. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. 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; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. 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; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the

Affirmative Action Program provisions of City Contracts and, upon 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 a City Contract. The 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 DAA. No 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action 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.

N. 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. 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; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Assignment of Anti-Trust Claims

ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

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.

First Source Hiring

FIRST SOURCE HIRING PROGRAM

Pursuant to Resolution No. 22674 adopted by Board of Airport Commissioners on April 18, 2005, any contract awarded July 1, 2005 and thereafter shall be subject to the applicable provisions of the First Source Hiring Program (FSHP) for LAX airport jobs. This program will provide early access to targeted applicants for available LAX airport jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants.

All Contractors, Lessees, Licensees, and Construction Contractors with non-trade jobs, with new, amended, or renewed contracts will be required to participate in this program. As such, the FSHP will be incorporated as a material term of all LAX airport contracts, lease agreements and licensing or permitting agreements.

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

Failure to comply with this contract provision may result in liquidated damages of \$1,000.00.

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6053 W. Century Blvd., 3rd Floor, Los Angeles, CA 90045, (424) 646-7300, (424) 646-9257 fax., web: <https://www.lawa.org/en/lawa-employment/lawa-business-and-job-resources-center>

Living Wage Ordinance

LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements include, among other things : (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

For "Airport Employees," the living wage rate, effective **July 1, 2021**, is **\$17.00** per hour. Additionally, in accordance with Section 10.37.3(a) of the LWO, the health benefits are to be adjusted consistent with Section 10.37.2(a). Consequently, the health benefits will increase to **\$5.67** per hour or **\$22.67** per hour without health benefits.

Compliance with LWO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business (for lessees and licensees only)), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- [Employee Information Form](#)
- [Subcontractor Information Form](#)

All the forms pertaining to LWO compliance are available at: <https://bca.lacity.org/LWO%20Printable%20Forms>. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO compliance at LAWA, please contact us at 424-646-5380 or procurementrequirements@lawa.org.

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

City of Los Angeles

CALIFORNIA



Eric Garcetti
MAYOR

CURRENT AND PRIOR LIVING WAGE RATES FOR AIRPORT EMPLOYEES

EFFECTIVE DATES	CASH WAGE + HEALTH BENEFITS (HB)	FULL CASH WAGE*
July 1, 2021 – June 30, 2022	\$17.00 + \$5.67 per hour in HB	\$22.67 per hour
July 1, 2020 – June 30, 2021	\$16.50 + \$5.55 per hour in HB	\$22.05 per hour
July 1, 2019 – June 30, 2020	\$15.25 + \$5.34 per hour in HB	\$20.59 per hour
July 1, 2018 – June 30, 2019	\$13.75 + \$5.24 per hour in HB	\$18.99 per hour
July 1, 2017 - June 30, 2018	\$12.08 + \$5.18 per hour in HB	\$17.26 per hour
Oct 5, 2016 - June 30, 2017	\$11.68 + \$5.05 per hour in HB	\$16.73 per hour
July 1, 2016 – Oct 4, 2016	\$11.27 + \$4.91 per hour in HB	\$16.18 per hour
July 1, 2015 - June 30, 2016	\$11.17 + \$4.87 per hour in HB	\$16.04 per hour
July 1, 2014 - June 30, 2015	\$11.03 + \$4.81 per hour in HB	\$15.84 per hour
July 1, 2013 - June 30, 2014	\$10.91 + \$4.76 per hour in HB	\$15.67 per hour
July 1, 2012 - June 30, 2013	\$10.70 + \$4.67 per hour in HB	\$15.37 per hour

*The "Full Cash Wage" is the wage rate that employees must receive if their employer does not provide them with health benefits.

For additional information or assistance, call:

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Email: bca.eeoe@lacity.org

EXHIBIT A

DETAILED SCOPE OF SERVICES

This Exhibit describes, on a preliminary basis, the scope and business requirements requested of the Successful Proposer. The terms contained herein should be considered illustrative and are subject to change.

As outlined in the RFP, there are two components to the Scope of Services:

- I. Customer-Centric Technology and Analytics Capabilities
- II. Management and Operations of Fixed Route, Scheduled FlyAway® Shuttle Services – Van Nuys and Union Station Routes

I. CUSTOMER-CENTRIC TECHNOLOGY AND ANALYTICS CAPABILITIES

A. Customer User Interface Application Technology

Successful Proposer shall develop and provide a customer-facing user-friendly platform for FlyAway® customers that offers a consistent, seamless interface through various mobile devices, including iOS, Android, and Microsoft. This automated platform or application, should include the ability for passengers to buy and download tickets, reserve space or specific seats, get route information, track buses, enable customer loyalty program management, provide feedback and comments and other features that will help customers with their journey. This platform must be ADA compliant and adhere to LAWA information security requirements (Exhibit H). The platform shall have the capability to integrate with third parties (e.g. airlines) through an application programming interface (API) provided by the Successful Proposer.

B. Trip Planning

The Successful Proposer will provide customers with real-time FlyAway® vehicle location and available capacity information through the Customer User Interface Application. , The Customer User Interface Application shall also include integration of real-time data feeds of other mobility offerings within the FlyAway® service areas, including fixed-route operators that allows a user to input trip origin and receive multi-modal instructions/options to utilize the FlyAway to get to LAX. The Successful Proposer will make real-time trip information and service alerts available through the General Transit Feed Specification (GTFS-RT) to be utilized by consumer trip planning apps, including but not limited to Google, Apple, Moovit and Transit apps. The Created/Supported/Revised GTFS files will be made available to LAWA for distribution to mapping companies and others as requested.

C. Fare Analysis and Program Development

1. Fare Structure. LAWA will set:

- One-way fare: a maximum per person one-way fare amount
- Monthly pass fare: a maximum monthly fare amount

The Successful Proposer may develop and offer additional fare options to encourage ridership, optimize operational efficiency (i.e. cost per rider), while being revenue neutral or better subject to LAWA approval.

The fare options may include but is not limited to any of the following elements:

- Monthly subscription or bulk trip purchase options
- Dynamic or peak/off-peak pricing
- Yield based pricing
- Fare classes (individual, group, family fare, or other options)
- Customer loyalty program
- Advanced purchase discounts

LAWA may require the development and offering of certain types of fares on a scheduled or ad hoc basis (e.g. discount, special fare, holiday fare, etc.).

Successful Proposer shall be able to integrate all standard and ad hoc fare types and associated advertising into the Customer User Interface Application.

2. Fare Policy - Based on operating performance, the Successful Proposer will have the opportunity to revisit fare options on a bi-annual basis and propose any revisions to the fare structure and/or pricing model with LAWA.

D. Trip Booking and Ticket Sales

1. Ticket Sales - The Successful Proposer will be required to sell passes, to collect all revenue from FlyAway® passes, and to establish and provide revenue control procedures. The Successful Proposer must provide, wherever possible, contactless transactions to facilitate remote, digital interactions. These services include, but are not limited to, the following:
 - i. Payment services through a unified, secured e-pay portal
 - ii. Touchless ticketing sales and boarding
 - iii. Direct assistance services
 - iv. Program application, enrollment and sign-up services

In addition, to the greatest extent practicable, all services that are offered online must be accessible to people with sensory disabilities and those with limited English proficiency or individuals with limited online proficiency.

Payment Methods – The Successful Proposer shall offer contactless forms of payment via the technology platform, including Google Pay and Apple Pay, and accept debit and credit cards. All credit card transactions must be processed using the Successful Proposer's credit card merchant processor, and deposited weekly to LAWA's designated bank account. The Successful Proposer will serve as the merchant of record.

2. Booking and Reservations - The Successful Proposer shall provide a FlyAway® booking platform, both online and in-person (at LAX and relevant terminus stations for fixed-route). The Successful Proposer is required to offer a reservation platform to allow FlyAway® riders to reserve a space on the bus – or specific seats – when purchasing their ticket. Two (2) self-service kiosks should be located at Van Nuys. Proposer will provide hardware and software for the kiosks. Other kiosk placements will require additional review and approval by LAWA.
3. Metro TAP Integration and Equipment – Successful Proposer will incorporate Metro's Transit Access Pass (TAP) program to ensure FlyAway® passengers can use the existing TAP retail network to add stored value to their TAP account to purchase FlyAway® fares. At minimum, this network would enable the purchase and loading of a FlyAway® fare product and stored value for the TAP card, with a desired integration with the TAPForce cloud wallet developed by Metro. LAWA, through Metro, may supply TAP card readers called Bus Mobile Validators (BMVs) to the Successful Proposer for acceptance of TAP as a form of payment for the FlyAway® ticket. If requested, the Successful Proposer must coordinate with LAWA and Metro personnel, or their authorized third-party vendor representatives, to ensure the completion of the BMV installation on its entire fleet or designated location(s) prior to the commencement date of FlyAway® services.
4. Optional / Future Offering: Point-Of-Sale Integration – LAWA may request Successful Proposer to facilitate point-of-sale integration to allow customers to book and pay for FlyAway® tickets through 3rd party entities such as airlines, corporate travel systems, regional transportation providers, travel agents or websites, and hotels. Successful Proposer will architect their technology solution in such a way as to easily facilitate such integrations and will be required to write, design, and provide an API to third parties when directed by LAWA.

E. Revenue Control and Audit Plan

Successful Proposer shall ensure charge and collection from persons utilizing the FlyAway® are only such fares and charges as established or authorized by BOAC and that controls are in accordance with the Business Operations Plan as submitted and approved by LAWA (refer to Section II).

Successful Proposer shall implement and maintain Payment Card Industry (PCI) Data Security Standards compliance, and provide a copy of its Attestation of Compliance to LAWA on an annual basis.

Successful Proposer shall reconcile tickets sold and the respective fares received and shall certify in writing that all fares for the designated period have been remitted. The successful proposer shall provide financial transaction reports as required by LAWA. The City of Los Angeles, or its duly authorized representatives, shall have the right of access and the right to examine and audit all records of the Successful Proposer pertaining to the management and operation of the FlyAway® Services under the Agreement.

F. Client-Facing Performance Monitoring and Analytics Solution

The Successful Proposer will provide a client-facing, web-based performance data warehousing and analytics solution accessible through approved user authentication that provides real-time data visualizations and reporting, enables dynamic client-generated queries through a user-friendly interface, and allows exports of data on FlyAway® service performance and usage of the Customer User Application described in Section I. Data integration will need to align with LAWA's implementation of the Mobility Data Specification (MDS).

Service performance should include trip level metrics, such as the trip distance, duration, schedule adherence, causation of service delays or disruption, and fuel consumption. The client-facing solution shall report on the key performance indicators (KPIs) on a recurring basis without additional costs whether provided daily, weekly, monthly or as appropriate, including but not limited to the following:

- a. Ridership:
 - i. Ridership by stop/route/schedule
 - ii. Ridership by type. (Including: One time, Repeat ridership, Family, Group, or LAWA Employee.)
- b. Demand:
 - i. Load factor
 - ii. Listing of the top origin/destination, location pairs (on-demand service)
- c. Reliability:
 - i. Service delays
 - ii. Late trips
 - iii. Missed trips
 - iv. Travel/Trip Times
 - v. Stop timestamps (arrival/departure)
- d. Safety:
 - i. # accidents
 - ii. # incidents
- e. Cost:
 - i. Net pax cost / cost per passenger
 - ii. Cost per revenue mile
- f. Revenues:
 - i. Customer revenue distribution (fare type, product, geography)
- g. Bookings:
 - i. % sales pre-booked online
 - ii. % sales on app (if applicable)
 - iii. % of sales via TAP
 - iv. Time of booking to service usage
 - v. Trip cancellation rates (for reservations on any service, or bookings on on-demand service)
 - vi. % sales through 3rd parties (airlines, hotels, online travel agency (OTAs)) and partnership agreements (if applicable)

- h. Customer Experience:
 - i. Customer complaints
 - a. Note ADA specific customer complaints must be annotated.
 - ii. Net promoter score (customer satisfaction)
- i. Operations:
 - i. Revenue miles
 - ii. Non-revenue (deadhead miles)
 - iii. Road calls per/100k miles
- j. Sustainability:
 - i. Reduced vehicle miles traveled (VMT) for employees
 - ii. Reduction in auto trips
 - iii. GHG emissions reduction

The Successful Proposer shall ensure the solution supports live connections with LAWA dashboards and service modules, both internal and external facing, and is customizable to incorporate additional operations and maintenance data, including a live fleet dashboard and vehicle asset inventory.

The Successful Proposer shall provide LAWA staff with adequate training to use the solution. LAWA staff training combined with ongoing client success support services is preferred.

The Successful Proposer may be required to comply with existing and future data standards that LAWA may adopt over the course of the contract.

G. Customer Service

1. Successful Proposer shall provide exceptional 24-hour customer service aligned with LAWA's vision of "Gold Standard ... Airports Delivered" including, but not limited to, managing and resolving customer complaints within seven calendar days.
2. Successful Proposer shall provide a 24-hour critical response portal for riders and drivers that responds to collisions, safety incidents, lost items and citations.
3. Successful Proposer shall maintain a customer complaint data management system that must be shared with LAWA staff to analyze feedback, complaints, and inquiries. At LAWA's discretion, LAWA may require Successful Proposer's third-party integration of its customer data management system with LAWA's Data & Analytics Center of Excellence platform for Data Management Solution for a consolidated complaint management system.

H. Customer Insights and Digital Marketing

1. Customer Insights and Brand Awareness - The Successful Proposer shall collect, aggregate and assess customer insights on the FlyAway® experience, existing brand loyalty, and general brand awareness of FlyAway® among LAX passengers and employees to inform and make recommendations to LAWA.

The Successful Proposer shall be able to provide a summary of the FlyAway® customer experience, including the existing brand footprint, key customer segments, and competitive differentiation opportunities to increase awareness and subsequent ridership, and to continually improve the customer experience.

To ensure continuous collection of customer insights, the Successful Proposer shall have the capability and resources to anonymize and aggregate customer feedback for LAWA through the Client-Facing Performance Monitoring and Analytics Solution, including the net promoter score, customer feedback collected through the customer service center, and ad-hoc trip surveys.

LAWA will exclusively own all new data created or collected ("New Data") in Successful Proposer's performance of the Scope of Services. All use, sharing, distribution or disclosure of the data unrelated to performing the agreement is restricted absent prior written approval of a use license.

2. Marketing - The Successful Proposer shall have the capability and resources to enhance awareness of the FlyAway® service and increase ridership. Key marketing activities will include the following:
 - a. Targeted Digital Marketing: Based on the customer insights and targeted marketing approach, the Successful Proposer shall use their technology platform – and integrations with other digital portals – to promote the FlyAway® service.
 - b. Optional / Future Offering: Partnerships and Promotions: In concert with LAWA facilitation and approval, LAWA may require the Successful Proposer to assist with the development and structure of incentive programs that would promote the use of FlyAway® services, such as marketing and branding partnerships with various entities (such as CLEAR and Transportation Security Administration Pre-Check) and companies (airlines, hotels, transit and commuter rail, Online Travel Agencies, and others). Successful Proposer will provide the API for such integrations.

In addition to ongoing promotional partnerships, the Successful Proposer may propose seasonal or special event promotions that increase FlyAway's service offerings and ridership. Any additional service offerings that result from the proposed partnerships will be evaluated based on their ridership potential, cost-effectiveness, and any cost-sharing with the proposed partner.

The Successful Proposer shall provide updates and available metrics on the success of targeted marketing efforts to LAWA on an annual basis, at minimum, alongside a review of aggregated customer feedback to continually assess the customer experience, and recommend proposed service and marketing adjustments simultaneously.

3. Communications Collateral - The Successful Proposer shall have the capability and resources to develop digital communication materials to be posted on their software portals and distributed by LAWA using various types of media, including social media platforms, for dissemination of information, public notices, and real-time updates. All communications materials shall be submitted in advance for approval from LAWA.

I. Service Analytics and New Market Development

LAWA is interested in opportunities to provide more service offerings in new areas, optimizing service during off-peak times, or as supplements to traditional services as part of an “umbrella of services” model for the FlyAway®. During the term of the Agreement, LAWA may elect to collaborate with the Successful Proposer to identify, develop and operate new FlyAway® markets or additional FlyAway® routes.

The Successful Proposer will demonstrate prior experience and qualifications with conducting service analysis, proposing service enhancements, and developing new service delivery models. Leveraging their technology platform and analytics capabilities, the Successful Proposer will work collaboratively with LAWA to conduct periodic assessments of existing service to optimize current operations, as well as identify potential new markets and services. Such assessment may include the following considerations:

- a. *Optimizing fixed-route operations:* How to improve service and grow ridership around current service areas (Union Station and Van Nuys), as well as other recently served routes or potential new routes deemed to be viable for fixed-route service.
- b. *Providing on-demand service:* Numerous private companies offer on-demand transportation or ride-hailing services to LAX. LAWA is interested in the use of on-demand service models to increase the number of people arriving at LAX in vehicles carrying multiple passengers. The Successful Proposer will possess experience collecting and assessing travel data and customer insights to propose recently served areas and/or new markets that could be served by on-demand service, and to build a proposed operating plan and business model for LAWA’s consideration for future implementation.
- c. *Exploring other services and modes:* Besides those listed above, the Successful Proposer will identify other solutions that could add value to LAWA and the FlyAway® brand, including strategies to offer seamless first/last mile connections to FlyAway® service, and other direct airport connections that benefit passenger and employee travel to LAX.

LAWA at its sole discretion may deem a market and/or new route to be viable, and may request a price proposal and accompanying financial model for the service from the Successful Proposer. LAWA reserves the right to solicit a competitive procurement for the delivery and operations of the service. If the Successful Proposer provides such services, applicable operational terms will be determined and compensation negotiated as appropriate with the authorities and abilities of the Chief Executive Officer.

II. MANAGEMENT AND OPERATION OF FIXED ROUTE, SCHEDULED FLYAWAY® SHUTTLE SERVICES

Manage and operate transportation service to support the following distinct shuttle routes to and from LAX:

- Van Nuys
- Union Station (Downtown LA)

A. Exceptional Service Provision – Successful Proposer shall provide the highest level of professional, safe and efficient shuttle bus services to the general public, including, without limitation, customers with disabilities.

B. Staffing Plan

The Successful Proposer must ensure appropriate personnel and staffing levels to fulfill the terms of the Agreement. The Staffing Plan for the management and operation of FlyAway® Shuttle Services should include, but not limited to, the following positions: General Manager, Operations Manager(s), Maintenance Manager(s), Maintenance Quality Assurance Inspector(s), Mechanics, Dispatchers, Supervisors, and other staff as appropriate.

At minimum the staffing plan shall include, but not be limited to the following:

General Manager – Responsible for overall program management and bus operations, including preparation and administration of budget, timely response to passenger complaints, performing data analysis, preparation of reports, recommending strategic solutions for operational efficiency of an airport transportation system, and responding to LAWLA management requests.

Operations Manager(s) – Responsible both for operational and financial management of the service, including ensuring schedule adherence, reporting collisions and incidents, resolving passenger complaints, managing results of California Highway Patrol inspections, and managing the compilation of statistical data as required by LAWLA.

Dispatcher/Supervisor on Duty – During operating hours that is responsible for dispatching buses on each assigned shift and performing other related duties to ensure FlyAway® services are delivered on-time, safe, efficient, and in a courteous manner.

C. Fleet Plan

The Fleet Plan for the FlyAway® Bus Service Routes should be composed of vehicles providing a seating capacity, with luggage (see Exhibit G for the baggage guidelines), to meet current demand with organic and targeted annual growth for each year of the Agreement.

1. Vehicle Specifications - All vehicles used for public FlyAway® service must meet the following requirements and specifications:
 - a. Vehicle Year and Mileage – New or used (50,000 miles or less and last four model year or newer) bus fleet must be procured by the Successful Proposer for this opportunity. Proposers shall determine the appropriate size and quantity of fleet for each route in operation.
 - b. Americans with Disabilities Act (ADA) – Successful Proposer vehicles must be fully compliant with ADA requirements
 - c. Alternative-Fuel Vehicles - Successful Proposer vehicles must be in compliance with the LAX Alternative Fuel Vehicle Program (Exhibit C).
 - d. Bus Signs – All vehicles must have sign displays to show distinct bus routes visible on both the front and passenger side of each vehicle. Signage should be legible from 50 feet away. Integrated digital signage is preferred.
 - e. FlyAway® Trademark – The exterior of all vehicles used in FlyAway® passenger bus operations must be branded with the FlyAway® trademark provided in Exhibit I. Design will be reviewed and approved by LAWA.
2. Vehicle Technology Requirements – Successful Proposer shall provide the following additional bus and other vehicle requirements:
 - a. All operating vehicles must be equipped with latest generation global positioning system (GPS) vehicle tracking devices and systems that are able to provide LAWA and the public with real-time trip and vehicle positioning updates. Tracking and monitoring shall be provided using the Customer User Interface Application Technology described in Section I and the Client-Facing Performance Monitoring and Analytics Solution described in Section I. At a minimum, the Successful Proposer's fleet management and reporting systems shall include Automated Vehicle Location (AVL), Automated Passenger Counters (APC) and available seats/available capacity, incident/accident notifications, and a Video Security System (VSS). AVL, APC, and Estimated Arrival Time (ETA) information must be available in a reporting format that can be "published" onto LAWA's website, while also providing historical data for analytical purposes. The VSS shall use high resolution camera and data recording systems that cover both interior and exterior of buses, and video images shall be stored for a minimum of 30 days. APC shall be capable of providing passenger counts and related information with at least 98% accuracy.

- b. The Successful Proposer will ensure real-time AVL, APC, and ETA data is exchanged from in-vehicle devices to the Customer User Interface Application Technology described in Section I and the Client-Facing Performance Monitoring and Analytics Solution described in Section 1.6 through a secure Application Programming Interface (API) and follow the standards established by the Open Mobility Foundation. The API shall support request rates to provide data at real-time or near real time to LAWA or its designee. This will allow LAWA and the public to view all LAX transportation services including but not limited to FlyAway® and LAX Shuttle routes.
- c. All vehicles must be equipped with Wi-Fi for patron use. Wi-Fi connection shall include basic internet access with security authentication on a specified or customized LAWA splash page providing notice to the user stating the terms and consideration and inherent risks of internet service provided. Wi-Fi internet access shall be readily and easily available to support for typical Wi-Fi enabled (including smart) devices. Wi-Fi services must be reliable regardless of bus capacity or number of users accessing the internet at any given time. The wireless controllers must have the capacity to be managed remotely, if required by LAWA. Vehicles also should be equipped with monitors for programmable content, where appropriate for vehicle type.
- d. All vehicles will include requisite devices and hardware as needed to deliver the Customer User Interface Application Technology described in Section I and the Client-Facing Performance Monitoring and Analytics Solution described in Section I, which may include mobile devices or tablets for integration with the technology platform, as well as Metro TAP validators or any other contactless payment validators recommended by the technology partner.

D. Transportation Management and Operations

- 1. Acquire all the necessary logistical requirements and labor resources for an efficient shuttle bus operation.
- 2. Develop operational policies and procedures as will be required in Successful Proposer's Business and Operations Plan (BOP). The BOP will be updated and submitted for approval at least annually.
- 3. Plan, develop, implement, monitor, and evaluate performance measures/metrics to sustain efficient and effective operations.
- 4. Provide advice and make recommendations to LAWA for more efficient operations.
- 5. Track key performance indicators (KPIs), as outlined in Section I, and conduct analysis to ensure operations are meeting service requirements/demands and provide alternatives and options to achieve these requirements.
- 6. Provide a program of driver training in vehicle operation, defensive driving, passenger relations, ADA requirements, route and schedule orientation, and

on-time performance before permitting any driver to operate any bus as part of FlyAway® operations. The Successful Proposer shall also provide an ongoing safety program to ensure a safe operating environment.

- a. Successful Proposer should administer vehicle operating training annually to its drivers. The training should include Eco-driving element to ensure that driving techniques are used that reduce fuel consumption, greenhouse gas emissions, and accident rates. And that any that alternatively fueled vehicles are used as intended.
7. Conduct a minimum of annual customer service training for all Successful Proposer employees that incorporates the LAWA informative, courteous, approachable, responsive, efficient, and effective (iCARE) training and resources. For available LAWA iCARE training resources, please visit the iCARE Learning Hub on LAWA website by following the link: LAX-ICARE-learning-hub

E. Hours of Operation

The airport operates 24 hours per day, 7 days per week, and every day of the year. As such, service levels, service hours, and routes are established based upon operational demands, and shall be subject to adjustment by the LAWA Chief Executive Officer or their designee from time to time and at any time.

F. Record Keeping and Reporting

1. Provide an inventory of all vehicles in service, the type of fuel and technology used, and any other documentation requested by LAWA annually and as requested to verify compliance.
2. Annually submit to LAWA, vehicle registrations including: vehicle type, make, model, year, horsepower rating, mileage and VIN.
3. Maintain logs of all fuel used and submit monthly fuel usage reports to LAWA on a quarterly basis.
4. Maintain on-file certified laboratory results confirming the blend, quality, and quantity of the alternative fuel used; certified laboratory results must be submitted to the City on a semi-annual basis. LAWA has the right to inspect vehicles and sample fuel as necessary to verify compliance with the requirements of this section.

G. Preventive Bus Maintenance, Repairs, Washing and Fueling Services

Successful Proposer shall be responsible for the provision of all vehicles necessary to fulfill the operating terms of the FlyAway® services. Successful Proposer, or through a third-party of their choice, shall perform all required preventive bus maintenance, repair, towing, fueling, cleaning, washing, fumigation and disinfection services to ensure good operating, safe vehicle conditions for all passengers. Successful Proposer shall take full responsibility of providing adequate transportation services while other buses are under repair or out-of-service.

1. Service Facilities

Successful Proposer must provide the facility infrastructure necessary for the efficient operation of all vehicles to perform the required scope of services described in the RFP. Successful Proposer must identify its location(s) for bus fueling, charging, and bus repair facility. No repair or fuel service or vehicle charging facility will be provided by LAWA.

2. Preventive Maintenance and Repairs

All vehicles must be also thoroughly inspected for any mechanical issues following an established routine inspection schedule which should occur no less than every three weeks.

3. Towing

Successful Proposer shall be responsible for towing of inoperable buses on airport property or public streets within a 1-hour response time window. It is critical to remove inoperable buses from airport roadways or public streets to minimize any traffic congestion that may result from a bus breakdown.

4. Washing and Cleaning

All vehicles must be cleaned thoroughly and properly following an established cleaning schedule.

Successful Proposer shall perform all bus cleaning responsibilities to ensure safe and sanitary operating conditions, including but not limited to:

- a. Remove all bus litter prior to operation.
- b. Wash the exterior of each bus, including its wheels regularly.
- c. Clean all windows inside and out, as well as all windowsills regularly.
- d. Remove gum and stains from the floor and seats regularly.
- e. Wet-mop and dry bus floor regularly.
- f. Spot clean and damp wipe seats, walls, baggage racks and handrails regularly.
- g. Clean the dashboard.
- h. Vacuum carpeted areas.
- i. Steam clean the engine, wheels and undercarriage on an as needed basis.
- j. Polish exterior and interior surfaces on an as-needed basis.
- k. Wash seats, interior walls and ceiling panels on an as-needed basis.
- l. Shampoo carpeted areas on an as-needed basis.
- m. Disassemble and clean interior lights on an as-needed basis.

- n. Scrub and polish floor and entrance steps on an as-needed basis.
- o. Treat rubber gasket materials with a protective agent on an as-needed basis.
- p. Treat interior of buses on a monthly basis with non-aromatic treatments to prevent any unwanted insects or animals.
- q. Washing services must be performed at least one time (1x) per week for the entire fleet.

Fumigation services must be performed when necessary.

Proposers must be cognizant and should perform their due diligence in complying with CDC, federal, state and local authority COVID-19 requirements and guidelines.

H. CHP Inspections

All U.S. Dept. of Transportation and California Highway Patrol (CHP) requirements must be met at all times and Successful Proposer must pass all CHP inspections.

I. Service Level and Performance Standards

Successful Proposer will ensure it consistently conducts an operationally efficient, reliable, cost-effective service schedule and fleet plan that meet passenger demand and ensure the highest level of customer service and safety. Successful Proposer will leverage the Client-Facing Performance Monitoring and Analytics Solution described in Section I above to dynamically track operational and customer service issues and address proactively to continually improve FlyAway® service.

The service standards measure the Successful Proposer's performance, set levels of standards and/or expectations, and impose compliance with the requirements and provisions of contract scope of services. A performance penalty amount is imposed for not meeting the service performance standard. Performance penalties will be deducted from Successful Proposer's compensation.

Specific Service Level and Performance Standards are listed in Exhibit K.

LAWA will work with the Successful Proposer to refine performance measures as is needed, and will take into consideration factors outside of the Successful Proposer's control when assessing penalties. LAWLA reserves the right to modify these performance standards, as necessary, throughout the duration of the contract.

The Successful Proposer will develop a performance management plan to effectively monitor their progress on meeting or exceeding LAWLA's stated performance standards.

J. Operations of Additional FlyAway® Services

LAWA reserves the right to add markets and/or additional routes through negotiations with the Successful Proposer, or through a separate procurement process, at LAW A's discretion, in accordance with the contract documents.

LAWA may require Successful Proposer to undertake additional transportation services including, without limitation, additional bus routes for passengers requiring transportation to/from the Central Terminal Area or any other locations designated by LAW A, and transportation needed for LAW A-sponsored special events. Such additional transportation services may be developed with the Successful Proposer through Section I - Customer-Centric Technology and Analytics or at LAW A's sole discretion.

Successful Proposer should have the capability to add operational capacity to sufficiently optimize fixed-route operations and provide on-demand service.¹

If the Successful Proposer provides such services, applicable operational terms will be determined and compensation negotiated as appropriate with the abilities of the Chief Executive Officer.

DISCLAIMER

The terms of the Agreement as described in this Exhibit are subject to negotiations. LAW A reserves the right, at its sole discretion, to add, adjust, modify, reduce, replace or change the scope of services and final terms of the Agreement.

¹ See Section 1.1 for more details on the types of on-demand and innovative service models contemplated here.

EXHIBIT B

WebEx Event Instructions

RFP FOR OPERATION AND MANAGEMENT OF FLYAWAY® SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT (LAX)

WebEx Event Instructions for Pre-Proposal Conference

Event Date: Tuesday, August 17, 2021

Event Time: 10:00 AM to 11:30 AM Pacific Daylight Time (US & Canada)

Los Angeles World Airports (LAWA) utilizes WebEx to broadcast pre-proposal conferences for Request for Proposals (RFP).

Attendance at this pre-proposal conference is not mandatory but is **strongly encouraged**.

For attendance to be recorded at this pre-proposal conference, please access this WebEx event through a personal computer or through the WebEx app using your mobile device. The required software may be downloaded at the following link:

<https://www.webex.com/downloads.html>

Instructions on PC or mobile device:

- Registration is required for all attendees. Please click the link below and submit all required information:
 - WebEx Event website:
[Request for Proposals Operation and Management of LAX FlyAway® Service](#)
- After registering, you will receive a confirmation email message that contains detailed information about joining the event.
- To join the event, click the “Join event” link included in the confirmation email message or the WebEx Event website link above.
- You may be required to submit the event access code or event password provided below under “Event Information”

Event Information:

Event number (access code): **177 258 4462**

Event password: RFP-0817 (73700817 from phones)

Instructions by Phone:

- Dial on your phone 1-408-792-6300 Call-in number (US/Canada)
- Enter Access Code: **177 258 4462** (followed by #)

IMPORTANT NOTE: Attendees who access this conference only by telephone will **NOT** be recorded as attending the pre-proposal conference.

Please enter the meeting 10-15 minutes prior to the scheduled time in case you need assistance.

IMPORTANT NOTICE: This WebEx Service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting Host prior to the start of the recording or do not join the session. Please note that any such recording may be subject to discovery in the event of litigation.

EXHIBIT C

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.

LAX ALTERNATIVE FUEL VEHICLE REQUIREMENT
Frequently Asked Questions (FAQs)

1. Does the LAX Alternative Fuel Vehicle Requirement (Requirement) apply to me?

Answer: The LAX Alternative Fuel vehicle Requirement (“Requirement”) applies to all operators of on-road (street-licensed) medium and heavy-duty vehicles at LAX, including all airport contractors, lessees, permittees, and licensees. Medium and heavy-duty vehicles have a Gross Vehicle Weight Rating (GVWR) greater than or equal to 8,500 pounds. Light duty vehicles with a GVWR less than 8,500 pounds are exempt from this Requirement, as are certain vehicle classes listed in Section II.B, “Exemptions”.

2. What is the deadline for existing vehicles to be compliant with the Requirement?

Answer: April 30, 2019.

3. What does Gross Vehicle Weight Rating (GVWR) mean, and how do I know if my vehicle has a GVWR greater than or equal to 8,500 pounds?

Answer: The GVWR is the maximum allowable weight of a vehicle when fully loaded. This is a fixed weight that is specified by the vehicle manufacturer. The easiest and most accurate way to confirm the GVWR of your vehicle is to check the manufacturer’s Vehicle Identification (ID) Plate. The Vehicle ID Plate is usually located on the interior of the B-pillar (inside driver door near door latch) in accordance with USDOT Federal Motor Vehicle Safety Standards. Note that the California Department of Motor Vehicles (DMV) registration documentation does not provide the necessary GVWR information for all classes of vehicles subject to the LAX Alternative Fuel Vehicle Requirement Program. The Vehicle ID Plate should be used to determine a vehicle’s GVWR.

4. I am an existing Operator. If I replace a vehicle, does it have to be compliant with the updated (October 2017) Requirement?

Answer: Yes. Any new vehicles added to your fleet must be compliant with the updated Requirement.

5. If I operate vehicles that were previously granted Comparable Emissions or Least Polluting Vehicle status by LAWA, do I have to replace these vehicles in order to comply with the new requirement?

Answer: No. Vehicles that have been previously approved by LAWA as Comparable Emissions or Least Polluting Vehicle Available were approved for the life of the vehicle and are exempt

from the maximum allowable vehicle age and mileage requirements. These vehicles are, however, subject to the annual reporting requirement.

6. Are “zero-emission” vehicles, such as battery-electric and hydrogen fuel cell vehicles, exempt from the Requirement?

Answer: Yes, vehicles that are 100% zero-emission are compliant and exempt from the 13-year maximum age and 500,000-mile maximum mileage requirement, but are still subject to the annual reporting requirement.

7. Are all Alternative Fuels acceptable under the Requirement?

Answer: Not necessarily. Section 1 of the Requirement lists acceptable alternative fuels under the “Alternative Fuel Vehicle” definition. Note that biodiesel and biodiesel fuel blends do not qualify as “alternative fuels” under the Requirement.

8. Are “hybrid”, “Flex Fuel,” and “Bi-Fuel” vehicles exempt from the Requirement?

Answer: No, hybrid, flex fuel, and bi-fuel vehicles must still meet the LEV II, LEV III, or Optional Low NOx emission compliance requirements of the Requirement.

9. Are all LEV II vehicles compliant with the Requirement?

Answer: Not necessarily. Medium-duty vehicles certified by the California Air Resources Board (CARB) as meeting LEV II emission standards can be purchased through December 31, 2019; however vehicles must meet the least polluting standard in the LEV II category that was available at the time of purchase or lease, and cannot exceed the maximum of thirteen (13) model years or 500,000, whichever comes first. Compliant LEV II vehicles purchased prior to January 1, 2020 but not previously approved by LAWA as Comparable Emissions or Least Polluting Vehicles may continue to operate at LAX until the end of the vehicle’s useful life, not to exceed a maximum of thirteen (13) model years or 500,000 miles, whichever comes first.

10. When is the last day I can purchase Least Polluting LEV II vehicles?

Answer: December 31, 2019. As of January 1, 2020, vehicle operators may only acquire LEV III vehicles or Optional Low NOx engine-equipped vehicles when augmenting their fleets.

11. Are all LEV III vehicles compliant with the Requirement?

Answer: Yes, medium-duty vehicles certified by the California Air Resources Board (CARB) as meeting LEV III emission standards can be purchased and operated at LAX until the end of the

vehicle's useful life, not to exceed a maximum of thirteen (13) model years or 500,000 miles, whichever comes first.

Vehicle manufacturers are currently phasing in medium-duty vehicles certified to the CARB LEV III emission standards. This will continue through model year 2019 at which time all new medium-duty vehicles will meet LEV III emission standards.

12. How do I know if a vehicle is certified to CARB's least polluting LEV II Standard, LEV III, or Optional Low NOx Standards?

Answer: Operators who have questions as to whether a particular vehicle, engine, or technology would comply with the Requirement should contact Amylou Canonizado whose contact information is listed at the end of these FAQs.

13. Where do I find the most current reporting form?

Answer: Reporting is conducted online. Please click on this link to access the most current reporting form: <https://online.lawa.org/altfuel/>. Operators must include a signed (electronic signature) Attestation Form with the annual report.

14. How often do we have to complete the Reporting Form?

Answer: Complete and submit the reporting form annually, by January 31st of each year.

15. If the vehicle is 8,500 pounds GVWR or greater and only driven on LAX premises do I have to complete the Reporting Form?

Answer: LAWA has two different vehicle emissions reductions programs that require annual reporting in January of each year, the LAX Alternative Fuel Vehicle Requirement and the LAX Ground Support Equipment (GSE) Emissions Reduction Program. If the vehicle is 8,500 pounds GVWR or greater and licensed for driving on public streets, then the vehicle must be reported on the LAX Alternative Fuel Vehicle Reporting Form. If the vehicle or equipment is not registered for street driving and is only driven on the airfield, then the vehicle **should not** be reported on the Alternative Fuel Vehicle Reporting Form, and must be reported on the LAX Ground Support Equipment (GSE) annual reporting form. Information on the LAX GSE Emissions Reduction Program and annual reporting requirement is posted at <http://www.lawa.org/gse/>.

16. If I have vehicles that are street-licensed, but less than 8,500 lbs. GVWR, do I need to fill out and submit the reporting form?

Answer: Yes, the report is still required. Simply list/update your contact information on the online form, check the box indicating that your company does not have any on-road vehicles 8,500 lbs. GVWR or greater, click save, and submit.

17. Are LAX Operators expected to change from an approved alternative fuel vehicle to another if a newer alternative fuel or technology comes on the market?

Answer: No. LAWA tracks LAX Operator's vehicles based on the Vehicle Identification Number (VIN) provided in the Operator's annual reports. If LAWA has approved an operator's vehicle as an acceptable Alternative Fuel, Comparable Emissions, or Least Polluting Available Vehicle under the old Requirement, the approval remains with the vehicle's VIN for the life of the vehicle at LAX. In addition, zero emission vehicles are exempt from the age and mileage requirements. All other vehicles cannot exceed a maximum of thirteen (13) model years or 500,000 miles, whichever comes first.

18. What if I need help determining the best available vehicle on the marketplace?

Answer: Operators may request technical information regarding vehicles from LAWA's Environmental Programs Group and our Independent Third Party Monitor who specializes in the assessment of vehicle emissions. Operators are, however, solely responsible for conducting their own due diligence and complying with the LAX Alternative Fuel Requirement. Please contact Amylou Canonizado if you'd like to request the assistance of our Third Party Monitor.

19. The Requirement states that new Operators at LAX, must comply with the Requirement prior to commencing operations at LAX. How do I know if my vehicles are compliant?

Answer: All new LAX Operators that were awarded an LAX contract after October 5, 2017, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX. New and prospective operators should request LAWA to perform an assessment of their vehicle fleet. Please contact Amylou Canonizado if you'd like to request the assistance of our Third Party Monitor.

20. What happens if I don't submit an annual report or are non-compliant with the Requirement?

Details on enforcement and failure to comply can be found in Section VII. of the Requirement.

LAX Alternative Fuel Vehicle Requirement Contact
Environmental Programs Group
Sustainability and Commitment Management Section
Amylou Canonizado, email: altfuel@lawa.org, Phone: (424) 646-6483

EXHIBIT D1 – Route Overview: Union Station Terminus Location, Bus Schedule, and 2019-2021 Ridership



- Patsaouras Transit Plaza, Los Angeles, CA 90012
- Ticket Price: \$9.75 for one-way trip
- Vehicle Specs: Charter bus with a 54 seat capacity that includes an ADA wheelchair lift and undercarrier storage.

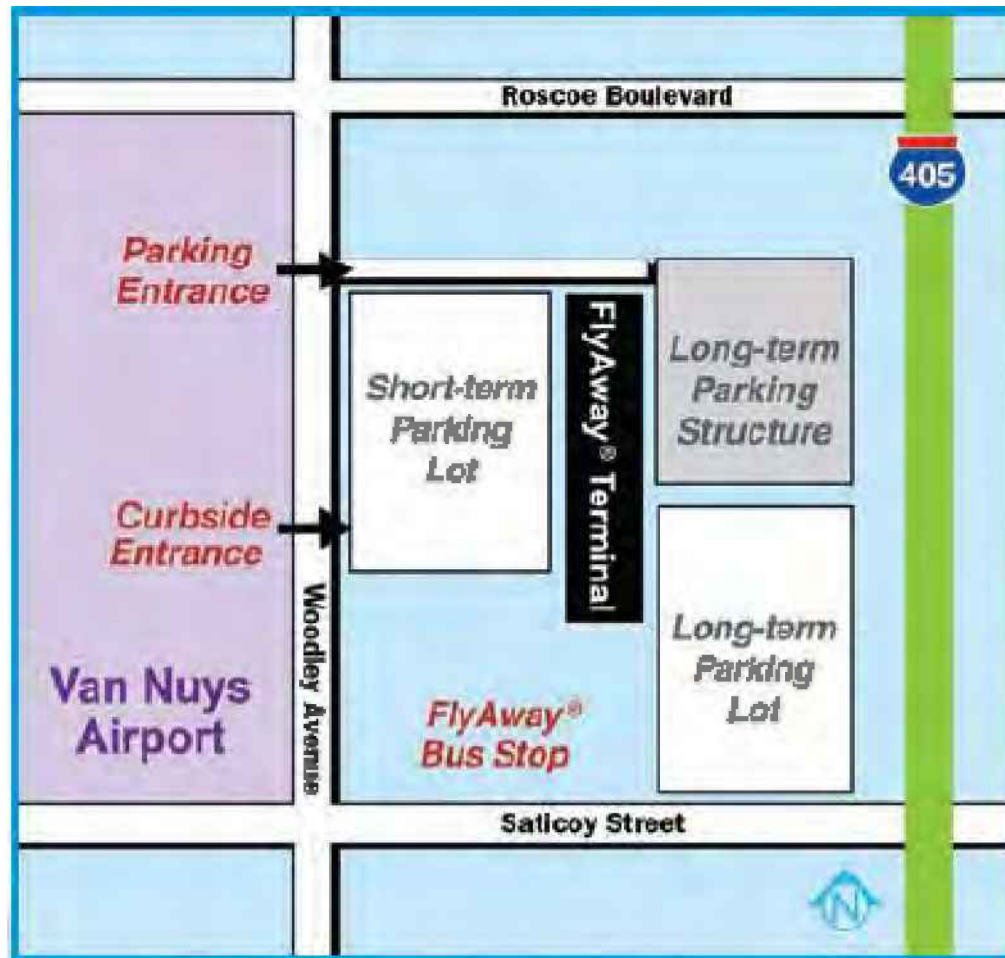
UNION STATION BUS SCHEDULE	
Depart Union Station	
5:00 AM	2:30 PM
5:30 AM	3:00 PM
6:00 AM	3:30 PM
6:30 AM	4:00 PM
7:00 AM	4:30 PM
7:30 AM	5:00 PM
8:00 AM	5:30 PM
8:30 AM	6:00 PM
9:00 AM	6:30 PM
9:30 AM	7:00 PM
10:00 AM	7:30 PM
10:30 AM	8:00 PM
11:00 AM	8:30 PM
11:30 AM	9:00 PM
12:00 PM	9:30 PM
12:30 PM	10:00 PM
1:00 PM	10:30 PM
1:30 PM	11:00 PM
2:00 PM	11:30 PM

UNION STATION BUS SCHEDULE	
Depart LAX Terminal 1	
5:40 AM	3:10 PM
6:10 AM	3:40 PM
6:40 AM	4:10 PM
7:10 AM	4:40 PM
7:40 AM	5:10 PM
8:10 AM	5:40 PM
8:40 AM	6:10 PM
9:10 AM	6:40 PM
9:40 AM	7:10 PM
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11:40 AM	9:10 PM
12:10 PM	9:40 PM
12:40 PM	10:10 PM
1:10 PM	10:40 PM
1:40 PM	11:10 PM
2:10 PM	11:40 PM
2:40 PM	

UNION STATION RIDERSHIP	
Month-Year	Passengers
Jan-19	44,951
Feb-19	39,289
Mar-19	46,327
Apr-19	48,045
May-19	54,046
Jun-19	50,792
Jul-19	54,296
Aug-19	56,915
Sep-19	54,243
Oct-19	57,256
Nov-19	61,710
Dec-19	66,913
Jan-20	54,914
Feb-20	46,640
Mar-20	26,551
Apr-20	3,598
May-20	3,926
Jun-20	6,201
Jul-20	8,606
Aug-20	9,124
Sep-20	10,043
Oct-20	10,866
Nov-20	10,120
Dec-20	9,181
Jan-21	7,918
Feb-21	7,491
Mar-21	11,332
Apr-21	14,408
May-21	22,652
Jun-21	28,722

UNION STATION TRIPS	
Month-Year	Passengers
Jan-19	2,774
Feb-19	2,513
Mar-19	2,760
Apr-19	2,677
May-19	2,785
Jun-19	2,693
Jul-19	2,781
Aug-19	2,789
Sep-19	2,685
Oct-19	2,785
Nov-19	2,673
Dec-19	2,803
Jan-20	2,790
Feb-20	2,594
Mar-20	2,700
Apr-20	2,244
May-20	2,317
Jun-20	2,247
Jul-20	2,318
Aug-20	2,324
Sep-20	2,246
Oct-20	2,317
Nov-20	2,239
Dec-20	2,314
Jan-21	2,303
Feb-21	2,078
Mar-21	2,311
Apr-21	2,247
May-21	2,317
Jun-21	2,227

EXHIBIT D2 – Route Overview: Van Nuys Terminus Location, Bus Schedule, and 2019-2021 Ridership



- 7610 Woodley Avenue, Van Nuys, CA 91406
- Ticket Price: \$9.75 for one-way trip
- Vehicle Specs: Charter bus with a 54 seat capacity that includes an ADA wheelchair lift and undercarrier storage.

VAN NUYS BUS SCHEDULE	
Depart Van Nuys	
3:00 AM	2:20 PM
3:30 AM	2:40 PM
4:00 AM	3:00 PM
4:30 AM	3:10 PM
5:00 AM	3:20 PM
5:20 AM	3:40 PM
5:40 AM	4:00 PM
6:00 AM	4:20 PM
6:20 AM	4:30 PM
6:40 AM	4:40 PM
7:00 AM	5:00 PM
7:20 AM	5:20 PM
7:40 AM	5:40 PM
8:00 AM	6:00 PM
8:20 AM	6:20 PM
8:40 AM	6:40 PM
9:00 AM	7:00 PM
9:30 AM	7:15 PM
10:00 AM	7:30 PM
10:30 AM	7:45 PM
11:00 AM	8:00 PM
11:30 AM	8:30 PM
11:45 AM	9:00 PM
12:00 PM	9:30 PM
12:30 PM	10:00 PM
1:00 PM	10:30 PM
1:30 PM	11:00 PM
2:00 PM	11:10 PM

VAN NUYS BUS SCHEDULE	
Depart LAX Terminal 1	
4:30 AM	4:00 PM
5:00 AM	4:20 PM
5:30 AM	4:40 PM
6:00 AM	5:00 PM
6:20 AM	5:10 PM
6:40 AM	5:20 PM
7:00 AM	5:40 PM
7:20 AM	6:00 PM
7:40 AM	6:10 PM
8:00 AM	6:20 PM
8:20 AM	6:40 PM
8:40 AM	7:00 PM
9:00 AM	7:20 PM
9:20 AM	7:40 PM
9:40 AM	8:00 PM
10:00 AM	8:30 PM
10:30 AM	9:00 PM
11:00 AM	9:30 PM
11:30 AM	9:45 PM
12:00 PM	10:00 PM
12:30 PM	10:15 PM
1:00 PM	10:30 PM
1:15 PM	11:00 PM
1:30 PM	11:30 PM
2:00 PM	12:00 AM
2:30 PM	12:15 AM
3:00 PM	12:30 AM
3:20 PM	1:15 AM
3:40 PM	

VAN NUYS RIDERSHIP	
Month-Year	Passengers
Jan-19	85,787
Feb-19	68,960
Mar-19	84,489
Apr-19	90,245
May-19	103,658
Jun-19	109,108
Jul-19	115,734
Aug-19	106,088
Sep-19	97,012
Oct-19	100,507
Nov-19	101,795
Dec-19	111,941
Jan-20	95,112
Feb-20	75,195
Mar-20	46,556
Apr-20	6,621
May-20	8,718
Jun-20	14,868
Jul-20	21,331
Aug-20	23,068
Sep-20	25,049
Oct-20	29,638
Nov-20	28,897
Dec-20	25,784
Jan-21	22,252
Feb-21	19,980
Mar-21	30,149
Apr-21	39,462
May-21	56,809
Jun-21	71,233

VAN NUYS TRIPS	
Month-Year	Passengers
Jan-19	3,587
Feb-19	3,235
Mar-19	3,577
Apr-19	3,467
May-19	3,561
Jun-19	3,453
Jul-19	3,553
Aug-19	3,567
Sep-19	3,444
Oct-19	3,550
Nov-19	3,509
Dec-19	3,688
Jan-20	3,562
Feb-20	3,309
Mar-20	3,400
Apr-20	2,454
May-20	2,540
Jun-20	2,458
Jul-20	2,538
Aug-20	2,537
Sep-20	2,459
Oct-20	2,542
Nov-20	2,658
Dec-20	3,181
Jan-21	3,103
Feb-21	2,811
Mar-21	3,117
Apr-21	3,010
May-21	3,269
Jun-21	3,418

EXHIBIT D3 – Route Overview: Hollywood Terminus Location, Bus Schedule, and 2019 Ridership



- 1627 North Vine Street, Los Angeles, CA 90028
- Ticket Price: \$8.00 for one-way trip
- Vehicle Specs: Cutaway bus with a 34 seat capacity that includes an ADA wheelchair lift and luggage storage.

HOLLYWOOD BUS SCHEDULE	
Depart Hollywood Bus Stop	Depart LAX Terminal 1
Daily	Daily
5:15 AM	
6:15 AM	6:15 AM
7:15 AM	7:15 AM
8:15 AM	8:15 AM
9:15 AM	9:15 AM
10:15 AM	10:15 AM
11:15 AM	11:15 AM
12:15 PM	12:15 PM
1:15 PM	1:15 PM
2:15 PM	2:15 PM
3:15 PM	3:15 PM
4:15 PM	4:15 PM
5:15 PM	5:15 PM
6:15 PM	6:15 PM
7:15 PM	7:15 PM
8:15 PM	8:15 PM
9:15 PM	9:15 PM
	10:15 PM

HOLLYWOOD RIDERSHIP	
Month-Year	Passengers
Jan-19	7,953
Feb-19	7,089
Mar-19	8,263
Apr-19	8,927
May-19	10,124
Jun-19	8,777
Jul-19	9,881
Aug-19	11,495
Sep-19	11,213
Oct-19	11,125
Nov-19	11,341
Dec-19	12,621
Jan-20	10,076
Feb-20	9,192
Mar-20	4,505

HOLLYWOOD TRIPS	
Month-Year	Number of Trips
Jan-19	1,054
Feb-19	951
Mar-19	1,053
Apr-19	1,020
May-19	1,054
Jun-19	1,020
Jul-19	1,052
Aug-19	1,054
Sep-19	1,013
Oct-19	1,045
Nov-19	1,124
Dec-19	1,306
Jan-20	1048
Feb-20	980
Mar-20	914

* Hollywood service suspended on March 28, 2020 due to COVID-19 impacts.

EXHIBIT D4 – Route Overview: Long Beach

Terminus Location, Bus Schedule, and 2019 Ridership



- 107 East First Street, Long Beach, CA 90802
- Ticket Price: \$9.00 for one-way trip
- Vehicle Specs: Cutaway bus with a 34 seat capacity that includes an ADA wheelchair lift and luggage storage.

LONG BEACH BUS SCHEDULE	
Depart Long Beach Bus Stop	Depart LAX Terminal 1
Daily	Daily
5:30 AM	5:30 AM
6:30 AM	6:30 AM
7:30 AM	7:30 AM
8:30 AM	8:30 AM
9:30 AM	9:30 AM
10:30 AM	10:30 AM
11:30 AM	11:30 AM
12:30 PM	12:30 PM
1:30 PM	1:30 PM
2:30 PM	2:30 PM
3:30 PM	3:30 PM
4:30 PM	4:30 PM
5:30 PM	5:30 PM
6:30 PM	6:30 PM
7:30 PM	7:30 PM
8:30 PM	8:30 PM
9:30 PM	9:30 PM
	10:30 PM

LONG BEACH RIDERSHIP	
Month-Year	Passengers
Jan-19	2,387
Feb-19	2,466
Mar-19	3,039
Apr-19	3,144
May-19	3,529
Jun-19	4,228
Jul-19	3,772
Aug-19	3,960
Sep-19	3,767
Oct-19	3,966
Nov-19	4,047
Dec-19	4,716
Jan-20	4,081
Feb-20	3,800
Mar-20	2,016

LONG BEACH TRIPS	
Month-Year	Number of Trips
Jan-19	1,077
Feb-19	976
Mar-19	1,085
Apr-19	1,050
May-19	1,085
Jun-19	1,040
Jul-19	1,079
Aug-19	1,085
Sep-19	1,030
Oct-19	1,077
Nov-19	1,158
Dec-19	1,117
Jan-20	1,079
Feb-20	1,007
Mar-20	939

* Long Beach service suspended on March 28, 2020 due to COVID-19 impacts.

EXHIBIT E - LAWA Standard Terms and Provisions

ARTICLE 2. STANDARD TERMS AND PROVISIONS

Section 1. Limitations on Use of Airport.

1.1 Operator shall not use the Airport, nor any portion thereof, for any purpose other than as specifically set forth in this Agreement, without first having had and obtained the written consent of the Executive Director, which consent may be withheld in the Executive Director's sole discretion, and which written consent is approved as to form by the City Attorney.

1.2 There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on Airport. Operator agrees not to make any claim or institute legal action against City under any theory of recovery for any interference with Operator's use and enjoyment of the Airport which may result from noise emanating from the operation of aircraft to, from, or upon Airport except for claims or actions brought by third parties against Operator arising from City's operation of Airport [USE GUIDE, paragraph 5]¹

1.3 Operator, by accepting this Agreement, agrees for itself and its successors and assigns that it will not make use of the Airport in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard to such operations. In the event the aforesaid covenant is breached, City reserves the right to take all action it deems necessary to cause the abatement of such interference at the expense of Operator [USE GUIDE, paragraph 8].

1.4 Operator shall conduct its, and cause its suboperators to conduct their, operations on the Airport in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises at Airport, including, but not limited to, the emanation from the Airport of noise, vibration, movements of air, fumes, and odors.

1.5 Operator is prohibited from installing or using any wireless workstations, access control equipment, wireless internet servers, application or system software such as transceivers, modems, or other interface units that access frequencies from 2.0 Gigahertz to 6.0 Gigahertz, inclusive, without first obtaining approval from the Executive Director.

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.

1.6 Operator has no rights under this Agreement to install or use any antennae or telecommunications equipment on the roof or exterior of any building or structure on the Airport, unless such installation or use is directly related to the conduct of Operator's business and in full compliance with City's permit process and telecommunications policies as they may be modified from time to time at the sole discretion of the Executive Director. Operator may not license or sublicense to others the right to install or use antennae or other telecommunications equipment on the Airport.

Section 2. Late Charge and Interest for Delinquent Payment.

2.1 Operator hereby acknowledges that late payment by Operator of compensation, fees and charges provided herein will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any amount due City is not received by City within ten (10) days after such amount shall be due, then, without any requirement for notice to Operator, Operator shall immediately pay to City a one-time late charge equal to 10% of such overdue amount or \$250, whichever is greater. The parties agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of such late payment. Acceptance of such late charge by City shall in no event constitute a waiver of Operator's default or breach with respect to such overdue amount, nor prevent the exercise of any other rights and remedies granted herein.

2.2 Any monetary payment due City hereunder shall bear interest from the date when due. The interest rate shall be 10% per annum, compounded monthly, but shall not exceed the maximum rate allowed by law. The interest that applies shall be in addition to the late charge.

Section 3. Default and Right of Termination.

3.1 In the event Operator fails to abide by the terms, covenants and conditions of this Agreement, including any default in the payment by Operator of the fees provided for herein, City may give Operator written notice to correct the defect or default and if the same is not corrected within ten (10) days after City's mailing such notification, City may terminate this Agreement forthwith.

3.2 In case of the bankruptcy of Operator, or the appointment of a receiver for Operator, or if a receiver is appointed to take possession of Operator's business operations as a result of any act or omission of Operator, or if Operator makes an assignment of this Agreement for the benefit of creditors, City, at its election, may, without notice, terminate this Agreement.

3.3 Cross Default. A material default or breach of the terms of any other lease, license, permit, or contract held by Operator with City shall constitute a material breach of the terms of this Agreement and shall give City the right to terminate this Agreement for cause in accordance with the procedures set forth herein.

Section 4. Insurance.

4.1 Operator shall procure at its expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on Exhibit ____, 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, LAWA, 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 Exhibit ____, hereof with respect to Operator's acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Operator in, on or about Airport.

4.2 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 Operating Agreement with the City of Los Angeles."

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

4.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, LAWA, 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 Operator in Operator's operations at Airport. In the event Operator 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 Operator, and Operator 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.

4.5 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, Operator 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.

4.6 Operator shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. 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 City's Administrative Code prior to Operator's use of 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.

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

4.8 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. Operator agrees, except where exempted, to provide City proof of said insurance by and through a surplus lines broker licensed by the State of California.

Section 5. City Held Harmless. In addition to the Insurance provisions herein, Operator shall indemnify, defend, keep, and hold City, including Board, and City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, including Operator, damage to or destruction of property, including property of Operator, sustained in, on, or about the Airport or arising out of Operator's use or occupancy of Airport or arising out of the acts or omissions of Operator, its agents, servants, or employees acting within the scope of their agency or employment.

Section 6. Attorney's Fees. If City shall, without any fault, be made a party to any litigation commenced by or against Operator arising out of Operator's use of the Airport, then Operator 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 7. Independent Contractor.

7.1 It is the express intention of the parties that Operator is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Operator and City, or between Operator and any official, agent, or employee of City. Both parties acknowledge that Operator is not an employee of City.

7.2 Operator shall retain the right to perform services for others during the term of this Agreement, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 8. Hazardous and Other Regulated Substances.

8.1 Definition of "hazardous substances(s)". For the purposes of this Agreement, "hazardous substances" means:

8.1.1 Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

8.1.2 Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

8.1.3 Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

8.1.4 Any substance the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or

8.1.5 Any substance the presence of which on adjacent properties could constitute a trespass by Operator; or

8.1.6 Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenols (PCBs) asbestos, urea formaldehyde or radon gases.

8.2 Environmental Indemnity. Except for conditions existing prior to the use of the Airport by Operator, Operator agrees to accept sole responsibility for 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 substances, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the Airport, on the user of the land, or on the user of the improvements. Operator agrees that any claims, damages, penalties, or fines asserted against or levied on City and/or the Operator as a result of noncompliance with any of the provisions in this Section shall be the sole responsibility of the Operator and that Operator shall indemnify and hold City harmless from all such claims, damages, penalties, or fines. Further, City may, at its option, pay such claims, damages, penalties, or fines resulting from Operator's non-compliance with any of the terms of this Section, and Operator shall indemnify and reimburse City for any such payments.

8.3 In the case of any hazardous substance spill, leak, discharge, release or contamination by Operator or its employees, servants, agents, contractors, or subcontractors on Airport or as may be discharged or released in, on or under adjacent property which affects other property of City or its tenants, Operator agrees to make or cause to be made any necessary corrective actions to clean up and remove any such spill, leakage, discharge, release or contamination. If Operator fails to repair, clean up, 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, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by City shall be at Operator's sole cost and expense and Operator 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, cleanup, or corrective action it takes.

8.4 If Operator installs or uses already installed underground storage tanks, above-ground storage tanks, pipelines, or other improvements on the Airport for the storage, distribution, use, treatment, or disposal of any hazardous substances, Operator agrees, upon the expiration and/or termination of this Agreement, to remove and/or clean up, at the sole option of the Executive Director, the above-referred-to improvements. Said removal and/or cleanup shall be at the Operator's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state, and local laws and regulations, as well as with the reasonable directions of the Executive Director.

8.5 Operator's Provision to City of Environmental Documents. Operator shall promptly supply City with complete and legible copies of all notices, reports,

correspondence, and other documents sent by Operator to or received by Operator from any governmental entity regarding any hazardous substance. Such written materials include, without limitation, all documents relating to any threatened or actual hazardous substance spill, leak, or discharge, or to any investigations into or clean up of any actual or threatened hazardous substance spill, leak, or discharge including all test results.

8.6 Survival of Obligations. This Section and the obligations herein shall survive the expiration or earlier termination of this Agreement.

Section 9. Airfield Security.

9.1 Operator shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, airport security agreements, and/or orders of any federal, state, and/or local governmental entity regarding airfield security. Operator shall be responsible for the Airport gates and doors that are controlled or used by Operator. Operator shall comply fully with applicable provisions of the Transportation Security Administration Regulations, 49 Code of Federal Regulations ("CFR"), Sections 1500 through 1550 and 14 CFR Part 129, if applicable, including the establishment and implementation of procedures acceptable to the Executive Director to control access to air operation areas in accordance with the Airport Security Program required by CFR Sections 1500 through 1550.

9.2 In addition to the foregoing, gates and doors controlled or used by Operator which permit entry into restricted areas at Airport shall be kept locked by Operator at all times when not in use or under Operator's constant security surveillance. Gate or door malfunctions which permit unauthorized entry into restricted areas shall be reported to LAWA's Operations Bureau without delay and shall be maintained under constant surveillance by Operator until repairs are affected by Operator or City and/or the gate or door is properly secured.

9.3 Operator shall cooperate with City to maintain and improve Airport security, and shall cooperate in investigations of violations of state and local laws, ordinances, and rules and regulations, of any federal, state and/or local governmental entity regarding airport and airfield security. Operator shall provide necessary assistance to, and cooperate with, City in case of any emergency. Operator shall, upon request, provide City relevant information which will enable City to provide efficient and effective management in response to any airport or airfield emergency.

9.4. All civil penalties levied by the TSA for violation of TSA regulations pertaining to security gates or doors controlled or used by Operator shall be the sole responsibility of Operator. Operator agrees to indemnify City for any federal civil penalty amounts City must pay due to any security violation arising from the breach of any obligation imposed by this Section. Operator is also responsible for City's attorney's fees and costs.

Section 10. Assignments and Encumbrances.

10.1 Operator shall not, in any manner assign, transfer or encumber this Agreement, or any portion thereof or any interest therein, nor shall Operator license or otherwise authorize the use of, in whole or in part, the rights granted by this Agreement, without the prior written consent of the Board. Any attempts to assign, transfer or encumber this Agreement, or any licensing or authorizing the use of, in whole or in part, the rights granted by this Agreement, shall be void and shall confer no right, title or interest in or to this Agreement, upon any such assignee, transferee, or encumbrancer. Consent to one assignment, transfer, or encumbrance shall not be deemed to be a consent to any subsequent assignment, transfer or encumbrance. This Agreement shall not, nor shall any interest therein, be assignable as to the interest of Operator by operation of law without the prior written consent of Board.

10.2 When proper consent has been given by the Board, the provisions of this Agreement 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. Nondiscrimination and Equal Employment Practices/
Affirmative Action Program.**

11.1 Federal Non-Discrimination Provisions.

11.1.1 Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. [USE GUIDE , Paragraph 1].

11.1.2 Operator for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally

Assisted Programs of the Department of Transportation, and as said Regulations may be amended. [USE GUIDE, Paragraph 1].

11.1.3 Operator 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 the Operator 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, the 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]

11.1.4 Operator shall furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. [USE GUIDE, paragraph 11]

11.1.5 Operator agrees that it shall insert the provisions found in Subsections 11.1.3 and 11.1.4 above in any assignment, license, transfer or sublicense by which said Operator grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Airport.

11.2 Municipal Non-Discrimination Provisions.

11.2.1 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, religion, national origin, ancestry, sex, sexual orientation, age, gender identity, gender expression, physical handicap, marital status, domestic partner status, or medical condition in the Agreement, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Nor shall Operator or any person claiming under or through Operator establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of the Airport. Any assignment or transfer which

may be permitted under this Agreement shall also be subject to all non-discrimination clauses contained in Section 12.2.

11.2.2 Non-Discrimination In Employment. During the term of this Agreement, Operator agrees and obligates itself in the performance of this Agreement 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, gender identity, gender expression, age, physical handicap, marital status, domestic partner status, or medical condition. Operator shall take affirmative action to insure that applicants for employment are treated, during the term of this Agreement, 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.

11.2.3 Equal Employment Practices. If the total payments made to City under this Agreement are One Thousand Dollars (\$1,000) or more, this provision shall apply. During the performance of this Agreement, Operator 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 Agreement for the convenience of the parties as Exhibit _____. 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 Operator to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of this Agreement. 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 Operator. Upon a finding duly made that Operator has failed to comply with the Equal Employment Practices provisions of this Agreement, this Agreement may be forthwith terminated, cancelled or suspended.

11.2.4 Affirmative Action Program. If the total payments to City under this Agreement are One Hundred Thousand Dollars (\$100,000) or more, this provision shall apply. During the performance of this Agreement, Operator 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 Agreement for the convenience of the parties as Exhibit _____. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Operator to comply with the Affirmative Action Program provisions of this Agreement may be deemed to be a material breach of this Agreement. 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

Operator. Upon a finding duly made that Operator has failed to comply with the Affirmative Action Program provisions of this Agreement, this Agreement may be forthwith terminated, cancelled or suspended.

Section 12.0 Minority/Women Business Enterprises.

12.1 Operator hereby agrees and obligates itself to utilize the services of Minority and Women Business Enterprise (MBE/WBE) firms on the level designated in its proposal (specifically, a _____ Minority/Women Business Enterprise (MBE/WBE) Subcontractor/Sub-consultant level of participation for the required Project designated Work).

12.2 Should a substitution or an addition of Subcontractor(s)/Sub-consultant(s) become necessary, Operator shall make and document a good faith MBE/WBE/OBE outreach effort in replacing or adding any Subcontractor/Sub-consultant. Consultant shall notify the Contracting Division and Contract Administration Division of LAWA of the need for a substitution as soon as such need is determined, and shall not make a substitution until the Division has been notified, and the substitution has been authorized by LAWA. Should such a substitution result in a lower level of MBE/WBE participation, Operator will be required to submit the documentation of its good faith outreach efforts to LAWA.

12.3 Failure to comply with the City's notification requirements, or to comply with the City's good faith outreach efforts requirement, shall constitute a breach of contract. LAWA staff will notify the Board if it is deemed that a good faith effort by Operator has not been made, or if the substitution will result in a significant change in the percentage of MBE/WBE participation.

12.4 Operator shall submit, on a monthly basis, together with its invoice for payment a MBE/WBE Utilization Form listing the MBE/WBE Subcontractors/Sub-consultants utilized during the reporting period. Operator 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 Operator's subsequent invoices if the MBE/WBE Utilization Forms are not timely submitted or if the Operator fails to cooperate with LAWA personnel by promptly providing any and all information related to MBE/WBE participation requested by LAWA.

12.5 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 the Operator being deemed "Non-Responsible." (Section 10.40 et seq. of the Los Angeles Administrative Code.)

Section 13. Living Wage and Service Contract Worker Retention Requirements.

13.1 Living Wage Ordinance

13.1.1 General Provisions: Living Wage Policy. This Agreement is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, a copy which is attached as Exhibit _____ and is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three 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. Operator 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 the City. Whether or not subject to the LWO, Operator 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), Operator agrees to comply with federal law prohibiting retaliation for union organizing.

13.1.2 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 Agreement is a service contract covered by the LWO, or whether an employer or employee are 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 Operator in writing about any redetermination by City of coverage or exemption status. To the extent Operator claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Operator to prove such non-coverage or exemption.

13.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Operator is not initially exempt from the LWO, Operator

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 Agreement, and shall execute the Declaration of Compliance Form attached to this Agreement as Exhibit _____, contemporaneously with the execution of this Agreement. If Operator is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Operator 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 Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Agreement and City shall be entitled to terminate this Agreement and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Operator 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 Agreement. Nothing in this Agreement shall be construed to extend the time periods or limit the remedies provided in the LWO.

13.1.4 Subcontractor Compliance. Operator agrees to include in every subcontract involving this Agreement entered into between Operator and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the LWO and the Service Contractor Worker Retention Ordinance with respect to this Agreement; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the LWO and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to this Agreement, and (ii) invoke, directly against the subcontractor with respect to this Agreement, all the rights and remedies available to City under Section 10.37.5 of the LWO and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

13.2 Service Contract Worker Retention Ordinance. This Agreement may be subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. A copy of Section 10.36 has been attached hereto for the convenience of the parties as Exhibit _____. If applicable, Operator must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to

terminate this Agreement and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

Section 14. Equal Benefits Ordinance.

14.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance (“EBO”), Operator certifies and represents that Operator 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. Operator shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the 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 Operator’s employees which are neither “employee welfare benefit plans” nor “employee pension plans”, as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by Operator 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 Operator to its employees, their spouses and the domestic partners of employees.

14.2 Operator 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 an operating agreement with the City of Los Angeles, the Operator 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.”

14.3 The failure of Operator to comply with the EBO will be deemed to be a material breach of the Agreement by City. If Operator fails to comply with the EBO, the City may cancel or terminate the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by the City. The 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 Operator in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance. If City determines that Operator has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement.

Section 15. First Source Hiring Program For Airport Employers Operator 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 _____ and made a material term of this Agreement. Operator shall be an "Airport Employer" under the First Source Hiring Program.

Section 16. Contractor Responsibility Program Operator shall comply with the provisions of the Contractor Responsibility Program adopted by the Board. The Executive Directives setting forth the rules, regulations, requirements and penalties of the Contractor Responsibility Program and the Pledge of Compliance Form is attached hereto as Exhibit _____ and incorporated herein by reference.

Section 17. Faithful Performance Guarantee

17.1 Operator shall furnish to City and maintain throughout the term of this Permit a Faithful Performance Guarantee to secure the faithful performance by Operator of all the terms, provisions, and covenants contained herein including, but not limited to, the payment of fees and any other specified compensation. Such Guarantee shall be separate from any other Guarantee(s) required by City. The initial amount of said Guarantee shall be three (3) times the highest estimated monthly compensation prescribed herein, or _____ (\$____), whichever is greater.

17.2 If Operator has previously provided such Guarantee to City and if, for any reason, Operator's monthly monetary obligation to City is thereafter increased in excess of ten percent (10%), and if three (3) times the monthly obligation is greater than _____ (\$____), then the amount of Operator's Guarantee shall, within thirty (30) days after receiving written notice from City, correspondingly be increased to a sum three (3) times the new amount.

17.3 If Operator has previously provided such Guarantee to City and if, for any reason, Operator's monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the amount of Operator's Guarantee may be correspondingly decreased to a sum three (3) times the new amount thirty (30) days following written notice to City by Operator, in the Executive Director's sole discretion.

17.4 Performance Guarantees shall be in the form of an Irrevocable Letter of Credit. All Performance Guarantees must be approved as to form by the City Attorney.

17.5 Operator shall furnish such Guarantee in duplicate prior to permit commencement or within thirty (30) days following notice of adjustment of fees and/or other compensation. If, for any reason, said Guarantee is not provided by Operator and/or is not thereafter maintained in sufficient amount throughout the term hereof, City, subject to the notice requirements of Article __, Subsection __, may terminate this Agreement. Upon the expiration or earlier termination of this Agreement, and if Operator has satisfied all of its obligations to City hereunder, City shall relinquish to

Operator said Guarantee following such expiration or earlier termination and satisfaction of all obligations to City. The Guarantee shall be submitted to:

Los Angeles World Airports
 ATTN: Accounting/Revenue-FPG Administrator
 P.O. Box 92216
 Los Angeles, CA 90009-2216

Section 18. Laws, Rules and Regulations.

18.1 Operator 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.

18.2 Operator 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 Executive Director which are now in force or which may be hereafter adopted by the Board and/or the Executive Director with respect to the operation of Airport, including, but not limited to, the Los Angeles International Airport Rules and Regulations.

18.3 Notwithstanding requirements of this Agreement, Operator shall be responsible for ensuring that all operators of motor vehicles operated on Operator's behalf possess current, valid, and appropriate driver's licenses.

18.4 Operator shall be responsible for requesting in writing City-issued identification ("ID") badges for all employees who will have access to the Security Identification Display Areas on the Airport, as designated in the Airport's security program. Each employee must complete the Transportation Security Administration ("TSA") mandated training program before an ID badge is issued. As part of the badging process, City will conduct background investigations, including fingerprinting of Operator's employee badge applicants. Operator shall assist City as necessary to facilitate the badging process. Operator shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignments or terminated from the employ of the Operator or upon termination of this Agreement. In addition, Operator shall pay, or cause to be paid, to City such charges, as may be established from time to time, for the acquisition of ID badges, for lost or stolen ID badges, and for those badges not returned to City in accordance with this Section. City shall also have the right to audit Operator's compliance with security and ID badge rules and regulations.

18.5 Operator 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.

Section 19. Business Tax Registration. Operator 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). Operator shall maintain, or obtain as necessary, all such certificates required of it under said ordinance and shall not allow any such certificate to be revoked or suspended during the term hereof.

Section 20. Alternative Fuel Vehicle Requirement Program. Operator shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program. The rules, regulations and requirements of the Alternative Fuel Vehicle Program are attached as Exhibit _____ and made a material term of this Agreement.

Section 21. Taxes, Agreement Fees and Licenses.

21.1 Operator shall pay all taxes of whatever character that may be levied or charged upon Operator's operations at the Airport, or upon Operator's improvements, fixtures, equipment, or other property on the Airport, or upon Operator's use thereof.

21.2 Operator shall also pay for, and cause to be maintained in full force and effect during the term of this Agreement, all licenses or permits necessary or required by law or regulation for the conduct and operation of Operator's business authorized herein, or for use of Airport. Such licenses and permits shall cover not only Operator, but also all of Operator's employees and agents required to be licensed to transact Operator's business at the Airport.

21.3 If a claim is made against City for any of the above charges, City shall notify Operator in writing and Operator shall promptly pay said charges; provided, however, that failure by City to give such notice shall not constitute a waiver of Operator's obligation to pay such taxes, license and/or license fees.

21.4 The obligations of Operator under this Section, however, shall not prevent Operator from contesting the validity and/or applicability of any of the above charges and, during the period of any such lawful contest, Operator may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Operator is held responsible for such taxes and/or fees, Operator shall promptly pay the required amount, plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to City, City shall remit to Operator such sums to which Operator is legally entitled.

21.5 In addition, by executing this Agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest." If such possessory interest is created, Operator, as the party in whom the possessory interest is vested, shall be subject to the payment of the property taxes levied upon such interest.

Section 22. Disabled Access.

22.1 Operator 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 Operator. Operator shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Operator's noncompliance. Further, Operator agrees to cooperate fully with City in its efforts to comply with the Americans with Disabilities Act of 1990 and any amendments thereto, or successor statutes.

22.2 Should Operator fail to comply with Subsection 22.1, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Operator will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 23. Child Support Orders. This Agreement is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code 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 _____. Pursuant to this Section, Operator (and any subcontractor of Operator providing services to City under this Agreement) shall (1) fully comply with all State and Federal employment reporting requirements for Operator's or Operator's subcontractor's employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Operator and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) 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 (4) maintain such compliance throughout the term of this Agreement. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Operator 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 Operator 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 Agreement subjecting this Agreement to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Operator by City (in lieu of any time for cure provided elsewhere in this Agreement).

Section 24. Waiver. The waiver by either party 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. The subsequent acceptance of compensation hereunder by City shall not be deemed to be a waiver of any preceding breach by Operator of any term, covenant, or

condition of this Agreement other than the failure of Operator to pay the particular compensation so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such compensation.

Section 25. City's Right to Contract With Others Regarding Agreement Rights. The rights granted hereunder by this Agreement are not exclusive in nature, and City specifically reserves the right to enter into similar additional agreements at Airport, at any time.

Section 26. Quality of Operator's Services.

26.1 Operator shall, at all times during the term of this Agreement, comply with all safety rules and regulations promulgated by any governmental authority having control over Operator's operations under this Agreement at Airport.

26.2 All vehicles, automotive equipment, machinery, appliances, underground installations and other equipment used by Operator in its operations under this Agreement shall, at no cost to City, be maintained in good mechanical condition and appearance and shall be modern up-to-date equipment which shall, at all times, meet all requirements necessary or lawfully required for fire protection and for the enhancement of the safety of operations considering the nature of the business in which Operator is engaged.

26.3 All employees of Operator engaged in rendering the services authorized in this Agreement shall, at all times while on duty, be neatly and cleanly dressed in accordance with the duty being performed by them, and they shall wear such identification and/or device as shall meet with the approval of City.

26.4 Operator shall furnish professional, prompt and efficient service so as not to reflect any discredit on City or Airport.

Section 27. Compliance with Los Angeles City Charter Section 470(c)(12)

27.1 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 twelve (12) month time period.

Subcontractor's information included must be provided to contractor within five (5) business days. Failure to comply may result in termination of contract or any other available legal remedies including 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."

27.2 Contractor, subcontractor 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 28. Miscellaneous Provisions.

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

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

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

28.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Agreement 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.

28.5 **Laws of California.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and venue shall lie at Airport.

28.6 **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.

28.7 **Exclusivity.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act [49 U.S.C. 40103(e) and 47107(a)(4) (Public Law 103-272; 108 STAT. 1102)]. [USE GUIDE, paragraph 9]

28.8 **Rights of United States Government.** This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport. [USE GUIDE, paragraph 4]

28.9 **War or National Emergency.** This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency. [USE GUIDE, paragraph 10]

28.10 **Time.** Time shall be of the essence in complying with the terms, conditions, and provisions of this Agreement.

28.11 **Integration Clause.** It is understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.

28.12 **Force Majeure.** Except as otherwise provided in this Agreement, whenever a day is established in this Agreement on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of City, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained in this Subsection shall excuse Operator from the prompt payment of any compensation, fees or other monetary charge required of Operator hereunder.

28.13 **Approvals.** Any approvals required by City under this Agreement shall be approvals of the LAWA acting in its capacity as a Department of the City of Los Angeles and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the governmental approvals or rights of the City as a governmental agency, including the approval of any permits required for construction or maintenance on the Airport and the passage of any laws including those relating to zoning, land use, building and safety.

28.14 **Conflicts.** If there are any direct conflicts between the provisions of Article 1 and Article 2 of this Agreement, the provisions of Article 1 shall be controlling.

28.15 **Ordinance and Los Angeles Administrative Code (hereinafter**

referred to as "Code") Language Governs. 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.

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

28.17 **Days.** Unless otherwise specified, "days" shall mean calendar days.

28.18 **Deprivation of Operator's Rights.** City shall not be liable to Operator for any diminution or deprivation of Operator's rights under this Agreement which may result from Operator's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Subsection, nor shall Operator be entitled to terminate the whole or any portion of the Agreement by reason thereof.

28.19 **City's Consent.** In each instance herein where City's, Board's or the Executive Director's approval or consent is required before Operator may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.

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.

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.

CITY OF LOS ANGELES

**NONDISCRIMINATION ☐ EQUAL EMPLOYMENT PRACTICES ☐ AFFIRMATIVE
ACTION CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:**
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:**
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:**
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:**
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.
- E. Equal Employment Opportunity Officer:**

Please be advised that _____ is hereby

NAME OF DESIGNEE

TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

_____, (_____)

WORK ADDRESS

TELEPHONE

- F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:**
1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
 2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan; ☐ Company Plan.
 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

A-1

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE

DATE

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor _____ Project Title _____ Length of Contract _____
 Contractor Address _____ Work Force as of (Date) _____ (If you have no employees, write "no employee at this time.")

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)										FOR CONSTRUCTION PROJECTS										(L.A. County Only)							
	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER					
CRAFT	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F				
Brick Layers																											
Carpenters																											
Electricians																											
Gunit Workers																											
Iron Worker																											
Laborers																											
Operator Engineers																											
Painters																											
Pipe Trades																											
Plasters / Cement Masons																											
Sheet Metal Workers																											
Teamsters																											
Clerical																											
Supervisory																											
TOTAL																											

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
OCCUPATION	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers																
Professionals																
Technicians																
Sales Workers																
Office / Clerical																
Semi-Skilled																
Laborers (Unskilled)																
Service Workers																
TOTAL																

Employment statistics were obtained from:

☐ Available Records ☐ Visual Check ☐ Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

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, domestic partner 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, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the 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, domestic partner 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 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 conducted 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.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

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, domestic partner status, or medical condition.
 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith 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 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.

LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

- b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.
- c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

DATE

OFFICER'S SIGNATURES

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 11

LIVING WAGE ORDINANCE

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 others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and 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 has all too often 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. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such 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 that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing 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.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be 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 same adverse social consequences from such inadequate compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, 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 does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding

EXHIBIT LIVING WAGE ORDINANCE

account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

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.*

Sec. 10.37.1 Definitions.

The following definitions shall apply throughout this article:

- (a) **"Airport"** means the Department of Airports and each of the airports which it operates.
- (b) **"Airport Employer"** means an Employer, as the term is defined in this section, at the Airport.
- (c) **"Airport Employee"** means an Employee, as the term is defined in this section, of an Airport Employer.
- (d) **"Awarding authority"** means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or public lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.
- (e) **"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, but excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.
- (f) **"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 one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such 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 shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

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 (1) year, (2) it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or (3) it obtains a waiver as provided herein. A recipient - who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship - may apply in writing to the City department or office administering such assistance, which department or office shall forward such application and its recommended action on it to the

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City Council. Waivers shall be affected by Council resolution.

(g) **"Contractor"** means any person that enters into: (1) a service contract with the City, (2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in Subsection (i).*

*Technical correction due to re-lettering of subsections: "Subsection (f)" corrected to "Subsection (i)".

(h) **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

(i) **"Employee"** means any person - who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license - who is employed (1) as a service employee of a contractor or subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; (2) as a service employee - of a public lessee or licensee, of a sublessee or sublicensee, or of a service contractor or subcontractor of a public lessee or licensee, or sublessee or sublicensee - who works on the leased or licensed premises; (3) by a City financial assistance recipient who expends at least half of his or her time on the funded project; or (4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(j) **"Employer"** means any person who is a City financial assistance recipient, contractor, subcontractor, public lessee, public sublessee, public

licensee, or public sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§ 21.00 - 21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §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 (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

(k) **"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.

(l) **"Public lease or license"**.

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

*Technical correction due to re-lettering of subsections: "(i) (b)" corrected to "(l) (b)".

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

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

(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

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

EXHIBIT E LIVING WAGE ORDINANCE

(1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;

(2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

(3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;

(4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

(5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

(6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;

(7) Public leases and licenses shall be deemed to include public subleases and sublicenses;

(8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

(m) "Service contract" means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of goods or other property or the leasing or renting of property) and that involves an expenditure in excess

of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the following applies: (1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(n) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with (1) a contractor or subcontractor to assist the contractor in performing a service contract or (2) a contractor or subcontractor of a proprietary lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in Subsection (i).*

*Technical correction due to re-lettering of subsections: "Subsection (f)" corrected to "Subsection (i)".

(o) "Willful violation" means that the employer knew of his, her, or 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.

Sec. 10.37.2 Payment of Minimum Compensation to Employees.

(a) Wages. Employers shall pay Employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per

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hour without health benefits. With the annual adjustment effective July 1, 2009, together with all previous annual adjustments as provided by this subsection, such rates are ten dollars and thirty cents (\$10.30) per hour with health benefits or, if health benefits are not provided, then fourteen dollars and eighty cents (\$14.80) per hour for Airport Employees and eleven dollars and fifty-five cents (\$11.55) per hour for all other Employees. The hourly rate with health benefits to be paid to all Employees and the hourly rate without health benefits to be paid to Airport Employees shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report, the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

(b) Compensated Days Off. Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

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.*

Sec. 10.37.3 Health Benefits.

(a) Health Benefits. The health benefits required by this article shall consist of the payment of at least four dollars and fifty cents (\$4.50) per hour by Airport Employers and at least one dollar and twenty-five cents (\$1.25) per hour by all other Employers towards the provision of health care benefits for Employees and their dependents. Proof of the provision of such benefits must be submitted to the awarding authority to qualify for the wage rate in Section 10.37(a) for Employees with health benefits.

Airport Employees cannot waive the health benefits offered by an Airport Employer when the Airport Employer does not require an out-of-pocket contribution by the Airport Employee. Consistent with and as shall be reflected in the hourly rates payable to Airport Employees as provided in 10.37.2(a) above, the amount of payment for health benefits by Airport Employers shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly payments, if any. On the basis of such report, the DAA shall publish a bulletin announcing the adjusted payment, which shall take effect upon such publication.

(b) Periodic Review. At least once every three years, the Office of Administrative and Research Services shall review the health benefit payment by Airport Employers set forth in 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.*

Sec. 10.37.4 Notifying Employees of their Potential Right to the Federal Earned Income Credit.

Employers shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

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.*

Sec. 10.37.5 Retaliation Prohibited.

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Neither an employer, as defined in this article, nor any other person employing individuals shall 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

*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.*

Sec. 10.37.6 Enforcement.

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article - back pay for each day during which the violation continued.

(2) For failure to pay medical benefits - the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits.

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

(4) For willful violations, the amount of monies to be paid under (1) - (3) 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 so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle

the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, 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 (10) days. In the event that the employer has not demonstrated to the DAA within such period that it has cured such 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 are to include, but not be limited to, termination of the service contract, public lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained

EXHIBIT _____ LIVING WAGE ORDINANCE

by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shall be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance 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.*

Sec. 10.37.7 Administration.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance, including the investigation of claimed violations, and shall promulgate implementing regulations consistent with 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(j), and that particular leases and licenses shall be regarded as "public leases" or "public licenses" for purposes of Section 10.37.1(i), when it receives an application for a determination of non-coverage or exemption as provided for in Section 10.37.13. 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.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Office of Administrative and Research Services and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters: (a) how extensively affected employers are complying with the article; (b) how the article is affecting the workforce composition of affected employers; (c) how the article is affecting productivity and service quality of affected employers; (d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

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.*

Sec. 10.37.8 Exclusion of Service Contracts from Competitive Bidding Requirement.

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at least two-million dollars (\$2,000,000). Charter Section 372 shall not be applicable to service contracts.

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.*

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.

EXHIBIT _____ LIVING WAGE ORDINANCE

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.*

Sec. 10.37.10 Expenditures Covered.

This article shall apply to the expenditure -- whether through aid to City financial 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

*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.*

Sec. 10.37.11 Timing of Application.

(a) Original 1997 Ordinance. The provisions of this article as enacted by City Ordinance No. 171,547, effective May 5, 1997, shall apply to (1) contracts consummated and financial assistance provided after such date, (2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves met the requirements of former Section 10.37.1(h) (definition of "service contract") or which extended contract duration, and (3) supplemental financial assistance provided after May 5, 1997 and before the effective date of the 1998 ordinance which itself met the requirements of Section 10.37.1(c).

(b) 1998 Amendment. The provisions of this article as amended by the 1998 ordinance shall apply to (1) service contracts, public leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and (2) amendments, consummated after the effective date of such ordinance, to service contracts, public leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

(c) 2000 amendment. The provisions of this article as amended by the 2000 ordinance shall apply to (1) service contracts, public leases or public licenses and City financial assistance recipient agreements

consummated after the effective date of such ordinance and (2) amendments to service contracts, public leases or licenses and City financial assistance recipient agreements which are consummated after the effective date of such ordinance and which provide additional monies or which extend the term.

(d) 2009 Amendment. The provisions of this article as amended by the 2009 ordinance shall become operative ninety (90) days following the effective date of the 2009 ordinance.

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.*

Sec. 10.37.12 Supersession by Collective Bargaining Agreement.

Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

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.*

Sec. 10.37.13 Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City financial assistance recipient" in Section 10.37.1(c), of "public lease or license" in Section 10.37.1(i), and of "service contract" in Section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of Section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the corresponding definition just mentioned, 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.*

Sec. 10.37.14 Severability

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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*

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

DECLARATION OF COMPLIANCE
Service Contract Worker Retention Ordinance and the Living Wage Ordinance

Los Angeles Administrative Code (LAAC) Sections 10.36 et seq. and 10.37 et seq. provide that all employees (except where specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses or, certain recipients of City financial assistance, shall comply with all applicable provisions of the Ordinances.

During the performance of this agreement, the contractor, lessee, licensee, or City financial assistance recipient certifies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinances. The contractor shall provide to the City a list of all subcontractors and a list of all employees under the agreement (including employees of subcontractors) within 10 days after execution. The list of employees shall include the name, position classifications and rate of pay for each employee. An updated list shall be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the Office of the City Administrative Officer within 90 days of execution of the subcontract. In case of a successor service contract, a successor contractor shall retain for a 90-day transition employment period, employees who have been employed by the terminated contractor or its subcontractor, if any, for the preceding 12 months or longer, pursuant to Section 10.36.2.

The contractor, lessee, licensee, or City financial assistance recipient further agrees:

- (a) To pay covered employees a wage no less than the minimum initial compensation of \$7.99 per hour (adjusted July 1, 2001) with the health benefits, as referred to in (c) below, or otherwise \$9.24 per hour (adjusted July 1, 2001), pursuant to Section 10.37.2(a). Such rates shall be adjusted annually and shall become effective July 1.
- (b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off pursuant to Section 10.37.2(b) and Regulation 4(e)(3)'
- (c) Where so elected under (a) above, to pay at least \$1.24 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 10.37.3;
- (d) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4;
- (e) To 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 the City; and,
- (f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

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

Check box only if applicable: ☐ I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City agreement.

Company Name		Signature of Officer or Authorized Representative	
Company Address and Phone Number		Type or Printed Name and Title	
Date	Contact Number	Awarding City Department	Type of Service

Form CAO/LW-5, Rev. 7/5/01

EXHIBIT _____
Declaration of Compliance

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 10

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Sec. 10.36 Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and 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.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

SECTION HISTORY

Article and Section Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Article and Section, Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) **"Awarding authority"** means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) **"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, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) **"City financial assistance recipient"** means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000); provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such 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 shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or job growth shall be deemed such assistance once the \$100,000 threshold is reached.

(d) **"Contractor"** means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) **"Employee"** means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to: hotel employees; restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) **"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.

(g) **"Service contract"** means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months.

(h) **"Subcontractor"** means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service

contract and that employs employees for such purpose.

(i) **"Successor service contract"** means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (c), Ord. No. 172,843, Eff. 11-4-99.

Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or

subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor

from which the successor contractor shall hire additional employees.

(g) If the City or a City financial assistance recipient enters into a service contract for the performance of work that prior to the service contract was performed by the City's or the recipient's own service employees, the City or the recipient, as the case may be, shall be deemed to be a "terminated contractor" within the meaning of this section and the contractor under the service contract shall be deemed to be a "successor contractor" within the meaning of this section and section 10.36.3.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended By: Ord. No. 171,004, Eff. 5-18-96; Subsec. (g) Added, Ord. No. 172,349, Eff. 1-29-99.

Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article

shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended By: Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.4. Exemption for Successor Contractor or Subcontractor's Prior Employees.

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended By: Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.5. 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 wrongful termination.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended By: Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or 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. City financial assistance recipients shall apply this article to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

SECTION HISTORY

Added by Ord. No. 171,004, Eff. 5-18-96.

Amended by: Ord. No. 172,337, Eff. 1-14-99; Ord. No. 172,843, Eff. 11-4-99

Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.

The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to contracts consummated and financial assistance provided after May 18, 1996 (the effective date of City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784) and through May 18, 1996, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be effected by the retroactive application of City Ordinance No. 171,004.

SECTION HISTORY

Added by Ord. No. 171,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Ord. No. 172,337, Eff. 1-14-99.

Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

SECTION HISTORY

Added by Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.9. Severability.

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

SECTION HISTORY

Added by Ord. No. 171,004, Eff. 5-18-96.

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.

VII. 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.

VIII. 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

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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.

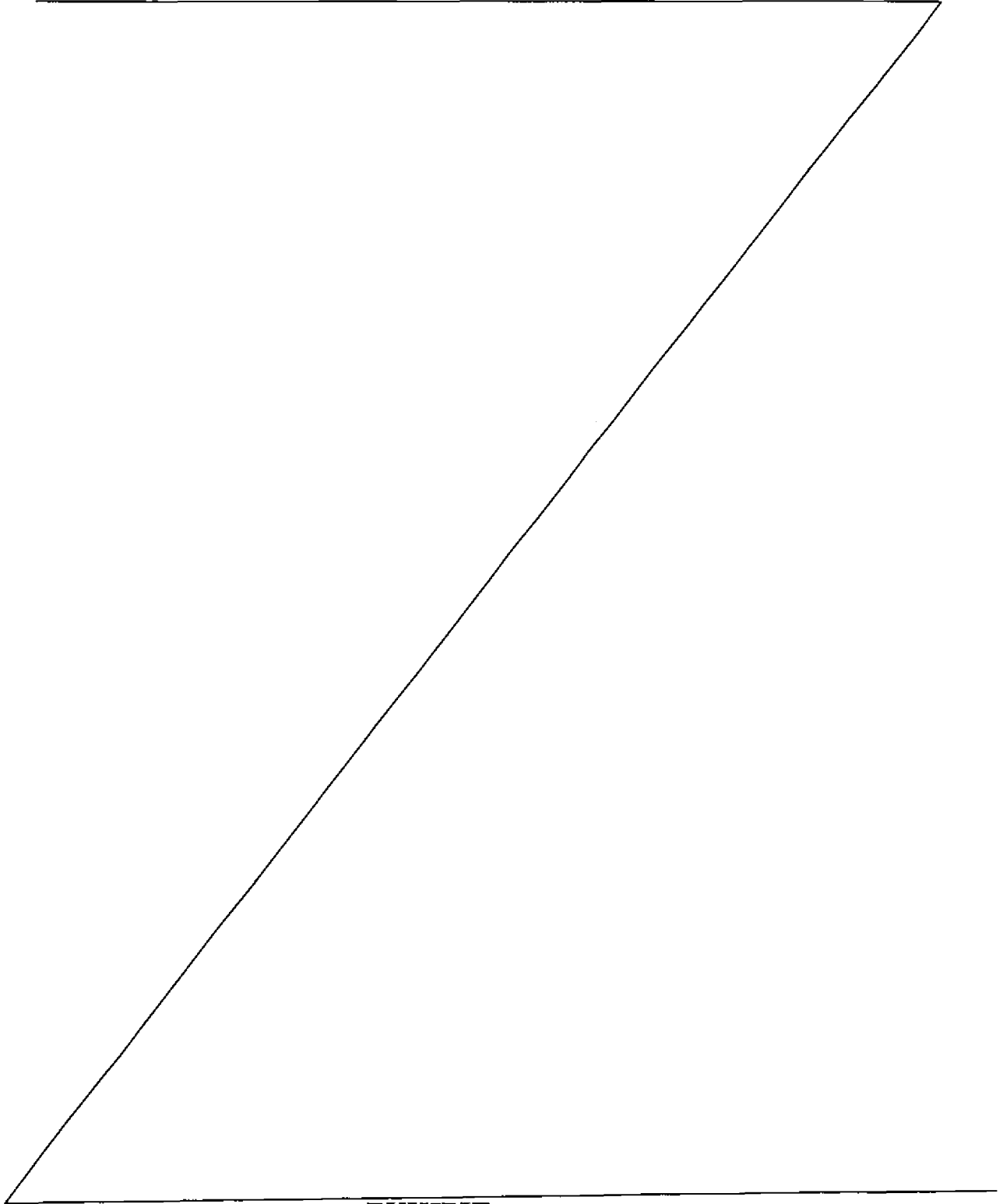
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- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument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



LOS ANGELES WORLD AIRPORTS



CONTRACTOR RESPONSIBILITY PROGRAM

RULES AND REGULATIONS

Effective date: May 20, 2002

Procurement Services Division
7301 World Way West, Rm 105
Los Angeles, CA 900145
(310) 417-6495
(310) 646-7098 (Fax)

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These Rules and Regulations are promulgated pursuant to Board Resolution #21601, the Los Angeles World Airports Contractor Responsibility Program (CRP). Each Requesting LAWA Division shall cooperate to the fullest extent with the Executive Director in the administration of the CRP. The Executive Director may amend these Rules and Regulations from time to time as required for the implementation of the CRP.

A. DEFINITIONS

- 1. Adoption of CRP definitions:** For purposes of these Rules and Regulations, the definitions set forth in the Board Resolution are incorporated herein by reference, and include the following:

- a. **Board**
- b. **Executive Director**
- c. **Los Angeles World Airports (LAWA)**
- d. **"Contract"** means any agreement for the performance of any work or service, the provisions of any goods, equipment, materials or supplies, or the rendition of any service to LAWA or to the public or the grant of a public lease, which is awarded or entered into by or on behalf of LAWA. For the purposes of the CRP and these Rules and Regulations, a permit is not a contract.
- e. **Contractor**
- f. **Subcontractor**
- g. **Bidder**
- h. **Bid**
- i. **Invitation for Bid**
- j. **Public Lease**

2. New Definitions

- a. **"CRP Questionnaire"** means the set of questions developed by Procurement Services Division (PSD) that will assist LAWA in determining a bidder or contractor's responsibility. Information solicited from the CRP Questionnaire may include but is not limited to: ownership and name changes, financial resources and responsibility, satisfactory performance of other contracts, satisfactory record of compliance with relevant laws and regulations, and satisfactory record of business integrity. PSD may amend the CRP Questionnaire from time to time.
- b. **"CRP Pledge of Compliance"** means the CRP Pledge developed by the PSD. The CRP Rules and Regulations may be updated from time to time by the PSD. The CRP Pledge shall require contractors to sign under penalty of perjury that the contractor will:

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- (1) Comply with all applicable Federal, State, and local laws and regulations during the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- (2) Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor did not comply with subparagraph 2(b)(1) above in the performance of the contract.
- (3) Notify LAWA within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated subparagraph 2(b)(1) above in the performance of the contract.
- (4) Provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a Questionnaire.
- (5) Ensure that subcontractors working on the LAWA contract shall complete, sign and submit a CRP Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs 2(b)(1) through (3).
- (6) Notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable Federal, State, or local law involving the subcontractors in the performance of a LAWA contract.
- (7) Cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

B. SUBMISSION OF CRP QUESTIONNAIRES

1. **Issuance of Invitation for Bids (IFB):** These include Request for Bids (RFB), Request for Proposals (RFP), and Request for Qualifications (RFQ). Unless otherwise exempt from the CRP, if a proposed contract meets the definition of a contract subject to the CRP as defined in the Resolution and these Rules and Regulations, LAWA shall include in the IFB:
 - a. Language informing potential bidders of the CRP;
 - b. The CRP Questionnaire that bidders submit with their bid; and
 - c. The CRP Pledge of Compliance that bidders submit with their bid.

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2. Submission of CRP Questionnaires with Bids:

- a. All bid and proposal submissions are required to contain a completed and signed CRP Questionnaire and a signed CRP Pledge of Compliance.
 - b. Failure to submit a CRP Questionnaire and a CRP Pledge of Compliance in accordance with the IFB procedures may make the bidder non-responsive and disqualified from the bidding process.
 - c. Submitted CRP Questionnaires and CRP Pledge of Compliance become public records, and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law.
- 3. Use of a non-competitive process to procure the proposed contract:** If a non-competitive process is used by LAWA Divisions to procure the proposed contract, the proposed contractor is required to submit the completed CRP Questionnaire and a signed CRP Pledge of Compliance to LAWA for determination of contractor responsibility prior to execution of the contract.
- 4. Subcontractors List:** The list of subcontractors shall be submitted with the bid and will be made available for public review along with the bidder's Questionnaire.

C. LAWA REVIEW OF SUBMITTED CRP QUESTIONNAIRES

- 1. Departmental Review of submitted bids:** As part of the determination of a bidder's responsiveness, PSD will review the bid submissions to determine whether a completed CRP Questionnaire, signed under penalty of perjury, has been included with the bid. If a completed Questionnaire has not been included with the bid as required by the IFB procedures, the bidder may be deemed to be non-responsive and may be disqualified from the bidding process.
- 2. Posting of CRP Questionnaires and Subcontractor List:** Requesting Divisions will forward to PSD the completed CRP Questionnaires and subcontractor list(s), if any, submitted by the responsive bidders to make available for public review as follows:
 - a. If a contract is to be awarded pursuant to a competitive RFB, the CRP Questionnaires for the three lowest responsive bidders and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days.
 - b. If a contract is to be awarded pursuant to a RFP or RFQ and award is not based on the lowest submitted bid price, the CRP Questionnaires for the short-listed proposers and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days. If no short-listing procedure is used, the CRP Questionnaire for the prospective contractor shall be made available for public review for a minimum period of 14 calendar days.

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- c. If a contract is to be awarded to a Sole Source, the CRP Questionnaire for the proposed contractor and their list of proposed subcontractors, if any, will be forwarded to PSD to make it available for public review for a period of 14 calendar days.
- d. No contract shall be awarded to any bidder until at least 14 calendar days after the CRP Questionnaire has been made available for public review.
- e. The CRP Questionnaire of the bidder/proposer awarded the contract will be retained by the Requesting Division as part of the contract file. The CRP Questionnaires for the bidders/proposers not awarded the contract will be retained in the customary manner by the Requesting Division.

3. Claims Resulting from Public Review

- a. Claims regarding a bidder or contractor's responsibility must be submitted to PSD in writing. However, PSD may investigate a claim regarding a bidder's or a contractor's responsibility, whether or not it is submitted in writing.
- b. If PSD receives information which calls into question a bidder's responsibility, and the information was received **before** the contract has been executed, PSD shall:
 - (1) Notify the Requesting Division in writing that no contract shall be awarded until PSD has completed investigation into the matter.
 - (2) Investigate the complaint, collect necessary documentation, and determine the complaint's validity.
 - (3) Upon completion of the investigation, notify the Requesting Division in writing of the result of the investigation.
 - (4) Findings from the PSD investigation received by the Requesting Division will be considered by the Requesting Division as part of the determination of the bidder's responsibility.
- c. If PSD receives written information that calls into question a contractor's responsibility, and the information was received **after** the contract has been executed, PSD shall investigate the matter as required in Section G, LAWA investigation.

D. AWARD AND EXECUTION OF CONTRACTS

1. Departmental Determination of Responsibility and Award of Contract

- a. PSD shall determine whether a bidder/contractor is a responsible bidder/contractor with the necessary quality, fitness and capacity to perform the work set forth in the proposed contract by considering the following:
 - (1) Information contained in the CRP Questionnaire;
 - (2) Information and documentation from PSD's own investigation; and

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- (3) Information that may be available from any compliance or regulatory governmental agency;
- b. Board may award and Executive Director may execute a contract with a bidder/contractor only if:
 - (1) The bidder/contractor's CRP Questionnaire has been made available for public review for at least 14 calendar days unless otherwise exempted from the posting requirement by the CRP;
 - (2) The bidder/contractor is not being investigated pursuant to the CRP;
 - (3) The bidder/contractor has not been found to be a non-responsible bidder/contractor pursuant to the CRP;
 - (4) The bidder/contractor does not appear on any City list of debarred bidders or contractors; and
 - (5) The bidder/contractor has met all other applicable City requirements.

2. Submission of Pledge of Compliance

- a. Unless otherwise exempt from the CRP, all bid/proposal submissions are required to contain a Pledge of Compliance with the CRP signed under penalty of perjury. Failure to submit a CRP Pledge of Compliance with the bid may make the bidder non-responsive and disqualified from the bidding process.
- b. Within 10 calendar days of execution of a contract, the contractor shall submit to LAWA a signed CRP Pledge of Compliance from each subcontractor listed as performing work on the contract.

3. Subcontractor Responsibility

- a. Contractors shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRP and these Rules and Regulations unless the subcontract is not subject to the CRP.
- b. Contractors shall ensure that subcontractors working on the LAWA agreement shall complete and submit a signed CRP Pledge of Compliance.
- c. Contractors shall not use in any capacity any subcontractor that has been determined or found to be a non-responsible contractor by LAWA or the City.
- d. Subject to approval by the Requesting Division, contractors may substitute a non-responsible subcontractor with another subcontractor with no changes in bid amounts.

4. Execution of Contracts

- a. Unless exempt from the CRP, all contracts shall contain language obligating the contractor to comply with the CRP.
- b. No contract may be executed unless:

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- (1) The proposed contractor has submitted a signed Pledge of Compliance with the CRP.
- (2) The proposed contractor's CRP Questionnaire, unless otherwise exempt, has been made available for public review for at least 14 calendar days.

E. CONTRACT AMENDMENTS

1. Compliance with the CRP, except for the requirement to submit a CRP Questionnaire, is required in contract amendments if the initial contract was not subject to the CRP, but the total term and amount of the contract, inclusive of all amendments, would make the contract subject to the CRP.
 - a. A contractor subject to the CRP because of an amendment shall submit a CRP Pledge of Compliance to LAWA before the contract amendment can be executed.
 - b. Unless exempt from the CRP, all contract amendments shall contain contract language obligating the contractor to comply with the CRP.

F. CONTRACTOR NOTIFICATION OF INVESTIGATIONS AND UPDATE OF INFORMATION

1. Notification of Investigations: Contractors shall:
 - a. Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor did not comply with any applicable Federal, State, or local law in the performance of the LAWA or City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
 - b. Notify LAWA within 30 calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that the contractor violated any applicable Federal, State, or local law in the performance of the LAWA or City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
 - c. Notify LAWA within 30 calendar days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
2. Update of CRP Questionnaire Information:
 - a. Updates of information contained in the contractor's responses to the CRP Questionnaire shall be submitted to LAWA within 30 days of any changes to the responses if the change would affect the contractor's fitness and ability to continue performing the contract.

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- b. PSD or the Requesting Division shall determine whether a contractor in a specific situation should have provided information or updated information.
 - (1) If PSD or the Requesting Division becomes aware of new information concerning a contractor and determines that the contractor should have provided information or updated LAWA of such information, but the contractor has not done so, PSD shall issue a written notice to the contractor requiring the contractor to submit the required information within 10 calendar days.
 - (2) If PSD or the Requesting Division becomes aware of new information concerning a subcontractor and determines that the subcontractor should have provided information or updated LAWA of such information, but the subcontractor has not done so, PSD shall issue a written notice to the contractor requiring the subcontractor to submit the required information within 10 calendar days.
 - c. Contractor's failure to provide information or updated information when required by LAWA, the CRP or these Rules and Regulations may be considered a material breach of the contract, and LAWA may invoke remedies set forth in Section J of these Rules and Regulations.
- 3. Contractors shall ensure that subcontractors provide information and updates.** Contractors shall ensure that subcontractors performing work on the LAWA contract abide by these same updating requirements, including the requirement to:
- a. Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable Federal, State, or local law in the performance of the LAWA or City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees
 - b. Notify LAWA within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable Federal, State, or local law in the performance of the LAWA or City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- 4. Submission of CRP Questionnaires and Updates of CRP Questionnaire is Not Applicable to Subcontractors:** The requirement that contractors submit to LAWA CRP Questionnaires and updates to the CRP Questionnaire responses does not apply to subcontractors.

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G. LAWA INVESTIGATION

- 1. Reporting of Alleged Violations:** Claims regarding a bidder or contractor's responsibility must be submitted to PSD in writing. However, PSD may investigate a claim regarding a bidder's or a contractor's responsibility, whether or not it is submitted in writing.
- 2. Process:**
 - a. Upon receipt of a complaint or upon initiation of an investigation, PSD shall notify the Requesting Division and the bidder/proposer or contractor in writing that an investigation has been initiated.
 - b. PSD shall collect necessary facts and documentation from the complainant(s). To the extent permissible, PSD shall maintain the identity of the complainant, if any, confidential.
 - c. PSD shall issue a "Notice to Respond" to the bidder/contractor summarizing the facts of the investigation.
 - d. The bidder/proposer or contractor shall cooperate fully and respond to LAWA's request for information within ten (10) working days from the date of the Notice to Respond.
 - e. A bidder/proposer or contractor's failure to cooperate or respond to the Notice to Respond will be deemed conclusive admission that the bidder/proposer or contractor is non-responsible and LAWA may initiate a hearing as set forth in Section I of these Rules and Regulations.
 - 1) Where the subcontractor is the alleged entity, the contractor shall gather the necessary information and respond to LAWA's request for information.
 - f. Upon completion of the investigation, PSD shall prepare a written report of the findings and notify the Requesting Division and the bidder or contractor of the results.
- 3. Results of Investigation:**
 - a. When an investigation is completed before the contract is awarded, PSD shall notify the Requesting Division of the results, and Requesting Division will consider the information as part of the determination of a bidder's responsibility during the bid/proposal review process.
 - 1) If the bidder/contractor is found non-responsible, PSD shall notify the bidder/contractor, and the Requesting Division, of the proposed determination of non-responsibility and provide an opportunity for a hearing as set forth in Section I of these Rules and Regulations.

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- (2) If the bidder/contractor fails to exercise the right to a hearing within ten (10) working days of the date of the notice of the proposed determination of non-responsibility, the bidder/contractor shall be deemed to waive the right to a hearing. PSD may proceed to declare the bidder/contractor a non-responsible bidder/contractor without a hearing and LAWA may invoke remedies set forth in Section J of these Rules and Regulations.

b. When an investigation is completed after the execution of a contract:

- (1) If violations of the CRP are found, PSD shall notify the Requesting Division and contractor of the violation and require the contractor to submit an explanation and information on the status of the violation within 10 calendar days.
- (2) After review of the information regarding the violation, PSD may:
 - (i) Proceed to declare the contractor a non-responsible contractor and LAWA may invoke remedies as set forth in Section J of these Rules and Regulations; or
 - (ii) Declare the contractor a responsible contractor.
- (3) If the contractor fails to provide information regarding the violation as required, PSD shall notify the Requesting Division and may:
 - (i) Proceed to declare the contractor a non-responsible contractor and LAWA may invoke remedies as set forth in Section J of these Rules and Regulations.

H. VIOLATIONS OF THE CRP OR ITS RULES AND REGULATIONS

1. Claims regarding a bidder/proposer or contractor's responsibility must be submitted to PSD in writing. However, PSD may investigate a claim regarding a bidder/proposer or a contractor's responsibility, whether or not it is submitted in writing.
2. If violations of the CRP are found, PSD shall notify the Requesting Division and contractor of the violation and require the contractor to submit an explanation and information on the status of the violation within 10 calendar days.
3. After review of the information regarding the violation, PSD may:
 - a. Proceed to declare the contractor a non-responsible contractor and LAWA may invoke remedies as set forth in Section J of these Rules and Regulations; or
 - b. Declare the contractor a responsible contractor.
4. If the contractor fails to provide information regarding the violation as required, PSD shall notify the Requesting Division and may:

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- a. Proceed to declare the contractor a non-responsible contractor and LAWA may invoke remedies as set forth in Section J of these Rules and Regulations.

I. NON-RESPONSIBILITY HEARING

1. PSD, after consultation with the City Attorney shall initiate the process of declaring a bidder or contractor as non-responsible.
2. Before a bidder or contractor may be declared non-responsible, PSD shall notify the bidder or contractor of the proposed determination of non-responsibility and provide with an opportunity for a hearing.
3. PSD shall administer a procedure for the non-responsibility hearing which, at minimum, must include the following:
 - a. The bidder or contractor shall be provided with written Notice that LAWA intends to declare the bidder or contractor a non-responsible bidder or contractor.
 - b. The Notice shall provide the bidder or contractor with the following information:
 - (1) That LAWA intends to declare the bidder or contractor a non-responsible bidder or contractor.
 - (2) A summary of the information upon which LAWA is relying upon.
 - (3) That the bidder or contractor has a right to respond to the information by requesting a hearing to rebut adverse information and to present evidence of the necessary quality, fitness and capacity to perform the work required under the contract or for future contracts.
 - (4) That the bidder or contractor shall exercise the right to a hearing by submitting to PSD a **written request** for a hearing within 10 working days of the date of the notice.
 - (5) That failure to submit a written request for hearing shall be considered a waiver of the right to a hearing that allows LAWA to proceed with the determination of non-responsibility.
4. If the bidder or contractor fails to exercise the right to a hearing within 10 working days of the date of the Notice of the proposed determination of non-responsibility, the bidder or contractor shall be deemed to waive the right to a hearing. PSD may proceed to declare the bidder or contractor a non-responsible bidder or contractor without a hearing and LAWA may invoke remedies as set forth in Section J of these Rules and Regulations.
5. If the bidder or contractor submits a written request for a hearing, the hearing may be held with the head of PSD, Requesting Division, City Attorney and/or their respective designees. LAWA may determine that the bidder or contractor:

**Los Angeles World Airports (LAWA)
Contractor Responsibility Program
Rules and Regulations**

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- a. Does not possess the necessary quality, fitness, or capacity to perform the work set forth in the proposed contract, should be declared a non-responsible bidder or contractor, and invoke remedies as set forth in Section J of these Rules and Regulations.
 - b. Should be declared a responsible bidder or contractor.
- 6. LAWA's determination shall be final and constitute exhaustion of administrative remedies.
 - 7. PSD shall provide LAWA's written final decision to the bidder or contractor and to the Requesting Division. If the bidder or contractor is declared to be non-responsible, a copy of the final decision shall also be provided to the City Administrative Officer.

J. NON-RESPONSIBILITY SANCTIONS

- 1. A bidder/proposer found non-responsible by LAWA shall be disqualified from participating in the proposed bid/proposal.

Such bidder/proposer shall not perform any work in the proposed contract, whether as a prime contractor, a subcontractor, a partner in a partnership, a participant in a joint venture, a member of a consortium or in any other capacity.

- 2. An existing contractor found non-responsible by LAWA may be declared to have a material breach of contract, and LAWA may exercise its contractual and legal remedies thereunder, which are to include, but not limited to termination of the contract.
- 3. Upon final determination of a bidder/proposer or contractor as non-responsible, PSD shall provide the Requesting Division and the bidder/proposer or contractor with a written notice summarizing the findings and sanctions.
- 4. PSD shall maintain a listing of bidders/proposers and contractors who have been found non-responsible by LAWA pursuant to the CRP.

K. EXEMPTIONS

- 1. **Categorical Exemption:** The following types of contracts are categorically exempt from the CRP and these Rules and Regulations:
 - a. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
 - b. Contracts for the investment of trust moneys or agreements relating to the management of trust assets.

**Los Angeles World Airports (LAWA)
Contractor Responsibility Program
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- c. Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.
- 2. **Board approval required for CRP Exemptions:** The following types of contracts are exempt from the CRP and these Rules and Regulations when the Board of Airport Commissioners makes a finding that the contract meets any of the following conditions:
 - a. Contracts awarded on the basis of exigent circumstances whenever Board finds that LAWA would suffer a financial loss or LAWA operations would be adversely impacted.
 - b. Contracts where the goods or services are proprietary or available from only one source.
 - c. Contracts for repairs, alterations, work improvements awarded based on urgent necessity for the preservation of life, health or property.
 - d. Contracts entered into during time of war or national, state or local emergency.
 - e. Contracts entered into for equipment repairs or parts obtained from the exclusive manufacturer.
 - f. Cooperative agreements with other governmental agencies.

L. EFFECTIVE DATE OF RULES AND REGULATIONS

- 1. The CRP and these Rules and Regulations apply to IFB's Issued after the City Attorney has approved these Rules and Regulations and the CRP Questionnaire.
- 2. The CRP and these Rules and Regulations apply to contracts entered into by LAWA after the City Attorney has approved these Rules and Regulations and the CRP Questionnaire.
- 3. Contracts amended after these Rules and Regulations are approved by the City Attorney will become subject to CRP and these Rules and Regulations if they meet definitions contained in the CRP and these Rules and Regulations.

M. CONSISTENCY WITH FEDERAL AND STATE LAW

The CRP and these Rules and Regulations do not apply in instances where application would be prohibited by Federal and State law or where the application would violate or be inconsistent with the terms and conditions of a grant or contract with the Federal or State agency.

N. SEVERABILITY

If any provision of the CRP or these Rules and Regulations are declared legally invalid by any court of competent jurisdiction, the remaining provisions remain in full force and effect.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid proposal or with an amendment of a contract subject to the CRP. In addition, within ten (10) days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

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

- (a) To comply with all applicable Federal, State, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable Federal, State, or local law involving any subcontractor(s) in the LAWA lease agreement.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Project Title

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. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

“CARB” shall mean the California Air Resources Board.

“Comparable Emissions Vehicle” shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

“Covered Vehicles” is defined in Section II below.

EXHIBIT ____

“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 policy.

“LAWA” shall mean Los Angeles World Airports.

“LAX” shall mean Los Angeles International Airport.

“Least-Polluting Available Vehicle” shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). 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.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

II. Covered Vehicles. The requirements under this Attachment 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**”).

III. Conversion Schedule.

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

IV. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially

EXHIBIT _____

available for performance of a particular task, will identify the Least- Polluting Available Vehicle for performance of that task.

V. **Written Reports.** Operator shall provide a semi-annual report to LAWA in the form attached as Attachment 1, which may be amended from time to time by LAWA.

EXHIBIT _____

LAX Alternative Fuel Vehicle Requirement Reporting Form
 Applies to on-road (licensed) vehicles 8,500 lbs or greater

Diesel & Gasoline Vehicle Fleet
 (List Alt-fuel vehicles on reverse side)

☐ Check box, if you do not have any on-road vehicles 8,500 lbs or greater

Company: _____					Date: _____						
Completed by: _____					Title: _____						
Phone: _____					Email: _____						

Manufacturer (Make)	Model	Size (ft.)	Use (Shuttle, Limo, deliveries, etc.)	VIN #	Engine Manu- facturer	Engine Model #	Engine Year	Engine Horse power (HP)	Diesel or Gas? (D/G)	Is the vehicle retrofitted with a CARB certified particulate (PM) trap? (Yes/No)	Describe your plan and year to retrofit the vehicle with a PM trap or replace the vehicle-Attach a new sheet if necessary.

1 of 2

(Please turn over for alternative fuel vehicle reporting form)



Attachment 1
 Revised 12/13/11

LAX Alternative Fuel Vehicle Requirement Reporting Form
Applies to on-road (licensed) vehicles 8,500 lbs or greater

Alternative Fuel Vehicle Fleet
(List diesel & gas vehicles on reverse side)

☐ Check box, if you do not have any on-road vehicles 8,500 lbs or greater

Company : _____				Date: _____					
Completed by: _____				Title: _____					
Phone: _____				Email: _____					
Manufacturer (Make)	Model	Size (ft.)	Use (Shuttle, limo, deliveries, etc.)	VIN #	Engine Manufacturer	Engine Model #	Engine Year	Engine Horsepower (HP)	Type of Fuel (CNG, LNG, Electric, Propane, or Hydrogen)

(Please turn over for diesel & gas vehicle reporting form)



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.

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This Document must be returned with the Contract/Lease/Agreement

The undersigned hereby agrees that _____ will:
(Name of Business)

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

I declare under penalty of perjury that the foregoing is true and correct. Executed this _____
day of _____, 200__ at _____
City/County State

Name of Business	Address

Signature of Authorized Representative	Print Name

Title	Telephone Number

EXHIBIT F Depiction of the Layover Location

Commercial Vehicle Holding Lot (CVHL)

6100 Westchester Pkwy, Los Angeles, CA 90045

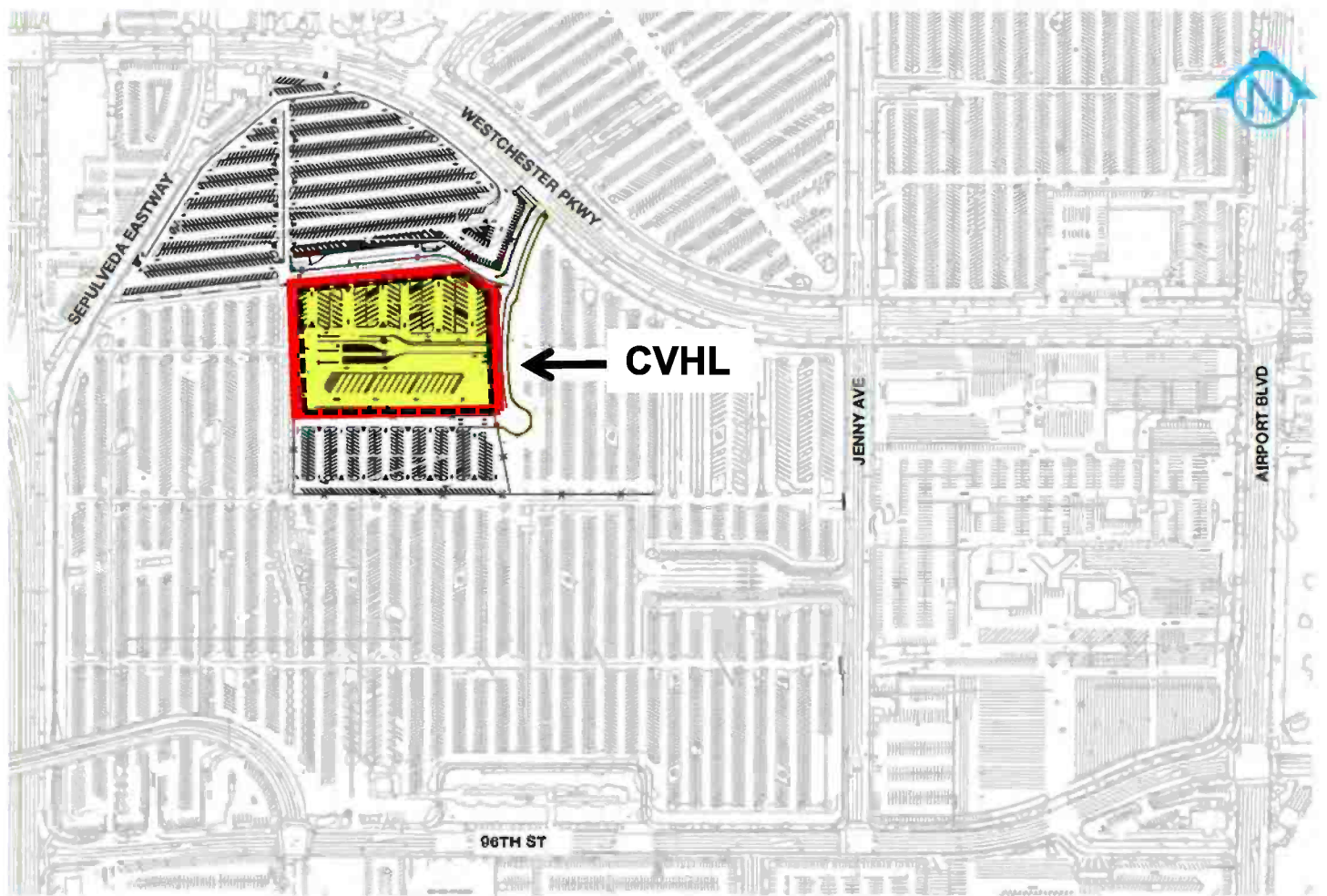


EXHIBIT G

Baggage Guidelines

The following baggage policy applies on all LAX FlyAway® buses:

Baggage Liability:

Passenger name identification must be placed on the outside of all baggage. The owner's name and complete permanent address should be contained inside each piece of luggage. Los Angeles World Airports assumes no liability for articles that are carried on board, or for lost, stolen or damaged luggage and personal articles.

Limitations:

Size – No single piece of luggage will be accepted if its combined length, width and height exceeds 62 inches. Small items, such as cosmetics bags, camera bags, briefcases, etc., should be carried aboard the bus with you.

Weight – No single piece of luggage or property weighing in excess of fifty (50) pounds will be accepted for transportation in baggage service.

Baggage Allowance – A maximum of three (3) stowed bags and/or other type of containers, meeting weight and size limitations specified above, and one carry-on item per ticketed passenger will be allowed.

Containers Included in Baggage Allowance:

Sports items such as golf clubs, tennis rackets, snow or water skis, surfboards or bicycles will be accepted in fully enclosed containers no more than 92 inches in length.

Musical Instruments – Musical instruments will be accepted when enclosed in substantially rigid containers to withstand handling in regular baggage service.

Guns or Firearms (Unloaded) – Unloaded guns or firearms will be accepted only when enclosed in wood, leather or other substantially rigid cases.

Wheelchairs – Wheelchairs must meet general weight limit and fit in the baggage compartment with the user understands that it might not be carried in an upright position. Non-spillable batteries meeting FAA Title 49 accepted. Non-ambulatory passengers can be boarded on wheelchair-lift-equipped buses only.

Prohibited Articles and Receptacles in Baggage Service – Acids, articles of extraordinary value, baby carriages, cameras, electronic equipment (computers, stereos, radios, television sets, tape recorders, etc.), chinaware, cylinders containing compressed gas, explosives, fragile articles, furniture, loaded guns or other firearms, inflammable material or liquids, and freight-type articles are prohibited from being placed in LAX FlyAway® baggage service. (Operator reserves the right to determine what constitutes "freight.")

EXHIBIT H - LAWA Information Security Requirements

LAWA Information Security Requirements

The term 'Information Systems Security' reference in this section refers to an application or operating systems software and hardware to host any component of this proposed solution. The Selected Contractor shall incorporate security best practices and meet a standard of due care to support the security policy of Los Angeles World Airports and shall abide by the following requirements:

A. Security Controls

Selected Contractor shall be responsible for configuring security controls to provide individual accountability, audit ability, and separation of duties. Security controls must be consistent with industry best practices, including but not limited to the following:

- Authentication requirements for access to sensitive data and privileged functions.
- Ensure the latest operating system patches have been applied to all components.
- Ensure the latest security-related patches have been applied to all components.
- Run only services required to meet desired functionality (disable unused services).
- Identify and enable required TCP/UDP ports and disable other TCP/UDP ports when applicable.
- Log all security related events including unauthorized attempts to access privileged services.
- For data encryption. Symmetric cryptosystem key lengths must be at least 128 bits. Asymmetric crypto-system keys must be of a length that yields equivalent strength.

B. Security Design & Review

- Selected Contractor shall submit a network diagram for approval by LAWA IT Security.
- Selected Contractor shall submit an application flow diagram for approval by LAWA IT Security.
- Selected Contractor shall be required to show that the network and/or application flow design conforms to security best practices.

C. Documentation

Selected Contractor shall provide a security plan that include, but is not limited to:

- An overview of the information system security posture.
- Technical details regarding information system implementation strategy, documentation or guidelines that vendor follows to implement and deliver the information system.
- Technical details regarding security strategy - patches applied, operating system hardening steps, services enabled/disabled, TCP/UDP ports opened/closed, authentication requirements, etc.
- Any deviations from the security best practices shall be documented by the Selected Contractor and must be approved by LAWA IT Security.

D. Security Assessment

Selected Contractor shall conduct a security risk assessment (ISO/IEC 27001 and 27005) prior to deployment to ensure appropriate security controls have been designed and implemented. LAWA IT Security, or a third party representing LAWA, shall conduct a security risk assessment prior to final user acceptance, and semi-annually.

E. Security Issue(s) Remediation

Provision for remediation of security issues as requested by LAWA:

- The Selected Contractor must immediately remediate vulnerabilities and high-priority security issues identified during a security review or assessment.
- The Selected Contractor shall be responsible to remediate high and medium risk level issues within a reasonable timeframe. If the remediation affects the functionality of the system, LAWA IT Security may grant an exception depending on the risk level or use other external security methods to mitigate the risk.

Additional security assessment may be performed after remediation for verification purposes at the discretion of LAWA IT Security.

F. Cloud Security – Software as a Service (SaaS)

SaaS provides LAWA client the capability to use the provider's applications running on a cloud infrastructure. LAWA does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage with the possible exception of limited user-specific application configuration settings.

Requirements for Cloud Provider:

- Must be SSAE 16 SOC1/SOC2 or ISO 27001/27002 compliant on all hosting facilities; and provide compliance audit report semi-annually.
- Ability to provide regulations & compliance control solution.
- Ability to provide identity management solution (such as active directory Integration, multi-factor authentication, cloud access security broker (CASB), and single sign-on).
- Ability to provide data access control solution.
- Ability to detect and block unauthorized/malicious traffic on the network (such as botnet/malware, SQL injection, cross-site scripting, denial-of-service, etc.)
- Ability to provide data protection/encryption/segregation solution.
- Ability to provide anti-virus and patch management solution.
- Ability to provide key management solution
- Ability to provide business continuity and disaster recovery solution (such as alternate site, backup/recovery procedure, recovery point objective, recovery time objective).
- Ability to provide security incident response solution.
- Ability to response and provide immediate notification to LAWA on all security breaches, system failure, and network outages.
- Ability to provide LIVE application/data security feeds to LAWA.
- Ability to provide service level agreements on reliability, availability, performance, customer support, and penalties.
- Ability to provide data retrieve/removal solution when contract terminates.

G. Vendor Hosted Systems Service Provider

Vendor Hosted system services are those services where LAWA does not manage or control daily operations, application or system services, infrastructure, network, servers, operating systems, or storage.

Requirements for Vendor Hosted system services:

- Must follow industry best practice security standards when providing Industrial Control Systems.
- Must ensure PCI DSS compliance when dealing with payment cards and PII.
- Ability to provide regulations & compliance control solution.
- Ability to provide identity management solution (such as active directory Integration, Multi-Factor Authentication, single sign-on).
- Ability to provide data access control solution.
- Ability to detect and block unauthorized/malicious traffic on the network (such as botnet/malware, SQL injection, cross-site scripting, denial-of-service, etc.)
- Ability to provide data protection/encryption/segregation solution.
- Ability to provide anti-virus and patch management solution.
- Ability to provide key management solution
- Ability to provide business continuity and disaster recovery solution (such as alternate site, backup/recovery procedure, recovery point objective, recovery time objective).
- Ability to provide security incident response solution.
- Ability to response and provide immediate notification to LAWA on all security breaches, system failure, and network outages.
- Ability to provide LIVE application/data security feeds to LAWA.
- Ability to provide service level agreements on reliability, availability, performance, customer support, and penalties.
- Ability to provide data retrieve/removal solution when contract terminates.

EXHIBIT I
FlyAway Trademark



EXHIBIT J

Ground Transportation Waiting Areas

LAX | LAX Ground Transportation Waiting Areas

LEGEND



HOTEL & PRIVATE PARKING

RED



LAX FLYAWAY®

BLUE



RENTAL CARS

PURPLE



LAX-HI
Taxi, Lyft, Opell, Uber

GREEN



SHARED RIDE VANS
CHARTER BUSES

ORANGE



AIRLINE CONNECTIONS
CITY BUS CENTER-LAX
ECONOMY LOT E
METRO GREEN LINE
LAX EMPLOYEE LOTS

PINK



LA ACCESS

DARK BLUE



SERVICE ANIMAL RELIEF STATION

DARK BLUE



TAXI

DEPARTURES LEVEL - UPPER ROADWAY



ARRIVALS LEVEL - LOWER ROADWAY



Question #	Question	Answer
1	Please confirm if our insurers must be AM Best rated A- IV or better or A- VI.	AM Best Rating of A - IV (4) is required.
2	Please confirm that a minimum of \$10M in coverage for subcontractors must be evidenced as stated on Page 55 of Appendix 4.1.	The prime contractor is responsible for providing the \$10 million coverage. However, the prime contractor can allow a subcontractor to provide less, as long as the prime will cover the gap.
3	What specific level of ADA compliance is required for the Customer User Interface Application?	<p>The Department of Justice issued a technical assistance document addressing website accessibility, entitled "Accessibility of State and Local Government Websites to People with Disabilities." (https://www.ada.gov/websites2.htm)</p> <p>The Successful Proposer should follow the guidelines contained in the document to the extent possible.</p>
4	For other operators to integrate with the FLYAWAY services information, the scope of the selected vendor solution will be making available data files related to real-time trip information and service alerts available through the General Transit Feed Specification (GTFS-RT) to be utilized by other consumer trip planning apps. Please confirm.	Yes.
5	Will LAWA want to have any options to source or use the technology platform past the 5-year contract? Will LAWA want any rights to the platform for use in other LAWA services should it desire to?	LAWA requires a perpetual royalty free license to use the platform and access to the code.
6	Will the technology platforms be developed and handed over to LAWA, or developed and operated by proposer?	The Proposer will develop and operate the platform for the duration of the contract. LAWA requires a perpetual royalty free access to use the platform and access to the code.
7	Are OBD devices available in the vehicles in service and the data on various components is already being acquired?	Yes.
8	Is the installation of OBD/ Gateways and acquisition of Vehicle data considered a part of the scope?	Yes.
9	Does LAWA likes to have a handler/feature as part of the solution that will help LAWA decides between TIME (Wait-time and Operations-Cost (fuel)) and COST?	LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
10	For third party integration, does LAWA have an existing integration platform that can be leveraged. If yes, please provide details of the integration platform.	LAWA has API's for data sharing however we are open to any ideas that this program will cover.
11	Does LAWA have a preferred cloud hosting partner and or platform, either owned or through a vendor partner?	AWS is the preferred cloud hosting partner.
12	Should we size for cloud hosting?	Yes.

Question #	Question	Answer
13	In the RFP, LAWA has mentioned: "Successful Proposer shall develop and provide a customer-facing user-friendly platform for FlyAway® customers that offers a consistent, seamless interface through various mobile devices, including iOS, Android, and Microsoft". Can LAWA please provide a list of the existing systems and underlying technologies for these systems, that are currently being used for ticketing, trip planning (booking, reservation)?	LAWA has no insight on the technology used by the current provider.
14	What are the existing LAWA systems that needs to be leveraged in the proposed solution? Or will all systems be built newly?	FlyAway Systems will be newly built.
15	What are the Target Channels for the Customer User Interface Application Technology? Please provide the complete list (e.g. Mobile, Web, Kiosk, POS etc.).	Web and mobile are required, but LAWA is interested in all possible target channels. LAWA is open to solutions to help improve customer service and operational efficiency. Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
16	We understand that LAWA currently has a real-time vehicle tracking dashboard. Can the selected vendor leverage that dashboard to map the new vehicles?	The current vehicle tracking dashboard belongs to the existing operator. It is not available.
17	Does the application also need to provide locational services (real-time indoor maps) to direct the customers to/from the FLYWAY points at the airport?	LAWA is working with multiple parties for indoor navigation, however we are open to and anticipate the FlyAway to integrate and provide potential data points.
18	Is there any push notification service integration required? Can we use Firebase Cloud Messaging/ Apple Push Notification Service?	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
19	Is the target application a mobile application or a web portal should also be considered during this transformation?	LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. LAWA intends an ease of passenger access to information. LAWA is open to solutions to help improve customer service and operational efficiency.
20	What are the third parties that LAWA has in mind with regard to integration of FlyAway and their underlying business scenarios?	LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
21	Is there any payment integration required? If so, please provide details	LAWA expects a turnkey solution

Question #	Question	Answer
22	What is the current tech stack that the existing application is built on?	There is no current existing application.
23	Do you intend to distribute the app via MDM or in a BYOD mode?	LAWA app distribution should support both modes.
24	How the application is distributed to the end users? Any MDM tools or via Play store?	Customer devices have to use play store for install. LAWAs MDM tool is used to distribute app for LAWAs issued devices.
25	Does the app need to support only smartphone or both smartphone and tablets (e.g. iPad)?	LAWA prefers to have the app support as many modes as possible, but interested in all options/proposals. See Exhibit A.I.A.
26	What is the orientation required for the application? Portrait/Landscape or both?	LAWA prefers to have the app support as many modes as possible, but interested in all options/proposals. See Exhibit A.I.A.
27	The industry standard for OS support is N-2 OS version support where N is the current OS version. Does the app need to support any older OS versions?	LAWA prefers to use version(s) that is/are supported under maintenance support matrix by the vendor.
28	What are the target devices are considered for Testing? Any custom made / rugged devices are in scope?	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
29	What are different user roles in the mobile application? e.g. User/Admin etc.	For mobile application, it should only be Users which are the general public. Admin access requires more real estate for configuration purposes which should be done thru a PC/Mac device.
30	Does the application need to support offline? Please elaborate the offline features to be supported. How many users need to be supported offline?	The application would ideally need to support the ability for customers to access purchased tickets if they are offline.
31	Is there any type of chatbot integration required in the application? e.g. Alexa, dialogue flow, IBM Watson. Please provide details	LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. Available features to improve guest experience should be considered.
32	Is there any hardware integration like Bluetooth or NFC required in the mobile application?	These features are becoming more prevalent. The app should leverage available features to future proof.
33	Any type of reminders/alerts required in the application? Please provide details	Yes. Examples include but are not limited to purchase and cancel confirmation.
34	Any smartwatch/wearables integration required?	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.

Question #	Question	Answer
35	Is there a requirement to capture app usage analytics by integrating with any analytics solution?	Yes, LAWA should have access to any and all analytic information through an established common data access layer (rest api, log access) so LAWA can have the option to perform their own analytics.
36	Does this app needs fingerprint and face recognition security support?	As any app requiring payment security, the App should leverage existing security features built into the hardware being used.
37	As part of the proposed platform for Flyaway is there is a requirement to develop the offering as an omni Channel proposition? For e.g. create these capabilities mentioned in the RFP and have them delivered first via mobile channels and then later over online/Conversational interfaces etc. in later phases?	LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
38	Who are the end users of the application? Is B2B applications are also in scope?	End users of the application would be the public. LAWA is open to business to business application integrations as part of the scope.
39	Is there any navigation/maps system Integration required?	Support for GTFS file creation. API access to allow better integration with any platform. LAWA is seeking an effective and user-friendly interface with customers. Proposers should include a solution that effectively meet the stated goals and objectives.
40	Any social media integration or signing with social media required? e.g. - Facebook/Twitter/Google	LAWA is seeking an effective and user-friendly interface with customers. Proposers should include a solution that effectively meet the stated goals and objectives.
41	What is the Current Content Management System in the landscape	LAWAs front end public website employs SiteCore. Our API system uses Apigee.
42	Is the selected vendor required to provision for a revenue (yield) management engine for ticket pricing?	The Successful Proposer should be able to leverage data to introduce new fare models to maximize revenue.
43	Does the application need to provide a wallet to the registered customers to maintain their balance for ride costs?	LAWA is seeking an effective and user-friendly interface with customers. Proposers should include a solution that effectively meet the stated goals and objectives.
44	Will LAWA provision for the secured e-pay portal for this solution. Or is the selected vendor expected to bring them onboard as part of this solution. Kindly advise.	The Successful Proposer will provide a complete customer service app. The Successful Proposer will be responsible for the payment portal.
45	How will the ticket sales payout take place for tickets purchased using TAP wallet	LAWA has a direct contract with Metro for TAP reimbursements.

Question #	Question	Answer
46	Are there specific mobility offerings that definitely should or should not be presented as options?	LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
47	Please confirm that it's LAWA's desire to serve as the primary contact with cited trip planning and mapping apps and to manage those relationships. It is not the responsibility of the successful proposer.	LAWA will partner with Successful Proposer to deliver the new FlyAway program. The Successful Proposer should have the capabilities to deliver the required elements, goals and objectives and submit their best proposal. Managing relationships related to FlyAway Service will be shared between LAWA and the Successful Proposer.
48	Does LAWA only seek to present data for mobility offerings that provide "real-time data feeds" (i.e. GTFS-RT) versus mobility offerings that only provide static data (i.e. GTFS)?	LAWA is seeking a solution to provide real-time information for customer confidence/assurance related to bus operations. Trip Planning data may be appropriate as GTFS. Proposal should demonstrate Proposers ability to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives.
49	Would LAWA entertain allowing the successful proposer to operate the full FlyAway website rather than LAWA maintaining a brochure site that is separate from the transactional site provided by the successful proposer? If not, please elaborate on desired mechanism for information being "published" onto the LAWA brochure site.	LAWA will coordinate access to the LAWA webpage with the Successful Proposer. A FlyAway website may be operated by the Proposer and linked to the LAWA webpage. LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
50	What are the thoughts around the co-existence of the current online version of FlyAway with the proposed platform?	LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. LAWA intends an ease of passenger access to information. LAWA will team with the Successful Proposer to provide access to the LAWA webpage. A FlyAway website may be operated by the Proposer and linked to the LAWA webpage. LAWA is open to solutions to help improve customer service and operational efficiency.
51	Is there a web interface also required to be provisioned for?	Yes. LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. LAWA intends an ease of passenger access to information. LAWA will team with the Successful Proposer to provide access to the LAWA webpage. A FlyAway website may be operated by the Proposer and linked to the LAWA webpage. LAWA is open to solutions to help improve customer service and operational efficiency.
52	Will LAWA consider including a fuel escalation clause of 10% in the contract or consider a pass through of costs? This will help minimize the difference in costs proposed by all bidders given the volatility of fuel costs.	Fuel is a pass-through expense, see line 3i on forms 2A and 2B.

Question #	Question	Answer
53	Can LAWA provide a budget or does LAWA have a budget envelope for the Fixed Route Transportation Operations and the Customer-Centric Technology and Analytics Capabilities relating to: a. Form 2A – Cost Proposal Summary Sheet (Fixed Route Transportation Operations) – Van Nuys; b. Form 2B – Cost Proposal Summary Sheet (Fixed Route Transportation Operations) – Union Station; c. Form 2C – Cost Proposal Summary Sheet (Customer-Centric Technology and Analytics Capabilities)	Proposers should provide their best solution and cost to address the required elements, goals and objectives.
54	Is LAWA open to a separate cost item for grounds up training? Given the driver shortage, we feel that this would be beneficial to meeting the current and future demand for drivers.	Proposers should provide their best solution and cost to address the required elements, goals and objectives.
55	Will LAWA cover merchant processing fees arising from cardholder disputes / chargebacks?	Yes, merchant fees are reimbursable (see Form 2). LAWA is looking for low cost merchant fees.
56	Since future LWO rates over the five-year term are subject to future legislative increases beyond historical CPI, as evidenced by the large annual increases over the last five years, 7.1%, 8.5%, 10.0%, 3.2%, 4.3%, respectively, what protections are provided the successful contractor to seek a price adjustment, if the last five-year increases continue?	LAWA intends to include language in the agreement to address changes to the Living Wage Ordinance such that the hourly billing rates will be adjusted by a corresponding amount with respect to such hourly (non -salaried) personnel.
57	Do you have any current end user pain points that you would like to address along with this new version of the application?	LAWA does not have data identifying specific end user pain points.
58	Does any relevant documentation exist (user personas, user flows, etc.) which can be leveraged for building the new solution?	No.
59	Can you highlight the stakeholders within the organization with whom proposed UX team will work with?	Chief Corporate Strategy and Affairs Officer, Information Technology and Management Division, Mobility Planning and Strategy
60	Does LAWA wish to integrate the LAWA FlyAway services pertinent complaints and feedback management to the overall Airport Experience feedback and complaints management? or both should be treated separately?	Both should be treated separately.
61	Will LAWA want the successful proposer to respond to online and/or mobile reviews? We assume per Exhibit A 1.16 (b) d that this is the intention, but please confirm. Also, please advise which review platforms are of highest concern.	LAWA expects Successful Proposer to be active in managing customer interactions including on-line and mobile reviews.
62	Does LAWA have any preference between reserving specific seats or more generally reserving space?	LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
63	Please elaborate on the requirements for the 24-hour critical response portal. If possible, provide an existing example of such portal.	The 24-hour critical response portal must be able to address critical operational and customer service issues (e.g. a passenger leaves their wallet on the bus).

Question #	Question	Answer
64	Do you have a UX (user experience) team within the organization or an agency involved? What is the UX process that is currently being followed?	The vendor should propose the design and UX and/or include in their scope. LAWA will provide the Successful Proposer the style guidelines.
65	Is UX (user experience) design (viz. creation of wireframes and visual designs) part of the scope? or will the required wireframes, visual designs for the frontend development be provided by AFI?	The vendor should propose the design and UX and/or include in their scope.
66	What are the existing data sources that can tapped into for Marketing solution?	LAWA has ridership data of the FlyAway. LAWA does not have rider data. LAWA uses Google Analytics to track and evaluate marketing campaigns.
67	Is LAWA looking for the User Interface Application Technology to be offered in alternate languages? If so, which are the desired languages?	LAWA intends an ease of passenger access to information. Languages include English, Spanish, Chinese and Tagalog. Ideally, most language translations can handle any language without limit. LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
68	Is there a preference for local language for user research and stakeholder interviews/ interactions?	LAWA intends an ease of passenger access to information. Languages include English, Spanish, Chinese and Tagalog. Ideally, most language translations can handle any language without limit. LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
69	Pls provide the list of languages that app needs to support	LAWA intends an ease of passenger access to information. Languages include English, Spanish, Chinese and Tagalog. Ideally, most language translations can handle any language without limit. LAWA is seeking a Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives and submit their best proposal.
70	Can LAWA provide the approximate number of records that are currently housed within the existing technology systems that support current FlyAway operations (tip planning, ticketing, etc.)	The LDR currently has approximately 22K rows of stored data. LAWA receives one record for every scheduled trip.
71	Does LAWA expect the vendor to convert data from the existing systems into the new vendor-proposed platform?	LAWA does not expect historical data to be migrated into the new system.
72	Can LAWA provide details on the existing databases that support the current FlyAway technologies?	LAWA has no insight on the technology used by the current provider. LAWA currently receives daily reports with the granularity of one row per scheduled trip which is ETL to the LDR.
73	How far back would LAWA like to be able to look when reviewing historical data?	Data should include all data from start of this agreement. Additional historical data will be provided by LAWA in excel/csv format.

Question #	Question	Answer
74	Will integration be a requirement? If so, what platform is LAWA's "Data & Analytics Center of Excellence platform for Data Management Solution" built upon and is the expectation that LAWA will work with adapting to whatever interface is provided by the successful proposer?	The LAWA Data Repository can accommodate most IT industry standard for automated data transfer, however, provider provided REST API is preferred.
75	Would LAWA be in a position to provide the successful proposer with API access to LAX's flight tracking technology?	Yes, with limitations to frequency of requests.
76	Does LAWA seek to do analysis in this supplier-provided enthronelement or their Power BI environment? Is the intention to use both reporting environments and if so how will each be used specifically?	Analysis will be done through both the supplier-provided data and LAWA's data system (PowerBi).
77	Does LAWA have a preferred platform for data analytics and dashboards? Can LAWA provide the current technology that supports analytics, reporting etc. for FlyAway?	LAWA does not restrict the Successful Proposer from providing their own self-contained solution, however, a mechanism must be provided that any data such as, GTFS-RT, can be consumed/ETL into the LAWA Data Repository (LDR). If the vendor chooses to use Power BI, they must deploy the reports on LAWA's Power BI Premium tenant. (Also see #87)
78	Please elaborate on approved user authentication <i>in Exhibit A-I.F.</i>	Please see Exhibit H.
79	Does the proposed system need to be integrated to any CRM system or any other supporting system in place? If yes, please provide details of those systems.	No, LAWA does not have a CRM system.
80	Does LAWA has any service standards in its mind to implement via the proposed solution such as Average Wait-time and SLAs such as Maximum Wait-time etc.	LAWA will develop with the Successful Proposer based on Exhibit A Sec I.I and Exhibit K.
81	Are there specific KPIs / metrics that LAWA is seeking for usage of the Customer User Application or is this to the successful proposer's discretion?	LAWA will develop with the Successful Proposer based on Exhibit A Sec I.I and Exhibit K.
82	Any quantitative objectives/goals LAWA has in mind towards achieving efficient connections to LAX such as reduction in vehicle miles traveled etc.	LAWA will develop with the Successful Proposer based on Exhibit A Sec I.I and Exhibit K.
83	The RFP states that the client-facing solution shall report on the key performance indicators (KPIs) on a recurring basis without additional costs whether provided daily, weekly, monthly or as appropriate. Who is responsible for the monitoring/reporting of KPI compliance? Is there an existing RACI matrix that could be shared?	The Successful Proposer will provide recurring reports. LAWA will validate, monitor and work with Successful Proposer to address the required elements, goals and objectives.
84	What is the threshold for a "late" trip?	LAWA will develop with the Successful Proposer.

Question #	Question	Answer
85	Is there anything currently in the works at LAWA that we should consider as we craft our proposed solution? Will LAWA reimburse the successful proposer for any significant changes or enhancements requested by LAWA to support additional standards?	LAWA has significant capital projects underway. For details please see information on LAWA.org. LAWA will team with Successful Proposer to address unanticipated changes.
86	Can you provide Exhibit K?	See Addendum No 1 - Attachment B.
87	Can we have more details around LAWA's Data & Analytics Center of Excellence platform for Data Management Solution?	Data is piped/ETL into the LAWA Data Repository (LDR) where it can be consumed for analytics. Currently our data visualization platform is Power BI Premium. (Also see #77)
88	Please expand on the standards established by the Open Mobility Foundation.	Full specification can be found here. https://www.openmobilityfoundation.org/about-mds/ Due to the overlap of data elements, full implementation of GTFS-RT should meet this requirement.
89	Please provide more details on LAWA's implementation of the Mobility Data Specification (MDS)	LAWA's Implementation of Mobility Data Specification is part of a larger effort to manage commercial traffic in the CTA and LAWA facilities. Once implemented FlyAway data will feed into LAWAs MDS system and may receive return APIs.
90	What are the current data standards of LAWA that the proposed platform needs to adhere to?	At minimal GTFS-RT and IT Security Requirements per the Exhibit H.
91	Please provide the number of vehicles used at peak time for each of the services contemplated by the RFP. If this information is available by day of week, please provide it in that format.	Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data. LAWA is seeking the successful proposer to reimagine, innovate and deliver FlyAway services to address the required elements, goals and objectives.
92	What is the volume of transactions (ticket purchases, exchanges, redemptions) currently per day on average for the two existing routes?	See Addendum 1 - Attachment A: Additional FlyAway Data.
93	Can LAWA provide historic data of delays on each route by the hour?	No. Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.
94	Please provide liquidated damages (and what categories those damages were assessed to) for each month over the full year prior to COVID reduction of service that were charged to the provider.	LAWA is seeking an innovative partner to deliver the required elements, goals and objectives. The vision for the future of FlyAway service is not incorporated within the previous contract operations. Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.
95	Please provide a clear breakdown of current budget	Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.

Question #	Question	Answer
96	What are the current rates paid to the current provider(s) for all components of pricing)?	LAWA is seeking an innovative partner to deliver the required elements, goals and objectives. The vision for the future of FlyAway service is not incorporated within the previous contract operations. Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.
97	What was the total amount paid to the incumbent provider(s) for the last two fiscal years (by year)?	LAWA is seeking an innovative partner to deliver the required elements, goals and objectives. The vision for the future of FlyAway service is not incorporated within the previous contract operations. Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.
98	Please provide a copy of the current contract for each incumbent provider for these services.	LAWA is seeking an innovative partner to deliver the required elements, goals and objectives. The vision for the future of FlyAway service is not incorporated within the previous contract operations. Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.
99	Is the current provider meeting the DBE goals for this contract? Who are the current DBE vendors on the contract?	LAWA is seeking an innovative partner to deliver the required elements, goals and objectives. The vision for the future of FlyAway service is not incorporated within the previous contract operations. Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.
100	If the provider is responsible for all taxes, permits and licenses, will LAWA please provide the last two years cost associated with such expenses?	LAWA is seeking an innovative partner to deliver the required elements, goals and objectives. The vision for the future of FlyAway service is not incorporated within the previous contract operations. Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.
101	Can LAWA provide the incumbent's organizational chart supporting normal operations prior to disruption of services due to COVID-19?	LAWA is seeking an innovative partner to deliver the required elements, goals and objectives. The vision for the future of FlyAway service is not incorporated within the previous contract operations. Available historical data is provided in Addendum 1 - Attachment A: Additional FlyAway Data.
102	Can you please provide travel time and approximate mile for the service routes?	See Addendum 1 - Attachment A: Additional FlyAway Data.
103	What are the average miles per route per year?	See Addendum 1 - Attachment A: Additional FlyAway Data.
104	What type of fare collection software do you currently use?	The current operator has an independent fare collection system.

Question #	Question	Answer
105	Are the current systems that support FlyAway hosted in the cloud? If so, with which cloud provider? Or are the systems hosted on-premise?	Current ticketing system is hosted and controlled by the current operator.
106	Who is the incumbent provider?	The incumbent provider is Coach USA/Pacific Coast Sightseeing Tours.
107	What are the annual revenue hours?	See Addendum 1 - Attachment A: Additional FlyAway Data.
108	Please provide the most recent operating schedule.	See Exhibit D1 and D2.
109	Is there any existing user experience research data available?	No.
110	What is expected frequency of marketing engagement (one time only, annual, etc.)?	This service requires a constant presence in the market to ensure high ridership. Campaigns should occur throughout the year and length of the contract, but can be pulsed to focus on key high-volume seasons. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
111	The RFP states, "Targeted Digital Marketing: Based on the customer insights and targeted marketing approach, the Successful Proposer shall use their technology platform – and integrations with other digital portals – to promote the FlyAway® service." What would be some examples of other digital portals not related to the application created?	Examples include but are not limited to Instagram, Twitter, Facebook, etc.
112	Will LAWA furnish a panel of LAX passengers and employees or is this the responsibility of the successful proposer?	LAWA is seeking Successful Proposer to collect appropriate rider data to facilitate and develop a plan.
113	Who sets the budget for targeted digital marketing ad placements? Will LAWA reimburse the successful proposer directly for such fees?	LAWA seeks a qualified partner to reimagine, innovate, and deliver FlyAway® service. The Proposer should have the capability and resources to enhance awareness of the FlyAway service. (See Exhibit A H.2.a). Proposers should provide their best solution and cost to address the required elements, goals and objectives.
114	Do you have a Design System in place that we can use for the prototype, alternatively do you have branding guidelines that we can reference for the design?	No. LAWA has an official style guide that the branding of the service will need to fit into that will be provided to the Successful Proposer.
115	Are there any preferred platforms for Digital Marketing/commerce etc. or this can be proposed?	Proposers should provide their best solution and cost to address the required elements, goals and objectives.
116	Can you share more insights on the current marketing ecosystem along with the technology stack?	For Technology Stack: LAWA Public website employs SiteCore on .net on Azure. LAWA's current preferred cloud structure is AWS.
117	Is there any Customer Data Platform in place for 360 Degree view of the customer? Can we use the existing platform for marketing and campaigns and personalization?	LAWA does not have a 360-degree view of the FlyAway customer.

Question #	Question	Answer
118	What are the key KPI's being measured as part of the current campaigns running?	We do not have any current campaigns.
119	Could you please outline the approximate number of campaigns and duration for each of them in a year?	We do not have any current campaigns.
120	What communication material/content that are included in scope? Is it just written copy or is it images, video, audio files?	LAWA seeks a qualified partner to reimagine, innovate, and deliver FlyAway® service. The Proposer should develop a marketing and communications budget for promotion of the service and have the capability and resources to enhance awareness of the FlyAway service. (See Exhibit A H.2.a). Proposers should provide their best solution and cost to address the required elements, goals and objectives.
121	If audio video or photos are required will the production be budgeted for separately?	LAWA seeks a qualified partner to reimagine, innovate, and deliver FlyAway® service. The Proposer should have the capability and resources to enhance awareness of the FlyAway service. (See Exhibit A H.2.a). Proposers should provide their best solution and cost to address the required elements, goals and objectives.
122	Do you already have stock photo, video and type assets that can be reused?	LAWA has limited stock photos and with a new updated design will need new photo and video created.
123	If we need to purchase or license imagery and type assets will they be included as a separate cost or expense?	LAWA seeks a qualified partner to reimagine, innovate, and deliver FlyAway® service. The Proposer should have the capability and resources to enhance awareness of the FlyAway service. (See Exhibit A H.2.a). Proposers should provide their best solution and cost to address the required elements, goals and objectives.
124	We are keen to know whether the content already exists within LAWA in previous collateral, or whether it must be created from scratch, or a mix of both?	LAWA does not have a library of FlyAway marketing content. The marketing and branding of the service will need to be re-imagined and new content created for it.
125	Will LAWA SMEs be supporting the final review of the content to make sure it meets compliance and other standards?	Yes.
126	Are there existing tone of voice and style guidelines for the content or will we create those?	LAWA has an official style guide that the branding of the service will need to fit into that will be provided to the Successful Proposer.
127	Is there guidance on the volume of content that will be created for launch?	LAWA will team with the Successful Proposer in developing the new brand and the marketing strategy.
128	Is there guidance on the plan to continually update, refresh and improve content post launch? Should this be included in the proposal?	The Proposal should include on-going marketing strategy that will continually target new potential markets and that will be updated regularly to stay fresh or to meet with the current events such as holidays, city-wide special events, etc. Proposers should provide their best solution and cost to address the required elements, goals and objectives.

Question #	Question	Answer
129	Who will own the advertising created?	LAWA.
130	Content location: Where and in what format is the content relevant for LAWA Digital marketing stored today?	None exists.
131	Will office space be provided to the incumbent service provider?	Office space of 271 sf and 402 sf for break room will be provided to the provider at the Van Nuys facility. Ticket booths for ticket staff are at both Union Station and Van Nuys. Successful Proposer is responsible for acquiring appropriate space for administration, fleet storage and maintenance.
132	Does the incumbent currently utilize a customer service agent? Can you share where and how you sell tickets?	Current operations include two in-person ticket sales locations at Van Nuys and Union Station. On-line ticketing is also available. In addition, self-service kiosks are available at Van Nuys.
133	The RFP states that the Successful Proposer shall provide a FlyAway® booking platform, both online and in-person (at LAX and relevant terminus stations for fixed-route). By in-person, does this mean that the booking platform be provided at the two existing physical kiosks, or are there additional in-person locations required?	The two existing in-person locations should be included. No additional in-person locations are required.
134	Can LAWA provide a timeline on the return of the Hollywood and Long Beach routes?	LAWA does not have a timeline for the return of the Long Beach or Hollywood Routes.
135	Is there any expectation from LAWA to maintain a fixed fleet plan at route level (or ok to have a common pool of fleet managed across routes including newly introduced routes in the future)	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to improve operations. Fleet size and mix will be defined by proposers and must be responsive to passenger demand. LAWA is not defining the fleet mix or operational use. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
136	If the cost of having the additional capital investment for smaller vehicles just for use during non-peak times is higher than, does LAWA still require a smaller bus alternative for non-peak times?	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to improve operations. Fleet size and mix will be defined by proposers and must be responsive to passenger demand. LAWA is not defining the fleet mix or operational use. Proposers should provide their best solution and cost to address the required elements, goals and objectives.

Question #	Question	Answer
137	Latest generation is vague. Are there specific requirements for the GPS vehicle tracking system other than what has been explicitly stated within the RFP package?	LAWA is seeking technical components to be robust and advanced enough to provide full data acquisition and transmission to meet the real time (timely) KPI tracking. Systems (hardware and software) should be highly functioning throughout the term of the contract. Successful Proposer will balance customer service while optimizing operations. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
138	We understand direct to mean "one seat rides." How important is expanding the destinations with one seat rides to LAWA? If this comes at the cost of increased vehicle traffic on the CTA and surrounding roadway network is that acceptable?	LAWA is seeking the successful proposer to reimagine, innovate and deliver FlyAway service. See Exhibit A Section I.I Service Analytics and New Market Development.
139	Is audio recording required?	Audio recording is not required for the Video Security System
140	Are there any requirements for the number of cameras and their specific placement on the interior or exterior?	Locations of cameras interior and exterior should focus on entrance, passenger area and driver.
141	Are there any requirements to support real-time viewing?	No.
142	Can the Nextgen Flyaway Services solution will get intelligence like commute time within CTA (Central Terminus Area) based on various constructions programs happening at Landside area? Any existing solution is there?	The new app should consider real time traffic to better serve its guests in offering real time arrival times. LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
143	Towards improving passenger experience and improving operational efficiency, we visualize a mobile/tablet kind of application for the shuttle drivers with various features Does LAWA is foresee such need?	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
144	Are there charging stations at the facility?	No.
145	Will bus parking be permitted on airport property?	The FlyAway fleet has space available to layover before the next service at the LAX holding lot. In addition, hold over space is available at Van Nuys. Bus parking is not available.

Question #	Question	Answer
146	Per RFP 2.1.5.2.B.1 we understand that LAWA desires the successful proposer to optimize operations to meet demand. Changing departure times and / or adjusting headways are effective ways to meet this goal; however, we feel this runs counter to notion of communicating a "regular, consistent service, and schedule." Please clarify LAWA's intentions.	LAWA is seeking the successful proposer to reimagine, innovate and deliver FlyAway service. Successful Proposer will balance regular consistent service and schedule while incorporating creative and innovative methods to optimize operations. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
147	Does LAWA want stats about percentage of vehicle capacity available or actual number of seats available? How accurate does this need to be? For instance, in the case of a wheelchair passenger being onboard does availability data need to reflect any standard seats rendered unusable due to a wheelchair being in the securement area?	LAWA is looking for the best most accurate data collection to optimize operations.
148	Is it LAWA's intention for passengers to be notified of specific incidents/accidents or just updated real time passenger information (RTPI) / forecasting data? We prefer the latter.	LAWA is seeking a customer focused solution to provide customers with data needed to be confident of service times, improved guest experience and optimize operations.
149	Will LAWA entertain alternate methods of passenger counting that do not rely on bespoke APC passenger counting hardware so long as they meet the stated requirements for data accuracy and speed?	Proposers should provide their best solution and cost to address the required elements, goals and objectives.
150	Please elaborate on related information to be included with passenger counts.	For example - Passenger onboard and deboard location, fare type, ADA, etc.
151	Is it LAWA's intent to keep the current schedules?	LAWA expects to maintain a 24/7 operation for the Union Station and Van Nuys routes. Current schedules are provided for reference. LAWA is seeking innovative solutions to provide the FlyAway service and is open to different schedules that meet the goals and objectives.
152	Can you provide details on the current vehicle fleet?	See Addendum 1 - Attachment A: Additional FlyAway Data.
153.1	Are we allowed to propose biodiesel fuel for the motor coaches?	Vehicles must comply with the LAWA Alternative Fuel Program. LAWA is seeking the least-polluting available vehicle. Please see Exhibit C for additional information including the LAX Alternative Fuel Vehicle Requirement Contact.
153.2	Can LAWA provide a list of approved LEV III emissions vehicles?	Vehicles must comply with the LAWA Alternative Fuel Program. LAWA is seeking the least-polluting available vehicle. Please see Exhibit C for additional information including the LAX Alternative Fuel Vehicle Requirement Contact.
153.3	Please Clarify the type of fuel allowed for this contract. Is propane considered an alternative fuel?	Vehicles must comply with the LAWA Alternative Fuel Program. LAWA is seeking the least-polluting available vehicle. Please see Exhibit C for additional information including the LAX Alternative Fuel Vehicle Requirement Contact.

Question #	Question	Answer
154	Is there a space (square foot) requirement for the coach bus?	No
155	Does LAWA have any guidance on number and sizes of monitors or is this left to the successful proposer's discretion?	Proposers should provide their best solution and cost to address the required elements, goals and objectives.
156	What is meant by "basic" internet access?	LAWA is to allow web browsers as basic application to access Internet resources. Basic access must adhere to LAWA's terms and conditions for acceptable Internet and access usage.
157	Will LAWA entertain making mobile data a reimbursable expense?	All mobile data usage or plan must be included in the proposer's cost. However, LAWA will entertain proposal for revenue sharing program opportunities such as passengers paying for faster Internet connection or increase data usage plans.
158	Please expand. Is it LAWA's intention to administer the Wi-Fi system? What are examples of the desired remote management functions?	LAWA has no intention to administer the Wi-Fi system for connected commuters inside the FlyAway vehicles.
159	What content does LAWA envision presenting on the monitors and is LAWA or the successful proposer responsible for related costs (e.g. production, licensing, etc.) of content?	Content will be provided by LAWA.
160	Will the recording be provided in addition to the slides? Or will just the slides be provided?	The recording will not be provided. The slides are be available on LABAVN.
161	Will the attendee list be provided?	The attendee list was posted to LABAVN.
162	We have hard time finding someone who does User Interface Application, do you have a list of companies/developers who does that?	Thank you for your question regarding the FlyAway RFP. The Virtual Networking Opportunity submission deadline is today at 2:00 pm PDT. After the conclusion of this deadline and LAWA review, the list of companies will be available on LABAVN.
163	Please provide pricing forms 2A, 2B and 2D, preferably in an Excel format, if possible.	Excel forms uploaded on September 9, 2021 to LABAVN.
164	Similarly, is there an example form we can reference for Form D?	Form 2D has been uploaded on September 9, 2021 to LABAVN.
165	Resumes of Proposer/Proposal Team key personnel may be provided as an appendix, including team members who are expected to deliver different components of the required scope of work. Do the appendices count toward the 75-page package limit here?	Resumes should be added in an appendix (see RFP Sec 2.1)
166	Regarding proposed cost of services, for Form 2A and 2B, is there a page limit/preference on level of detail for these forms? Similarly to Form 1 provided, is there an example form for Forms 2A, 2B?	Page limits do not apply to the forms.

Question #	Question	Answer
167	The latest RFP seems to be re-written in a way that showcases more the use of ticketing technology. But there is still a focus on a single Prime that needs to assemble a team that covers Technology, Marketing and Operations. As a company that is not an Operator of Transit/Transportation, would it be accurate that we cannot propose directly to LAWA its ticketing technology? Meaning, our company would have to either 1. be part of a team, us providing the ticketing tech component to a Prime, or 2. our company would have to be the Prime and assemble/coordinate with a Bus Operator capable of this scale + a Marketing service.	The Successful Proposer must be able to deliver the entire scope of work. Please see RFP Section 1.5 - LAWA does not intend to limit the type of entity that may propose. LAWA goal is to award an Agreement to a qualified and experienced Proposer ('Successful Proposer') with a proven track record to reimagine, innovate, and deliver FlyAway® service.
168	LAWA is requesting a lot of information related to the CUSTOMER-CENTRIC TECHNOLOGY AND ANALYTICS CAPABILITIES and MANAGEMENT AND OPERATION OF FIXED ROUTE, SCHEDULED SHUTTLE SERVICES sections. LAWA has limited the page count for these section to 25 pages each. We request that the page limit be increased to 50 pages each in order to be able to adequately respond to these sections.	No. Proposers should be succinct in their proposal response while providing sufficient information to convey their proposed approach.
169	Please clarify that proposers are not required to provide staffing plan for Hollywood and Long Beach services. provide the corrected form.	Proposers are not required to provide staffing plans for Hollywood nor Long Beach.
170	How will LAWA evaluation team weigh the difference between seated capacity, luggage capacity, operating range and LEV of the various fleet offered by proposers?	LAWA will be evaluating the Proposers methodology and approach and capabilities to effectively address the goals and objectives. See RFP Section 2.2.6.

Question #	Question	Answer
171	<p>On page 6, section B1 of the main RFP document, the RFP indicates this requirement: "1. Deliver customer-centric technology and analytics capabilities for demand-responsive operations." Below is a general definition of demand responsive. Would it be accurate to say LAWA wants ticketing, marketing, and a Bus operator that supports both 1- the demand responsive (as generally defined below) model and 2- the current fixed route model?</p> <p>A "demand response system" is one where passenger trips are generated from passengers or their agents to the transit operator, who then dispatches a vehicle to pick the passengers up and transport them to their destinations. The operation is characterized by the following:</p> <ul style="list-style-type: none"> a. The vehicles do not operate over a fixed route or on a fixed schedule except, perhaps, on a temporary basis to satisfy a special need. b. Typically, the vehicle may be dispatched to pick up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted en route to these destinations to pick up other passengers. 	<p>The definition provided in this question is not LAWAs and does not align with the RFP and Detailed Scope of Services (Exhibit A).</p> <p>LAWAs priority is to first improve the customer experience in a cost-effective manner on currently operated service. LAWAs is seeking a qualified and experienced Proposer ('Successful Proposer') with a proven track record to reimagine, innovate, and deliver FlyAway® service. The Successful Proposer should have the capability to assess performance and optimize existing operations to deliver a FlyAway service that is responsive to customer demand.</p> <p>As demand grows and resources permit, LAWA will collaborate with the Successful Proposer to increase ridership by adding new service, which may include additional fixed-routes or other innovative service models (e.g. on-demand service).</p>
172	Does LAWA is flexible to consider First and Last mile connections as part of its transportation services reimagination?	LAWA is open to consideration of the First and Last mile connections. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
173	Are there any Fare control and governance compliance/guidance needs to be referred while recommending Fare programs?	Fares will be approved by BOAC or by designee to the CEO.
174	Is an approval workflow required to be built as part of the bi-annual fare revision proposals and approval process? Please advise.	Fares will be approved by BOAC or by designee to the CEO.
175	Can LAWA elaborate more on its vision on the Loyalty program pertinent to LAWA FlyAway Services? Do they have an overarching Loyalty program already?	LAWA currently does not have a loyalty program. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
176	Is there a customer loyalty program that LAWA currently runs? If yes, please provide technical and program details for the same.	LAWA does not currently have a loyalty program.
177	What are the current customer-facing travel information and booking channels available?	Currently, the FlyAway operator has a direct ticketing website and ticket agents at each operating location managed by the existing operator. Other fare options include: booking through Metrolink's ticket vending machine, their app, and their website and using Metro's TAP card to ride (either stored value or EZ Pass).

Question #	Question	Answer
178	How does LAWA view the next generation FlyAway services will differentiate between Passengers and Employees (any discount or special fare programs require for Employees)	Currently, employees of LAX have access to a discounted monthly pass that they can purchase through LAWA RideShare and our FlyAway ticket counters. LAWA would like to maintain that employee pass program or something similar. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
179	Would these be offered as additional special offerings alongside the regular non-promotional fares, or would the regular fares temporarily be replaced by the special promotional fares?	LAWA is seeking a solution to showcase and address customer service options and incorporate various promotions. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
180	In Exhibit A.I.D.2 "In addition, to the greatest extent practicable, all services that are offered online must be accessible to people with sensory disabilities and those with limited English proficiency or individuals with limited online proficiency. " Please confirm whether this statement relates specifically to "online" (i.e. web-based) customer touchpoints to the User Interface Application Technology or more broadly to any digital touchpoint.	Online refers to any digital touch point.
181	Is it ever acceptable to tell passengers seeking a reservation that FlyAway is at capacity or "sold out" at a particular time and unable to accommodate additional riders on a reserved basis?	LAWA is seeking a customer focused solution. Successful Proposer should present a solution to the situation.
182	Is providing self-service kiosks a firm requirement or does the successful proposer have some discretion to make alternate recommendations?	Proposer should make appropriate recommendations to make tickets easily available to all potential guest regardless of their technology access.
183	Does the successful proposer have discretion to decide the payment methods and products best suited to unattended self-service kiosks?	Yes. LAWA will review and approve.
184	At the moment FlyAway passengers can use stored value from the TAP card to pay the fare. We understand loading FlyAway "Fare Product" to TAP is a new option. 1) Will LAWA coordinate with LA Metro to set this up? 2) What would the timing be? 3) How does this align with some of LAWA's intentions around variable pricing for demand management?	LAWA will coordinate actions regarding Metro products with the Successful Proposer.
185	While not explicitly stated in the new version of the RFP should proposers assume that EZ Transit Pass is within the scope of accepted forms of payment? If so, is there a desire / need to separately capture and record senior vs standard EZ Transit Pass holders?	LAWA intends for EZ Transit Pass to be an accepted form of payment. LAWA desires to maximize data capture of FlyAway users through all payment methods. LAWA will coordinate actions regarding Metro products with the Successful Proposer.
186	Would the successful proposer be responsible for any up front or ongoing costs related to installation, use and upkeep of the Bus Mobile Validators (BMVs)? If so, please explain.	Successful Proposer will be required to assist in upkeep of BMVs. Installation and use costs are a pass-through expense.
187	Are there specific airlines that have been identified through which LAWA seeks to sell FlyAway tickets? Please detail.	LAWA is seeking a successful Proposer with the capabilities to evaluate and incorporate new and creative offerings through third party entities. LAWA has not identified any specific entities.

Question #	Question	Answer
188	Are there specific corporate travel systems that have been identified through which LAWA seeks to sell FlyAway tickets? Please detail.	LAWA is seeking a successful Proposer with the capabilities to evaluate and incorporate new and creative offerings through third party entities. LAWA has not identified any specific entities.
189	Are there specific regional transportation providers that have been identified through which LAWA seeks to sell FlyAway tickets? Please detail.	LAWA is seeking a successful Proposer with the capabilities to evaluate and incorporate new and creative offerings through third party entities. LAWA has not identified any specific entities.
190	Are there specific travel agents or websites that have been identified through which LAWA seeks to sell FlyAway tickets? Please detail.	LAWA is seeking a successful Proposer with the capabilities to evaluate and incorporate new and creative offerings through third party entities. LAWA has not identified any specific entities.
191	Are there specific hotels that have been identified through which LAWA seeks to sell FlyAway tickets? Please detail.	LAWA is seeking a successful Proposer with the capabilities to evaluate and incorporate new and creative offerings through third party entities. LAWA has not identified any specific entities.
192	Can you offer any specific guidance on how payments are to be handled? Would LAWA envision a prepaid environment or extending credit terms to the resellers?	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
193	Does this include the optional ability to make "reservations?"	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
194	Who will be responsible for on-boarding resellers (e.g. contractual negotiations, reseller agreements, etc.) and, where applicable, servicing them (e.g. managing collections)?	LAWA is seeking a successful Proposer to evaluate and incorporate new and creative offerings to address the required elements, goals and objectives. Proposers should provide their best solution and cost to address the required elements, goals and objectives.
195	Is there a plan to continue the current online offering of FlyAway and develop it in sync with what is being proposed to be developed as a platform?	LAWA will coordinate a plan for the transition and implementation with the Successful Proposer.
196	Can there be a phased transition starting in May 2022, with selected vendor possibly taking over current operations and systems, with a phased approach to introduce the technology components along a defined timeline?	LAWA will coordinate a plan for the transition and implementation with the Successful Proposer.
197	Can you pls share the overall roadmap for this transformation. We understand the program is starting in May-22, Are there milestones planned by LAWA for each of the solution elements?	LAWA will be working with the Successful Proposer to develop a transition and implementation plan.

Question #	Question	Answer
198	The RFP contains many forward-looking technology scope items whose features and functionality may evolve during the initial stages of development and deployment. Can the vendors specify as part of the proposal different options, that the plans for these features and functionality will be determined at a later date?	<p>The Proposal should demonstrate the implementation plan to address the required elements, goals and objectives. LAWAs priority is to first improve the customer experience in a cost-effective manner on currently operated service. Proposers should provide their best solution and cost to address the required elements, goals and objectives.</p> <p>The Successful Proposer will be a partner with LAWA in the on-going development and implementation to further the FlyAway Service Goals and Objectives.</p>
199	We would like to hire as many of the employees that make up the current workforce as possible, so it is important to us to ensure they make at least as much as they do now. Please provide a current seniority list (names can be stricken to protect privacy – perhaps just list position name and number, such as Driver 1, Dispatcher 1, Dispatcher 2, etc.) along with seniority date. Please also indicate if these positions are full time or part time and provide the current rate of pay.	LAWA will coordinate a plan for the transition and implementation with the Successful Proposer.
200	Are current employees part of a labor union? If they are, please indicate for which service, as well as copies of the current collective bargaining agreement, any TA agreements, side letters or other documentation that indicates the current agreement parameters with the incumbent provider.	LAWA will coordinate a plan for the transition and implementation with the Successful Proposer.
201	Please provide contact information for local union representatives that currently represent employees.	LAWA will coordinate a plan for the transition and implementation with the Successful Proposer.
202	Please provide all bidders with information regarding the current wages for all employees involved in the current contract. This information should include details regarding all benefits for the current employees.	LAWA will coordinate a plan for the transition and implementation with the Successful Proposer.
203	To ensure no current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for these employees. Please include specific information such as a rate sheet, regarding co-pays, dependent coverage and amount of premium to be paid by the employer.	LAWA will coordinate a plan for the transition and implementation with the Successful Proposer.
204	What does LAWA envision as the MVP available in May 2022	LAWA will coordinate a plan for the transition and implementation with the Successful Proposer.
205	Do you have a standard form of acknowledge receipt of all addenda? Or we need to create one?	Addendum 1 has an acknowledgement form.

ADDITIONAL FLYAWAY DATA

Data provided may be unaudited. Data is representative of the historical operations of the FlyAway service during active operation.

CY 2019 - REVENUE AND OPERATING EXPENSE						
ROUTE	RIDER FARE	RIDERSHIP	REVENUE	OPERATING EXPENSE	NET INCOME/(LOSS)	NET INCOME/(LOSS) PER PASSENGER
Van Nuys*	\$9.75	1,175,468	10,172,386	6,758,058	3,414,328	\$ 2.90
Union Station	\$9.75	634,783	5,257,905	4,332,906	924,999	\$ 1.46
Westwood**	\$10.00	12,798	71,411	472,976	(401,565)	\$ (31.38)
Hollywood	\$8.00	118,809	595,718	1,818,370	(1,222,652)	\$ (10.29)
Long Beach	\$9.00	43,021	698,238	1,525,010	(826,772)	\$ (19.22)
TOTAL		1,984,879	16,795,658	14,907,320	1,888,338	\$ 0.95

*includes Orange Line data; Orange Line ceased operations on January 31, 2019.

**Westwood ceased operations on June 30, 2019.

CY 2020 - REVENUE AND OPERATING EXPENSE						
ROUTE	RIDER FARE	RIDERSHIP	REVENUE	OPERATING EXPENSE	NET INCOME/(LOSS)	NET INCOME/(LOSS) PER PASSENGER
Van Nuys	\$9.75	400,837	3,190,453	5,877,587	(2,687,134)	\$ (6.70)
Union Station	\$9.75	199,770	4,596,326	4,063,004	533,322	\$ 2.67
Hollywood***	\$8.00	23,773	116,636	450,404	(333,768)	\$ (14.04)
Long Beach***	\$9.00	9,897	121,865	391,271	(269,406)	\$ (27.22)
TOTAL		634,277	8,025,280	10,782,267	(2,756,987)	\$ (4.35)

***Hollywood and Long Beach ceased operations on March 27, 2020.

CY 2021 - REVENUE AND OPERATING EXPENSE						
ROUTE	RIDER FARE	RIDERSHIP	REVENUE	OPERATING EXPENSE	NET INCOME/(LOSS)	NET INCOME/(LOSS) PER PASSENGER
Van Nuys****	\$9.75	325,134	2,786,599	3,572,307	(785,708)	\$ (2.42)
Union Station****	\$9.75	126,306	986,158	2,334,142	(1,347,984)	\$ (10.67)
TOTAL		451,440	3,772,757	5,906,449	(2,133,692)	\$ (4.73)

****Data represented is from January 1, 2021 through July 31, 2021.

CY 2019 - RIDERSHIP			
ROUTE	FREE RIDERS	TOTAL RIDERS	% FREE RIDERS
Van Nuys*	16,021	1,175,468	1.4%
Union Station	12,631	634,783	2.0%
Westwood**	34	12,798	0.3%
Hollywood	126	118,809	0.1%
Long Beach	514	43,021	1.2%
TOTAL	29,326	1,984,879	1.5%

*includes Orange Line data; Orange Line ceased operations on January 31, 2019.

**Westwood ceased operations on June 30, 2019.

CY 2020 - RIDERSHIP			
ROUTE	FREE RIDERS	TOTAL RIDERS	% FREE RIDERS
Van Nuys	3,819	400,837	1.0%
Union Station	2,141	199,770	1.1%
Hollywood***	128	23,773	0.5%
Long Beach***	47	9,897	0.5%
TOTAL	6,135	634,277	1.0%

***Hollywood and Long Beach ceased operations on March 27, 2020.

CY 2021 - RIDERSHIP			
ROUTE	FREE RIDERS	TOTAL RIDERS	% FREE RIDERS
Van Nuys****	4,301	325,134	1.3%
Union Station****	1,844	126,306	1.5%
TOTAL	6,145	451,440	1.4%

****Data represented is from January 1, 2021 through July 31, 2021.

CY 2019 - TRIPS			
ROUTE	TOTAL RIDERSHIP	TOTAL TRIPS	DAILY AVG RIDER PER TRIP
Van Nuys*	1,175,468	46,594	25
Union Station	634,783	32,718	19
Westwood**	12,798	4,746	3
Hollywood	118,809	12,747	9
Long Beach	43,021	12,859	3

*includes Orange Line data; Orange Line ceased operations on January 31, 2019.

**Westwood ceased operations on June 30, 2019.

CY 2020 - TRIPS			
ROUTE	TOTAL RIDERSHIP	TOTAL TRIPS	DAILY AVG RIDER PER TRIP
Van Nuys	400,837	34,758	12
Union Station	199,770	28,650	7
Hollywood***	23,773	2,942	8
Long Beach***	9,897	3,025	3

***Hollywood and Long Beach ceased operations on March 27, 2020.

CY 2021 - TRIPS			
ROUTE	TOTAL RIDERSHIP	TOTAL TRIPS	DAILY AVG RIDER PER TRIP
Van Nuys****	325,134	22,278	15
Union Station****	126,306	15,791	8

****Data represented is from January 1, 2021 through July 31, 2021.

CY 2019 - MILEAGE			
ROUTE	TOTAL TRIPS	TOTAL MILES	AVG MILES PER DAY
Van Nuys*	45,385	1,043,855	2,860
Union Station	32,718	621,642	1,703
Westwood**	4,746	52,206	288
Hollywood	12,747	191,205	524
Long Beach	12,859	282,898	775

*includes Orange Line data; Orange Line ceased operations on January 31, 2019.

**Westwood ceased operations on June 30, 2019.

CY 2020 - MILEAGE			
ROUTE	TOTAL TRIPS	TOTAL MILES	AVG MILES PER DAY
Van Nuys	34,758	799,434	2,190
Union Station	28,650	544,350	1,491
Hollywood***	2,942	44,130	507
Long Beach***	3,025	66,550	765

***Hollywood and Long Beach ceased operations on March 27, 2020.

CY 2021 - MILEAGE			
ROUTE	TOTAL	TOTAL MILES	AVG MILES PER DAY
Van Nuys****	22,278	512,394	2,428
Union Station****	15,791	300,029	1,422

****Data represented is from January 1, 2021 through July 31, 2021.

CY 2019 - OPERATOR SALES & RETURNS				
ROUTE	TOTAL NET SALES	AVG SALES PER DAY	TOTAL RETURNED	AVG RETURNS PER DAY
Van Nuys	847,491	2,322	1,645	5
Union Station	351,158	962	773	2

CY 2020 - OPERATOR SALES & RETURNS				
ROUTE	TOTAL NET SALES	AVG SALES PER DAY	TOTAL RETURNED	AVG RETURNS PER DAY
Van Nuys	250,565	686	568	2
Union Station	103,107	282	268	1

CY 2021 - OPERATOR SALES & RETURNS				
ROUTE	TOTAL NET SALES	AVG SALES PER DAY	TOTAL RETURNED	AVG RETURNS PER DAY
Van Nuys	221,045	1,048	432	2
Union Station	63,906	303	155	1

HISTORICAL FLYAWAY ROUTES			
ROUTE	START DATE	END DATE	DISTANCE
Van Nuys	7/1/1975	N/A	23 mi
Union Station	3/1/2006	N/A	19 mi
Hollywood	9/1/2014	3/27/2020	15 mi
Long Beach	12/1/2015	3/27/2020	22 mi
Westwood	6/1/2007	6/1/2019	11 mi
Orange Line	12/1/2015	1/1/2019	22 mi
Santa Monica	7/1/2014	9/1/2016	9 mi
La Brea	7/1/2013	9/1/2014	11 mi
Irvine	11/1/2009	8/1/2012	49 mi

EXHIBIT K

Service Level and Performance Standards

The key performance indicators (KPIs) listed below are including, but not limited to the KPIs that will be discussed as part of the service level agreement.

- a) Ridership:
 - i) Ridership by stop/route/schedule
 - ii) Ridership by type. (Including: One time, Repeat ridership, Family, Group, or LAWA Employee.)
- b) Demand:
 - i) Load factor
 - ii) Listing of the top origin/destination, location pairs (on-demand service)
- c) Reliability:
 - i) Service delays
 - ii) Late trips
 - iii) Missed trips
 - iv) Travel/Trip Times
 - v) Stop timestamps (arrival/departure)
- d) Safety:
 - i) # accidents
 - ii) # incidents
- e) Cost:
 - i) Net pax cost / cost per passenger
 - ii) Cost per revenue mile
- f) Revenues:
 - i) Customer revenue distribution (fare type, product, geography)
- g) Bookings:
 - i) % sales pre-booked online
 - ii) % sales on app (if applicable)
 - iii) % of sales via TAP
 - iv) Time of booking to service usage
 - v) Trip cancellation rates (for reservations on any service, or bookings on on-demand service)
 - vi) % sales through 3rd parties (airlines, hotels, online travel agency (OTAs)) and partnership agreements (if applicable)
- h) Customer Experience:
 - i) Customer complaints
 - (a) Note ADA specific customer complaints must be annotated.
 - ii) Net promoter score (customer satisfaction)
- i) Operations:
 - i) Revenue miles
 - ii) Non-revenue (deadhead miles)
 - iii) Road calls per/100k miles
- j) Sustainability:
 - i) Reduced vehicle miles traveled (VMT) for employees
 - ii) Reduction in auto trips
 - iii) GHG emissions reduction

ADDENDUM NO. 1

To All Prospective Proposers:

The information provided via this Addendum No.1 shall be incorporated into the Request for Proposals document package as though fully set forth therein.

This Addendum No. 1 provides additional instructions to the Request for Proposals for Operation and Management of LAX FlyAway® Services at LAX released on August 6, 2021 providing the proposers of the request for clarifications and the responses.



Renee Gonzalez Fong, RFP Administrator
Ground Transportation Services
Los Angeles World Airports

September 21, 2021

Date

Proposer Acknowledgement

I acknowledge receipt of Addendum No. 1 for the Request for Proposals for Operation and Management of LAX FlyAway® Service released on August 6, 2021. The Proposal is in accordance with the information, instructions and stipulations set forth in Addendum No. 1.

Signature: _____

Date: _____

Company: _____

Phone: _____

Note: This signed Addendum No. 1 acknowledgement notice must accompany your submitted proposal. The signed notice is to be placed in Section 1, immediately behind the Cover Letter. Failure to include this completed notice may deem your proposal non-responsive.

Item No. 1:

Section 2.2.6 Evaluation and Selection Procedure is revised to remove reference to “2nd Round”:

D. **APPROVAL OF SELECTION AND AWARD OF CONTRACT**

It is the intent of LAWA to conduct contract negotiations with the ~~2nd Round's~~ top ranked Proposer. If the top-ranked Proposer is unable to execute and return a final contract within **15 business days** of the beginning of negotiations with LAWA, LAWA reserves the right to enter into negotiations with the next ranked Proposer.

Item No.2:

Attachment A – Request for Clarification Responses (Q&A)

Attachment B – Additional FlyAway Data

Attachment C – Exhibit K

The foregoing is hereby incorporated into the RFP document package as though fully set forth therein.

ADDENDUM NO. 2

To All Prospective Proposers:

The information provided via this Addendum No.2 shall be incorporated into the Request for Proposals document package as though fully set forth therein.

This Addendum No. 2 revises the Request for Proposals for Operation and Management of LAX FlyAway® Services at LAX released on August 6, 2021.



Renee Gonzalez Fong, RFP Administrator
Ground Transportation Services
Los Angeles World Airports

November 3, 2021

Date

Proposer Acknowledgement

I acknowledge receipt of Addendum No. 2 for the Request for Proposals for Operation and Management of LAX FlyAway® Service released on August 6, 2021. The Proposal is in accordance with the information, instructions and stipulations set forth in Addendum No. 2.

Signature: _____

Date: _____

Company: _____

Phone: _____

Note: This signed Addendum No. 2 acknowledgement notice must accompany your submitted proposal. The signed notice is to be placed in Section 1, immediately behind the Cover Letter. Failure to include this completed notice may deem your proposal non-responsive.

Item No. 1:

Due date is changed to **November 12, 2021, 2:00 PM Pacific Standard Time**

Item No. 2:

Appendix 4.1 Administrative Requirements is revised removing in its entirety the BID/PROPOSAL BOND requirement.

A. Removing in its entirety from Administrative Requirements on page 4

~~3. BID/PROPOSAL BOND~~

~~Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company in the amount of \$200,000.00, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.~~

~~If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.~~

~~Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.~~

~~Attachments:~~

- ~~• Instructions for Bid/Proposal Bond Form~~
- ~~• Bid Bond~~

B. Removing in its entirety from Administrative Requirements Checklist, Item 3 on page 12

~~3. BID/PROPOSAL BOND~~

- ☐ Is the "Instructions for Bid/Proposal Bond Form" completed?

~~Select A, B, or C, as applicable:~~

~~A. Certified Check~~

- ☐ Is the amount of the certified check \$200,000.00?
- ☐ Is the certified check attached to the Instructions form and enclosed in the Packet?

~~B. Cashier's Check~~

- ☐ Is the amount of the cashier's check \$200,000.00?
- ☐ Is the cashier's check attached to the Instructions form and enclosed in the Packet?

~~C. Surety Bond~~

- ☐ Is the amount of the bond \$200,000.00?
- ☐ Is the bond completed and signed by the surety company?
- ☐ If a corporation, is the corporate seal affixed to the bond?
- ☐ Is the surety bond attached to the Instructions form and enclosed in the Packet?

~~Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.~~

C. Removing in its entirety INSTRUCTIONS FOR BID/PROPOSAL BOND FORM

The foregoing is hereby incorporated into the RFP document package as though fully set forth therein.

EXHIBIT D

Contractor's Proposal



Proposal for LOS ANGELES WORLD AIRPORTS (LAWA)

OPERATION AND MANAGEMENT OF LAX FlyAway® SERVICE

BAVN ID: 200703

Submitted to Renee Gonzalez-Fong
RFP Administrator
1 World Way, LA, California 90045
FlyAwayRFP@lawa.org

Submitted by Oleh Kaluzny
VP, Business Development
610-4200 Blvd St-Laurent, Montreal,
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bids@bus.com
9139249 CANADA INC - DBA:
Bus.com

Cover Letter

Bus.com

Oleh Kaluzny
VP of Business Development
(514) 826-6534
oleh@bus.com

Attention

Renee Gonzalez-Fong
RFP Administrator
(855) 463 - 5252
FlyAwayRFP@lawa.org

Nov 12, 2021

Dear Los Angeles World Airports,

We are thrilled to submit our proposal to serve Los Angeles residents with reliable transportation. In a year full of uncertainties, our collective team of Bus.com and TransLoc will ensure a consistently modern and digital experience for Los Angeles World Airports (LAWA). Please find enclosed the proposal for Operations and Management of LAX FlyAway® Service.

We hereby confirm that Oleh Kaluzny, VP of Business Development at Bus.com, is authorized to bind the offeror to a contract with LAWA. **Primary Contact will be Justin Park (justin@bus.com) and secondary contact will be Oleh Kaluzny (oleh@bus.com).**

Bus.com is the largest vetted community of bus operators in North America, enabled by marketplace technology to deliver award-winning private bus services. Bus.com is doing business in the United States and Canada, headquartered at 610-4200 Boulevard Saint Laurent, Montreal, Quebec H2W 2R2, Canada. Bus.com has local offices across North America, including San Francisco.

Corporate Officers	Role at the Board, Title
Maxie Lafleur	Board Director, Chief Executive Officer at Bus.com
Wolf Kohlberg	Board Director, Co-Founder and Advisor at Bus.com
Wassim Karawani	Chief Financial Officer

Please see here (click links) for Bus.com [Articles of Incorporation](#) and [ByLaws](#).

We are equipped with solid funding from venture capital supporting this mobility space. Leading venture capital firms like Autotech Ventures (Lyft, Outdoorsy, SWVL, etc.), Jackson Square Ventures and BMW iVentures have invested in Bus.com, demonstrating our industry credibility.

Our attached proposal includes all the details, but if you need any additional information as you consider your options, please let us know. **We fully acknowledge that we have read and reviewed all addenda posted throughout the bidding process.**

We look forward to working with you as a long-term partner implementing the most innovative airport transit services in North America.

A handwritten signature in blue ink, appearing to read 'Oleh Kaluzny', with a long horizontal flourish extending to the right.

Sincerely,
Oleh Kaluzny
VP of Business Development

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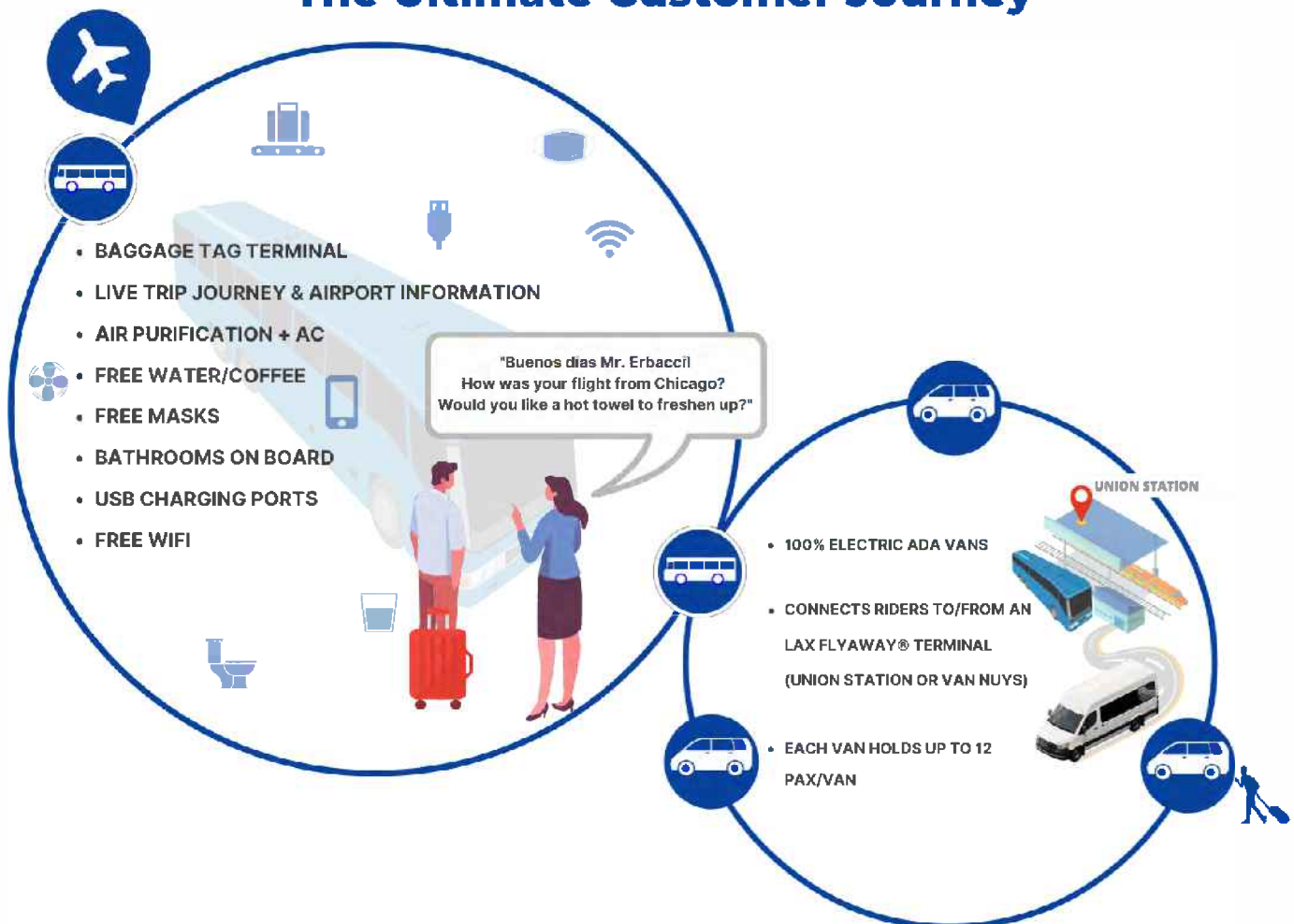
Executive Summary

Bus.com's ultimate goal is to make LAX FlyAway® the most attractive way to get to and from the airport, an internationally renowned service locally cherished by the Angelenos. Our objective is to attract a diverse group of riders who have not considered the service before; taking away significant market share from single-passenger vehicles that are crowding the airport.

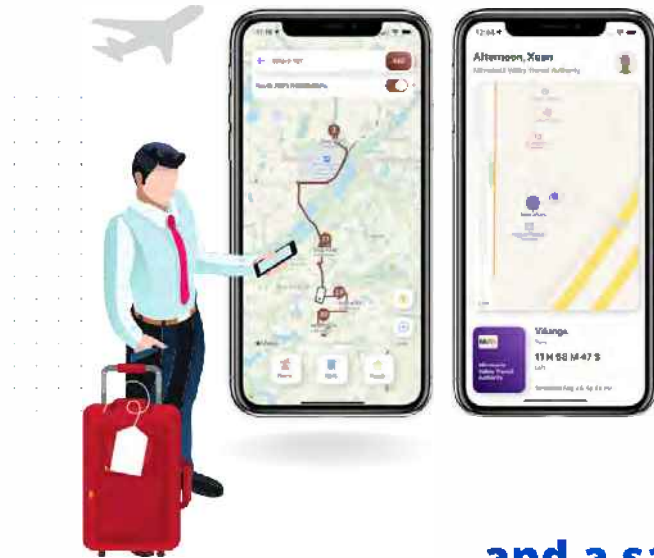
The convenience of booking rideshare has significantly impacted the LAX FlyAway® service, reducing transit locations from ten in 2010 to two today. Our proposed solution will make LAX FlyAway® the most convenient option: time-saving, friction-less, and stress-free. We will work collaboratively with LAWA to restore service levels, develop new routes and connect more neighborhoods in Los Angeles, while ensuring long-term financial viability of the service.

We are a world-class team that specializes in large-scale bus operations, launching On-Demand transit, mobile app development, ticketing, data analysis, customer service and marketing. Under our stewardship, LAWA can be confident that the service will be engaged with LA's diverse communities, inclusive, socially/fiscally responsible and will provide the ultimate customer journey at attractive prices.

The Ultimate Customer Journey



A seamless digital experience...



- ✓ In-app/online booking and payment service
- ✓ Trip planning
- ✓ Real-time vehicle tracking
- ✓ Loyalty program and customer feedback
- ✓ App available in many languages

& lots more!

...and a safe, comfortable journey

Baggage tag terminal
for your peace of
mind

Bathrooms on board



Free water and coffee

Air purification and
AC

Free masks

Sockets, USB charging
ports and free wifi

Complimentary
hot towel



Understanding of the Assignment

A

Promote efficient connections to LAX

Bus.com has outlined our plans in the proposal to tackle each of these challenges by implementing a smooth transition with the highest quality of service standards, as well as building a creative solution to increase ridership in public transit connections to LAX.

We understand that...

This is a complex operation that requires the highest level of coordination and execution. The utmost importance of having a smooth transition from the current Contractor to new operations if Bus.com is selected for the bid.

We are also aware of the worsening congestion in and around LAX and the increasing need to shift airport visitors away from single passenger vehicles to public transit.

B

Provide excellent customer service

Bus.com has carefully crafted a team of technology providers to create the most user-friendly experience for FlyAway customers. We are able to offer diverse yet intuitive ways to pay for your ride, present accurate vehicle and service information real-time, and provide an award winning customer service to every passenger.

We understand that...

Every customer is unique, especially when it comes to transportation.

Passengers today expect a certain level of excellence with their experience. It will include everything from what they expect they will get with real-time information at their finger tips, to excellent customer service whether on line, on the phone or in person.

C

Employ innovative & flexible service models

Bus.com is ready to implement a new On-Demand, First and Last Mile service to not only make FlyAway more attractive, but also to lower the barriers of access to this service for customers who have a hard time getting to the FlyAway bus stop.

We understand that...

New technologies, service offerings and financing models are necessary to improve the level of service to the FlyAway passengers. We also understand that significant data analysis is required to deliver new models that are based on passenger data.

Through our initial market research, we are keenly aware of the current passenger concerns and wishes when it comes to connections to LAX. We are ready to assist LAWA in developing and executing a clear marketing plan as well as to recommend an optimal fare structure to incentivize passengers to use the FlyAway service. Our goal is a more attractive, more accessible service with the best prices and easy implementation

Customer-Centric Technology & Analytics Capabilities

A. Customer User Interface Application Technology

1. [LAX FlyAway® Passenger App Overview](#)

This section presents details of the app experience from a rider's perspective. The passenger journey starts with downloading the LAX FlyAway® app in Apple or Google Play Store. First-time users will need to register to access main app features- the ability for passengers to buy and download tickets, reserve space or specific seats (outlined in [Section: Trip Booking and Ticket Sales](#)), get route information, track buses, enable customer loyalty program management, provide feedback and other features that will help customers with their journey.



Sign-up process and account creation

The account creation screen¹ is displayed upon first use and can be dismissed and reopened later. In order to purchase a ticket, the user must create an account.

The sign-up process supports three login options to give riders flexibility. Users are prompted to create an account using one of the three login options: Facebook, Google, and e-mail. Typically, user registration takes less than one minute. The secure log-in methods provided by Google, Facebook, Apple, and Android use OAuth, an industry standard used for encrypting and retrieving user login data. This way, sensitive user credentials are not stored on our servers, ensuring that customer login data is protected. Users stay signed in when the app is closed unless they choose to log out.

¹ The Ride MVTA app, an app published for the Minnesota Valley Transit Authority, is used to depict features in this proposal.

2. [User interface](#)

The OneTap platform received its name from the interface design of the mobile app, where all major app features can be accessed in a single tap. The home screen lays out all major features presented as cards, which are available to the user in a single tap of the screen. Each component of the OneTap platform is designed to be interactive and intuitive ensuring your riders spend minimal time learning how to use the app. This enables riders to start purchasing tickets and navigating your bus system more efficiently.

The main sections of the app are:

- Home
- Map and real-time components
- Trip planning
- Ticket wallet
- Announcements
- Menu

3. [Get Route Information](#)

The first card to be displayed on the OneTap home screen is the map card. When tapped, it will bring the LAX FlyAway® passenger into a new screen where they can access trip planning and real-time information tools.

The map card allows the LAX FlyAway® passenger to plan trips, see complete routes, and view individual bus stops quickly and easily. The card contains a set of features to assist the user in organizing and understanding their journey. The map card displays nearby bus stops and points of interests (POIs) and allows passengers to plan their trip, see specific information for a bus stop, and view real-time transit routes, and RPT vehicle positions.



The map card allows the user to access the following features:

- A real-time “Where To?” trip planner, where users can plan their route.
- An interactive view of all bus stops.
- Shortcuts to favorite bus stops, as set by the passenger.
- Shortcuts to “home” and “work” locations, as set by the user.
- Agency-wide alerts pushed through from the agency’s AVL system.
- A complete route list.

4. [Track buses in real-time](#)

OneTap provides real-time, multi-modal transportation information in a modern and easy-to-follow interface. The trip planner consumes GTFS feeds, AVL information, Google Maps and Apple Maps information of the region to populate the trip planner with valuable information to help users plan their trips. If these two components are provided, then live vehicles are shown on the interactive map and trips and timetables are updated with live timings.

5. [Announcements/Advertisements](#)

LAWA can create announcements and/or advertisements for the home page of the app. Announcements can be helpful in promoting news events and system changes that are not urgent, but require a passenger's attention. Several examples of past announcements include service changes, COVID policy updates, highlighting news pieces relevant to transit, and links to promoted events.

6. [Push Notifications](#)

LAWA can send riders push notifications from the app. Push notifications² are delivered instantly to all passengers or select groups of passengers. Images, links, and text can be inserted into a notification for users to receive.

7. [System Alerts](#)

System alerts can be accessed by tapping the yellow alert icon on the map page. System alerts are obtained from an agency's AVL system or GTFS-RT feed automatically and can be sent to riders immediately upon being published or delayed according to the agency's AVL alert settings. All alerts are made available to the passenger to inform them of the route impacted, the start and end times of the alert, and any notes that accompany the alert are listed. Passengers can also choose to subscribe to individual stops and routes, allowing them to receive alerts as traditional pop-up notifications.



8. [Bus Stop Information](#)

The map lists bus stops, which cluster as the passenger zooms in and out. Each bus stop is represented by a pin on the map. Tapping on a bus stop reveals real-time departure times for routes that serve the selected bus stop. A pulsing circle next to "Real-time Departures" indicates to the passenger that the information is up-to-date, and not scheduled. If desired, arrival times can be added in addition to departure times.

The LAX FlyAway® passenger is also able to view scheduled information for the bus stop by clicking the schedule icon. Schedules are displayed for each bus route that services that bus stop. Google Street View is integrated into the app, and users can view the bus stop's location as shown by Google Street View by clicking on the blue information icon.

Individual bus stops can be added to a Favorites list for quick retrieval. After saving a bus stop to their favorites list, users can tap the "Saved" icon to access these stops. A map of each stop appears as a quick reminder of where the stop is located. Clicking on one of the stops in the Favorites list brings the user to the stop's real-time information page.



²Disclaimer: if push notifications are enabled on the user's device.

9. [Route List](#)

Tapping the “All” button reveals a complete and interactive route list. The route list pulls information from the agency’s GTFS and AVL, or GTFS-RT feed to provide accurate and up-to-date information. Once a route is selected, a route map is displayed as a polyline drawn on the map. All bus stops served by the route are populated and can be selected by the user. Bus positions are displayed on the app in real-time and can be tapped to reveal capacity information and whether the vehicle is on time or behind schedule. Users can opt-in to receive push notifications for system alerts sent by the agency’s AVL for a specific route.



10. [Offline Activation](#)

The mobile app allows users to activate pre-purchased tickets without an active internet connection. Ticket activation information is stored locally on the user’s device, allowing the ticket to be activated or scanned when the phone is offline. When the user’s device reconnects, information is synced to Bus.com’s servers, marking the ticket as activated.

In addition to ticket activations, the user also has access to other core app features such as trip planning when the app is offline. These offline assets are stored from GTFS files that are incorporated into the app and updated in real-time when the user’s device is connected to the internet.

11. [Submit feedback/comments](#)

Connecting with riders and receiving ride-based feedback can be an important tool in assessing the quality of service being offered to riders. As a part of a deployment for LAWA, Bus.com is proposing including a ride feedback system that will allow riders to rate each ride taken. The system will be star-based and will present users the option of rating their ride, from one (worst) to five (best), and the option to include brief comments. The ride metrics will be aggregated and reviewable for LAWA staff.

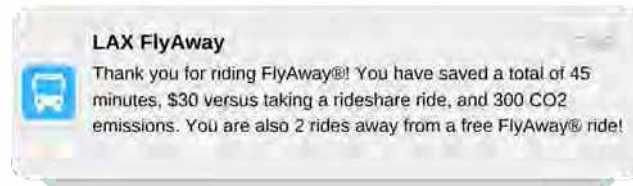
12. [Accessibility, ADA Compliance & Data Security](#)

Bus.com’s OneTap platform has a distinct focus on inclusivity and ease-of use to ensure that all riders can leverage our platform, regardless of disability. Our app’s design has interactivity in a manner that is easy to navigate and understand, with clearly marked buttons and large text options. The app is colorblind friendly, using color palettes that are compatible with the most common types of colorblindness. OneTap leverages the existing accessibility frameworks in iOS and Android, such as Voiceover in iOS and Talkback in Android, to allow on-screen materials to be read aloud to disabled and visually impaired bus riders. OneTap is fully compatible with VoiceOver and TalkBack, and it is fully prepared to serve the growing number of disabled bus riders who rely on their smartphones for real-time bus updates.

Bus.com’s platform is fully compliant with LAWA information security requirements. More details on information security are available in [Exhibit A: Information Security](#).

13. [Optional Offering: Customer Loyalty Program³](#)

As a part of the mobile app to be deployed for LAWA, Bus.com is proposing the creation of a customer loyalty program designed at retaining customers and rewarding repeat riders. This system rewards repeat riders with a free ride once a threshold is met. Similar to a punch card where a user may ride ten times and receive the 11th ride free, the system will be designed to be intuitive and predictable, so riders will understand how many rides will be required to obtain a free ride. Below is a sample notification that we can send to the App user.



The number of rides required to obtain a free ride will be controlled by the back-office and can be customized by LAWA.

14. [Optional Offering: 3rd party API integration](#)

If LAWA is interested in integrating the app with third parties, we have a team that can facilitate API integrations as long as there is an open API available from 3rd parties. More details can be provided as the LAX FlyAway® service selects different partners.

15. [Technology Implementation Timeline / Risk Mitigation](#)

We have attached the technology implementation timeline as [Exhibit B: Technology Implementation Timeline](#).

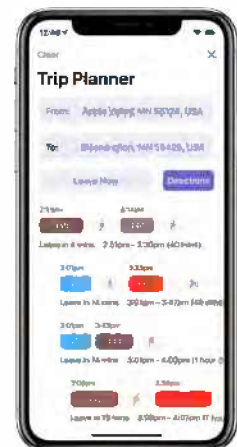
B. Trip Planning

The OneTap app provides an integrated trip planner powered by Google's API to help riders plan trips and obtain travel information in real-time or at specific times in the future. Riders can enjoy in-app trip planning without switching between a ticketing app and a trip planning app.



Tapping the "Where To" bar on the top of the map card brings the user to the trip planner so they can plan their journey. Users are prompted to enter their chosen departure and destination location and chosen time.

The trip planner is designed so the rider can input this information quickly and plan a complete trip. The "To"



3

refer to the Cost Proposal section to see a breakdown of all Optional Offerings.

and “From” fields can accept stop numbers, addresses, or the name of a place of interest. The search component uses Google Maps APIs for predictive text and search entry, and Bus.com has optimized the delivery and presentation of trip planning information to be easier to read for users.

Once the rider taps “Search”, they are presented with a detailed timeline of the four best trip options. Each trip option details the start time of the trip, trip duration, necessary transfers between routes, and arrival times. Selecting a trip presents the user with a step-by-step trip itinerary. The itinerary clearly separates the rider’s journey into simple, easy-to-understand steps and the journey’s duration for the rider. From here, the rider can tap the “Map” button to view the map with a polyline drawn up for the trip plan. The user can zoom in to view transfer points and view the trip map in more detail and they will be able to view their ETA prior to booking.



1. [GTFS / GTFS-RT utilization](#)

The real-time app components consume the combined GTFS and AVL data feeds (please refer to [Exhibit C: Backend System and Hardware](#)) from Google and Apple maps. These two data feeds are used together to show passengers how to get from one point to another, even if one of those points are outside of the agency’s regional boundary, providing a fully integrated transportation experience to the passenger.

GTFS-RT (Real-Time) feeds may also be consumed in lieu of consuming a GTFS and AVL feed. GTFS-RT combines the best aspects of GTFS scheduled data with real-time AVL capabilities, and can be provided to LAWA as requested.

2. [Optional Offering: On-Demand Integration for Trip Planning⁴](#)

As an optional feature, the trip planner can be modified to provide a multimodal experience that combines first mile/last mile transportation modes, including TNCs, scooters, micro-transit, and bike share options. The multi-modal option can be quickly implemented and will integrate with other agency partners to benefit customers. From the trip planner page, users can click on their preferred mode of transportation to complete the first mile/last mile of their journey and multi-modal trips are presented to the user.

The OneTap platform supports deep integration to 3rd party apps, fully integrating on-demand trip planning. This gives the user a seamless experience from scheduling, booking, and paying for their rides without leaving the app.

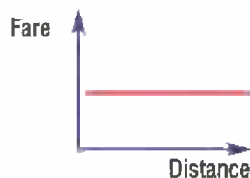
⁴Disclaimer: please refer to the Cost Proposal section to see a breakdown of all Optional Offerings.

C. Fare Analysis and Program Development

Bus.com has experience navigating complex program requirements and delivering a seamless and optimized solution. Most recently, Bus.com implemented a tri-county solution for a transit agency in North Carolina, where we were tasked with launching the State's first microtransit program. Moreover, we have experience partnering with industry mobility experts such as Moovit, Uber, and Teneo to achieve successful program development and fare structure innovation.

1. Fare Structure

LAX FlyAway® currently uses a combination of flat fare and zonal fare structures which come with advantages and disadvantages. These are summarized below.

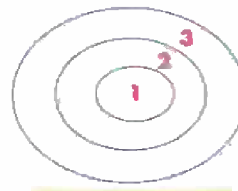


Flat Fare

Pros:
Cheap and easy to implement

Less chance of fare abuse

Cons:
Discourages transit use for short distance trips



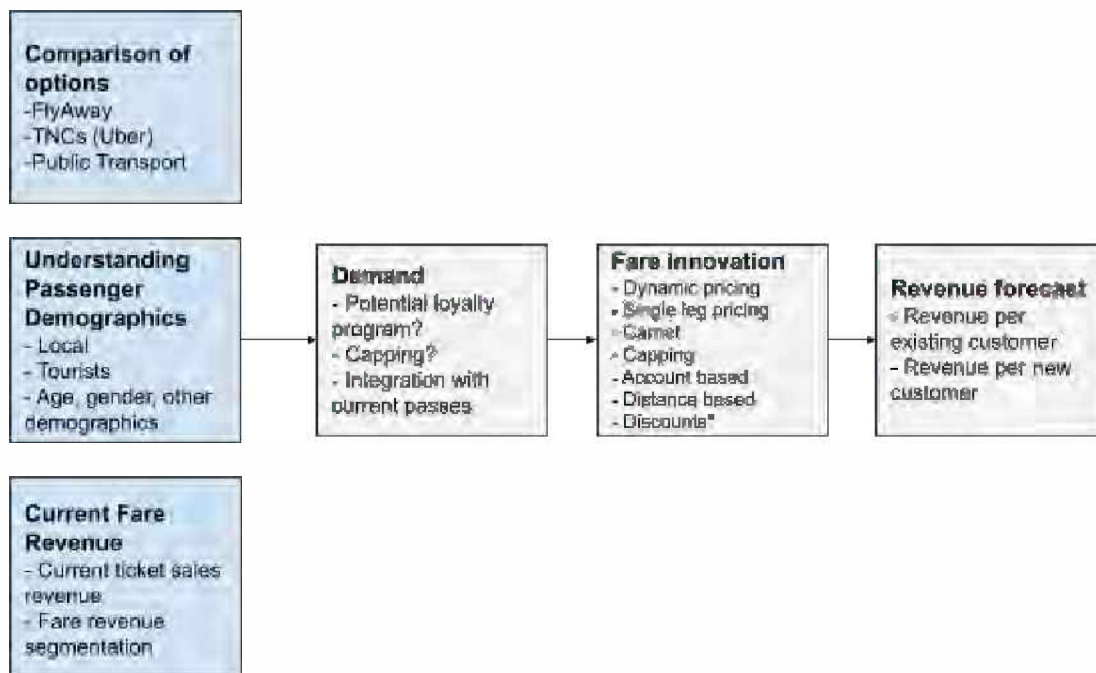
Zonal Fare

Pros:
Simple to understand, the more zones travelled, the higher the price

More equitable than flat fare

Cons: More difficult to enforce and implement than flat fare

Bus.com's team of mobility planning experts is ready to offer our expertise in fare analysis & fare structure recommendation, and work collaboratively with LAWA's Mobility Planning and Strategy team. A sample approach is shown below.



2. [Fare Policy](#)

Bus.com will conduct bi-annual fare analysis to revisit any proposed fare options, and discuss any revisions to the fare structure and/or pricing model with LAWA.

D. Trip Booking and Ticket Sales

1. [Ticket Sales](#)

Buy and Download Tickets in App

Bus.com has partnered with Masabi to offer the most flexible ticketing system for the LAX FlyAway® app. Ticket purchase functionality of the solution will be powered by Masabi's Justride, using the Justride SDK which will allow the ticketing solution to operate within the OneTap user interface.



Bus.com offers a wide range of fare media options and ticketing capabilities in the platform, which can be tailored to the requirements of individual deployments. Where possible these subscribe to a Bring Your Own Ticket philosophy that aims to reduce the cost, complexity and environmental footprint of today's transit payment solutions, moving riders into the contactless and cash free future required to ensure public health while still continuing to serve the unbanked and underbanked population. A summary of supported fare media can be seen below:



Paper Tickets at
Kiosks

Ultralight Tickets

Third Party Issued
ID Cards

Mobile Tickets or
Tokens

Smart Cards/
Fobs

Bank Cards
& Mobile Wallets

When a customer is ready to ride, they need only activate one or more tickets which are 'stamped' preventing re-use - even if the handset is offline. Once activated the ticket displays a secure time-based animation for visual validation by agency staff, and a QR/barcode for secure scanning on validators or by Revenue Inspection staff.

Buying Tickets from Third Party Apps

In addition to ticketing within the Lax FlyAway® app, Bus.com will be able to allow LAX FlyAway® passengers to buy their bus tickets in 3rd party apps such as Uber and Google Maps.

Bus.com's payment gateway partner Masabi is using the Justride Retail SDK to enable public transit ticketing in a wide range of applications today, so transit agencies or other airport authorities do not have to 'pick a winner'.

As Masabi signs up more partners, LAWA will be able to expose their tickets in any of them with a minimum of paperwork. Data from Uber in Denver RTD shows that selling RTD tickets inside the Uber app has led to a significant increase in Uber journeys starting or terminating at transit stations, helping drive ridership.

Buy Tickets via Website

The Bus.com Web Portal offers an accessible and responsive web experience to purchase and manage mobile tickets, manage ABT tokens and history, add funds to stored value and manage rider accounts. It can be hosted alongside the main LAX FlyAway® / LAX website as a 'micro-site', offering a visually branded experience with some customizable options. Riders can sign up for new accounts, and also (if configured in the tariff) purchase print-at-home PDF tickets.

If a more customized experience is required, there are multiple options for integrating an existing or new website into Bus.com APIs.

Example: <https://tickets.metroinktrains.com/> (includes Print At Home PDF ticketing).

Payments and Refunds

Payments will be made before the trip takes place either online or offline. At the Van Nuys LAX FlyAway® stop, passengers will have the option to use the 2 self-serve kiosks. All other collection methods will be available to all passengers based on their usage regardless of where they begin or end their journey. Bus.com is agnostic to payment collection merchants and will propose a solution for collecting payments, ranked high in payment fraud prevention and PCI compliance.

Refund capabilities can be configured by fare product. If desired, LAWA can allow passengers to self-service refunds by turning on automatic refunds in the app.

All purchases of tickets and stored value can be managed through the Customer Service module in the Hub back office, regardless of where or how a passenger made a purchase. The agency staff has complete visibility over passenger accounts regardless of whether a passenger made a purchase. Customer service actions are only made available to staff with the appropriate privileges.

Customer service staff can perform a number of actions to adjust a passenger's account. Staff can refund a specific ticket, issue a new complimentary ticket, add complimentary funds, or deduct funds from a rider's Stored Value Account. Partial refunds are also possible.

The Bulk Refunds page allows Customer Service Managers to easily carry out multiple refunds for tickets. This is particularly useful for rapid response to unexpected circumstances, for example when compensating customers for flight cancellations. The customer service staff merely uploads a csv file of passenger account IDs and ticket purchase IDs.

Audits

Bus.com's detailed auditing procedures are described in [Section E: Revenue Control and Audit Plan](#).

Optional Offering: Dynamic Pricing⁵

Dynamic pricing (for high demand and low demand periods) payment support can be added at a later time if requested by LAWA.

[2. Booking and Reservations](#)

Implementation and Delivery Experience

Bus.com has the experience reserving space or specific seats for a large volume of customers. Most recently, we moved 250,000 people during an event in October 2021 over 3 days, generating tickets for individual seats and accommodating customer requests.

Optional Offering: Seat Reservation System⁶

To satisfy LAWA's seat reservation requirements, Bus.com is proposing implementing a seat reservation system in two phases:

Phase One: Allow riders to book rides on LAWA vehicles on the app using a time-based reservation system that allots a number of purchasable tickets to a specific time slot. For example, LAWA may opt to sell 200 tickets for vehicles departing a location between 1:00pm and 1:15pm.

Phase Two: Allow riders to select and reserve specific seats on board a vehicle. We propose a two-phased approach to smoothly transition riders from existing purchase processes, to an app, and finally to an app with a seat-specific reservation system.

⁵ Disclaimer: please refer to the Cost Proposal section to see a breakdown of all Optional Offerings.

⁶ Disclaimer: please refer to the Cost Proposal section to see a breakdown of all Optional Offerings.

In both phases, the reservation system will sync with a back-end system (refer to [Exhibit C: Backend System and Hardware](#)) used to determine the number of tickets that can be sold on a vehicle or per a block of time.

Bus.com envisions the purchase process to be similar to booking airfare with well-defined steps:

- **Step 1:** User opens the app and taps on the “Book A Ride” button
- **Step 2:** User is presented with available time slots as dictated by LAWA’s scheduled services
- **Step 3:** User selects from an available time slot and selects the number of tickets they would like to purchase
- **Step 3:** (phase two): User selects from an available time slot and selects the specific seats they would like to purchase
- **Step 4:** User completes the purchase, securing space(s) on board a LAWA vehicle

After completing the purchase, tickets will be stored in the user’s ticket wallet, located on the home screen for easy access. Users can pull up a ticket to display to drivers to validate prior to boarding a vehicle.

Ticket modifications and cancellations can be accommodated with proof of delayed flight plans.

[3. Metro TAP Integration and Equipment](#)

Masabi has entered into discussions with the team at LA Metro TAP to understand TapForce’s capability and the existing hardware validation to better understand the functionality available today. The next steps, if Bus.com’s bid is selected, are to complete an NDA and work with the teams at LAWA and LA TAP to make LAX FlyAway® services available in the LA Metro TAP platform. [Case Study: LA Metrolink Integration](#).

[4. Optional/Future Offering: Point-of-Sale Integration](#)

Optional Offering: Point of Sale Integration with Retailers⁷

If LAWA is interested in introducing reloadable fare cards in the future, Bus.com will be able to offer Point-of-Sale (PoS) integration with major retailers.



Local stores can be harnessed to allow riders to top up stored value accounts using cash or cards, using Justride’s integration into the InComm and T-CETRA retailer networks. Riders

⁷ Disclaimer: please refer to the Cost Proposal section to see a breakdown of all Optional Offerings.

show a barcode on their mobile phones to the retailer's existing PoS system, pay for the top up, and it is automatically pushed into the rider's transit wallet. Support is available through participating stores from the following well known retailers:

This PoS integration will not only provide convenience to LAX FlyAway® passengers to easily reload their fare cards, but also offer means to the **unbanked passengers** to pay for their LAX FlyAway® rides with cash.

E. Revenue Control and Audit Plan

The revenue control & auditing platform ("The Hub") records a wide array of operational data in real-time, which is made available through multiple channels to make it easy to solve any use case.

1. [Revenue Control Management Procedure & Reporting](#)

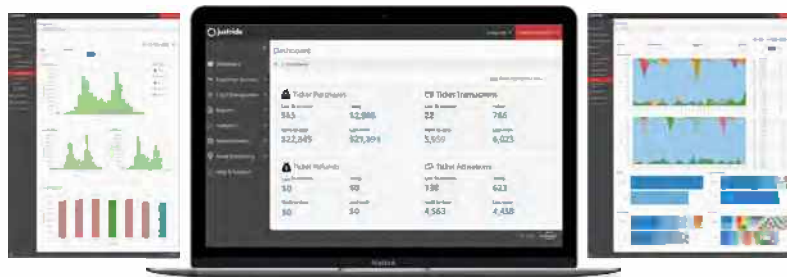


The Hub comes configured with a default set of daily, weekly and monthly reports covering ticket sales, activation, validation, account usage, and system activity audit trails. In each area, both executive summaries and line by line data are available.

The Hub automatically generates reports for daily, weekly and monthly periods, securely storing all reports for an agency-configurable period of time (usually 3-5 years). They can be downloaded through a simple calendar-based user interface in the Hub web UI. Access to each report is restricted to users who have the appropriate role assigned.

Performance monitoring

The Hub allows at-a-glance access to key analytics on a live dashboard, giving an overview of activity updated every minute.



In addition the Hub offers a range of web-based graphical analytics, providing an intuitive interface to drill down into purchases, fare types, barcode scans, card taps, application versions in use and more over any date range. The Analytics tooling is built directly on top of the Data Warehouse and provides up to date, near real-time data in easy to consume graphical and tabular views, with dynamic filtering.

2. [Reporting and Disclosure Processes](#)

Accept, Record and Settle payments (system)

There are two approaches to payment settlement with the ticketing component.

1. If Masabi acts as the Merchant of Record (MoR), platform fees will be deducted from the monthly remittance of revenues to the operator. Masabi will provide the agency with the detailed reconciliation between the fare revenue being remitted and any charges deducted.
2. If LAWA acts as the MoR, funds from sales would be directly transferred to their bank account and Masabi would invoice LAWA for their services monthly, to be paid on strict 30-day terms from invoice, with payments made through ACH or wire transfer. Checks are not accepted.

Bus.com's available financial reports available in the Hub are as below:

Report Group	Name	Type	Format	Summary
Financial	Payments	Raw	csv	A raw csv file detailing all payment transactions, including failures.
	Purchase Tickets	Raw	csv	A raw csv file detailing all the tickets created through purchases.
	Refunds	Raw	csv	A raw csv file detailing all refund transactions, including failures.
	Ticket Transitions	Raw	csv	A raw csv file detailing all tickets that have been refunded, cancelled, migrated to a new account, switched to a new device or reactivated.
	Stored value added funds raw	Raw	csv	A raw csv file detailing all the Stored Value balance additions (top-ups).
	Stored value events raw	Raw	csv	A raw csv file detailing all the Stored Value balance changes (balance additions, subtractions, charges etc.)
	Partner Tickets Purchase	Summary	csv	A summary csv file detailing the total number and value of tickets issued per partner and product.

3. [Auditing Methods and procedures / Self Audit](#)

The Hub offers a granular role-based access control model, filtering the operations available to be appropriate for the type of user accessing the system. User accounts can be fully managed

within the Hub in a hierarchical fashion - for example Customer Service Managers can manage their Customer Service Staff, but not other roles.



All activity carried out in the Hub, including rider searches, is fully tracked in an immutable audit trail in the Data Warehouse. Daily, weekly and monthly reports are available showing all user activity, with summaries highlighting key metrics such as total refunds issued per Hub user to aid vetting for internal fraud.

Hub users can be added individually or in bulk, suspended instantly, and can manage their own accounts.

Bus.com also conducts a monthly review reconciling all transactions generated in the system. Finally, the yearly financial statements are audited by an external firm every fiscal year to express an opinion on whether the financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of Bus.com in accordance with Canadian accounting standards for private enterprises. The audit report is then reviewed and approved by an audit committee who is designated by the board of directors. Currently, the company selected by the audit committee to audit Bus.com's financial statements is Ernest and Young LLP.

4. [Client Access](#)

All reports are stored safely in the Hub for easy access at any time. A client is in complete control over which Hub users have privileges to access reports, and can suspend them at any time, enabling easy management of access provision to customer information.

Passenger count reporting will be made available as part of Bus.com's standard reporting suite as referenced below.

F. Client-Facing Performance Monitoring and Analytics Solution

1. [Bus.com Standard Data & Reporting Suite](#)

As part of its core service, Bus.com offers **multiple report types** for agency administrators through the Administrator Portal (Reporting Suite) and GPSTGate/Vehicle Tracking interface as per LAWA's implementation of the Mobility Data Specification (MDS). All reports are accessible through a web browser for viewing and accessing historical information. Reports are accessible remotely and can be pulled by time, date, date range, route, stop, bus, or any combination of these criteria with unique parameters for each. Bus.com can support **formats such as .xls, .csv and .pdf**. *Some reports, such as APC ridership, might require APC or DAPC additional set-up.*

We offer reports that support every level of management of the system from granular exportable data to report summaries needed for day-to-day operations and decisions.

Bus.com Reporting Suite List		
Other Reports: Vehicle fleet activity (speed, idle, trip time, distance) and GPS historical data		
General Reports	Performance Reports	Ridership Reports* *(Passenger Counters Required)
<ul style="list-style-type: none"> • Arrivals and departures (by route and stop) • Arrivals and departures (by route and vehicle with loop time) • Employee assignments • Headway • Vehicle assignments • Route report • Vehicle on route • Vehicle service report 	<ul style="list-style-type: none"> • On time performance • On time performance summary • Schedule by time report • Schedule report (delays, late / missed trips) • Safety (# of accidents and incidents) 	<ul style="list-style-type: none"> • All ridership by vehicles • Average ridership • Passenger miles • Raw ridership • Ridership counts - daily • Ridership counts - hourly • Ridership counts - date and hour • Ridership summary • Ridership with occupancy (load factor) • Raw APC audit reporting

General Reporting Parameters Available

Bus.com provides different parameters for all its different reports to provide as much customization as possible. These parameters include:

- By route
- By stop
- By vehicle
- Defining start and end dates

Additional data that our reports produce depending on data presented include:

- Data by day, week, or month

- Include or exclude weekends
- Time-stamps
- Longitude and latitude data
- Raw counts - Mark as on-route or off-route (with APC's)
- Color code reports (On-Time Performance colors help define on-time, early, or late data points)

2. [Additional Reporting: Marketing, Customer Service, and Sustainability](#)

In addition to the standard reporting requirements, Bus.com will further analyze and report on data gathered from marketing, customer service, and sustainability. These reports will be generated monthly using Looker in multiple formats (.csv, .xls and .pdf). At a high level, we will be capturing the following sample data.

Bus.com Additional Reporting List		
Marketing	Customer Service	Sustainability
<ul style="list-style-type: none"> • Total # of conversions • Conversion rate by channel (online, TAP, offline, 3rd parties) • Reach and Engagement: # of impressions, click through rate, shares per post • ROI / Cost per ticket sale 	<ul style="list-style-type: none"> • Total # of customer inquiries / 100k miles • Customer complaints (ADA specific complaints annotated) • Average Handle Time (call time per caller) • Customer Satisfaction Score (i.e. NPS) 	<ul style="list-style-type: none"> • GHG emissions reduction • Reduced vehicle miles traveled (VMT) for employees • Reduction in auto trips

*Please note that cost, revenues, and bookings KPIs will be readily accessible through the Hub mentioned above in [Section E: Revenue Control and Audit Plan](#).

3. [LAWA Access and Training](#)

In summary, all reporting related to the LAX FlyAway® service will be readily accessible and can also support live connections with LAWA dashboards and service modules, both internal and external facing.

We offer scheduled training and 24/7 technical support to any LAWA personnel requiring connection setup and troubleshooting. Complete details are provided in [Exhibit A: Information Security and System Support](#).

G. Customer Service

1. [Customer Service Track Record](#)

Bus.com's award-winning customer service is regarded as one of the best in the industry, boasting an NPS score of 65 (which is rated Excellent; compared to the industry's average of 20). Our customer service team has collectively over 100 years of customer service experience across various industries.

2. [24-hour Customer Service & Critical Response](#)

Bus.com will provide a 24-hour customer service center to the LAX FlyAway® passengers that responds to LAX FlyAway® service inquiries, lost items, trip feedback, collisions, safety incidents, and citations. **Bus.com will also set up an AI chatbot to reduce waiting time.**

3. [Customer notifications](#)

As described above in [Section A: Customer User Interface Application Technology](#), the LAX FlyAway® app will be able to make announcements/ advertisements, push notifications, and service alerts to its users. Please see the technology section for an implementation timeline.

4. [Complaint Handling Process](#)

Bus.com's award-winning customer service stems from our ability to quickly resolve customer concerns and issues. We have a standard procedure in place to ensure all stakeholders in the customer service department are informed and corrective action is taken swiftly. Please refer to Exhibit D: Bus.com Complaint Resolution Process for a complete overview of the process.

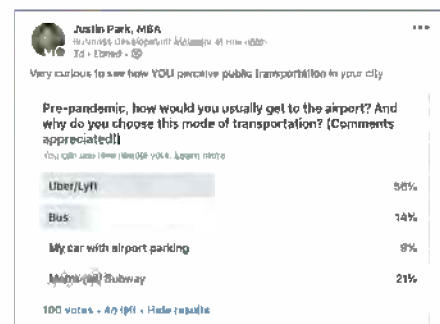
If requested, Bus.com will also provide third-party integration of our customer data management system with LAWA's Data & Analytics Center of Excellence platform for Data Management Solution for a consolidated complaint management system.

H. Customer Insights and Digital Marketing

1. [Customer Insights and Brand Awareness](#)

Customer Insights

Through an initial situational analysis consisting of a socioeconomic and demographic analysis⁸ combined with research on existing ground transportation options at LAX, Bus.com has identified what parts of the customer journey create pain points to riders and what a potential journey on the LAX FlyAway® bus might look like to address these issues. This is seen in the figure below which shows a customer journey on the LAX to Union Station route.

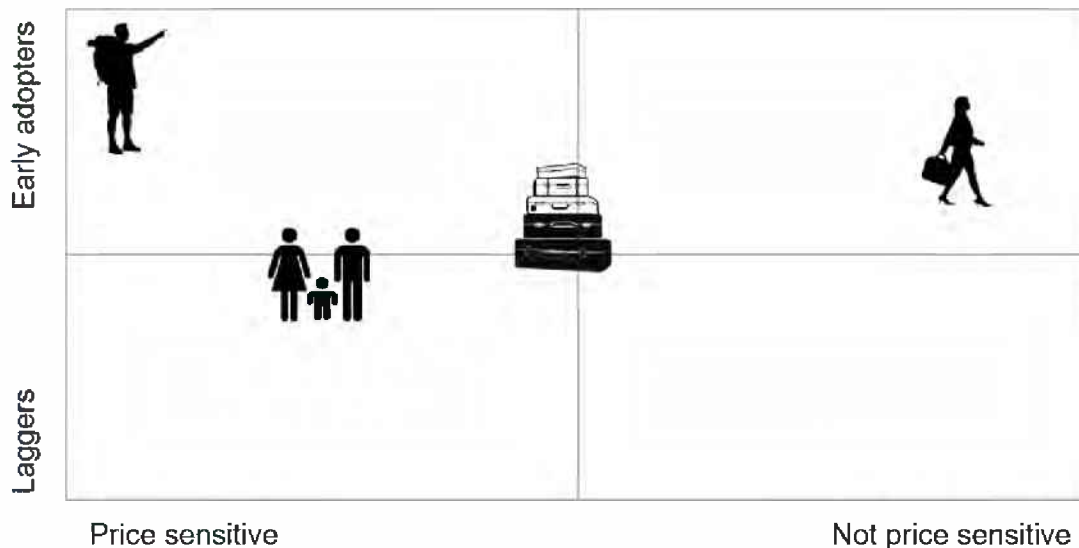


⁸ More details provided in [Exhibit E: Demographics Analysis](#)

PROCESS	AWARENESS	CONSIDERATION	PURCHASE	SERVICE	LOYALTY
CUSTOMER THOUGHTS	"I'm so tired from that flight. Now, I need to get home!"	"There are so many options! Which one is easiest and faster?"	"FlyAway? So much cheaper than an Uber! Where do I purchase?"	"How soon is this bus coming? I'm exhausted!"	"I'm at Union Station... but I still need to get home! Sigh."
PAIN POINTS		Too many options. Need to weigh them one by one	Kiosk at airport queue too long	Schedule changes without information	Stress from having to find another way to get home
IDEAS TO IMPROVE			Set up quick and easy in-app payment method	Provide live-updates on vehicle status in-app and on site Inform about vehicle quota before user pays	Free first and last mile solution connecting passengers from UST/VNY to home

We have identified underserved segments that would be willing to take LAX FlyAway® service if the service was more convenient: time-saving, friction-less, and stress-free.

- **The Explorer-** price sensitive, early adopter, technology first, environmentally conscious
- **The Business Person-** not price sensitive, wants to save time, strong aversion to risk, wants a door-to-door solution, can adapt to technology
- **The Oversized Bag International Traveller-** reasonable price, seeks a friction-less experience, less concerned with time-saving, wants a door-to-door solution, can adapt to technology
- **The Family-** reasonable price, seeks a friction-less and stress-free experience, wants a door-to-door solution, ease with technology as the majority being Millennials



To further validate our initial analysis, we will conduct the following activities for customer insights:

- Remunerated focus groups with new and existing customers of the LAX FlyAway® service
 - International inbound travellers at the airport
 - Residents of Los Angeles
- Quantitative analysis of available airport and passenger data (i.e. Twitter Sentiment Analysis)
- One week of dry-runs by Bus.com personnel with riders to gather feedback on the customer journey
- **Continuous customer insights** the Bus.com marketing team will continue to collect customer feedback through the call center data and in-app data. Keeping a regular pulse on the customer sentiment and perception of LAX FlyAway® will be the continued focus of our marketing outreach efforts throughout the contract term.

Brand Awareness

Bus.com is ready to assist LAWA in rebranding efforts. Due to LAX FlyAway®'s lack of brand awareness, new customers do not know how and where they can access LAX FlyAway® buses, and they are quickly turned off after visiting the LAX FlyAway® website due to its lack of user-friendliness.

Through our initial analysis shown on the right, we learned the name LAX FlyAway® is recognized but is mainly known for its price and convenience for a select group of riders (those who live near Union Station or Van Nuys). However, a majority of the riders were using different modes of transportation and did not consider using the LAX FlyAway® service.

We recommend launching a new marketing campaign to visually describe the “new” LAX FlyAway® service and improve its overall brand awareness. We will lead the following marketing initiatives under this campaign.

- Grassroots / Guerilla Marketing
- Brand Ambassadors / Influencer Marketing
- Referral programs
- Local partnerships
- In-terminal Ads
- PR / Communications
- Local radio / TV / podcast Marketing
- Display Ads
- Bus wrapping

Bus Wrap Advertising

Bus.com has successfully used buses as advertising tools in the past. We use bus wrapping to promote our services in many of our core regions. Selling advertising space to partner brands increases revenues for the service while keeping the overall LAX FlyAway® brand on bus. This could prove to be an interesting option to increase profitability and possibly cross-subsidize new

lines until they become profitable. We have attached more detailed description and mockups in [Exhibit F: Bus Wrap Advertising](#).

2. [Marketing](#)

As part of the new marketing campaign, we will also define the main customer acquisition channels. Below is an example of the potential channels.

- At Airport (terminals, lounges)
- LAX website
- LAX FlyAway® Mobile App
- Search Engine Optimization
- Social Media Ads
- Online Travel Agencies (OTAs)
- 3rd party Apps (Google Maps)
- Local retailers

Targeted Digital Marketing

Social Media will be one of the most important customer acquisition channels since the potential number of impressions is significantly larger than the non-digital channels. To ensure a targeted digital marketing plan, we can lead the following activities.

- [Customer archetypes](#) - based on the customer insights data, we craft customer archetypes to visually represent which different groups of customers we can target.
- [Influencer Marketing](#) - we hire 10-20 local influencers to create User-Generated content to promote the LAX FlyAway® service.
- [Paid Social Ads](#) - we prioritize social media platforms to invest in paid social ads based on potential audience reach, cost of paid ads, potential for driving traffic, and demographic makeup of platform users.
- [Partner 3rd party Ads](#) - we advertise the LAX FlyAway® service on sites such as Priceline and American Express.
- [SEO Optimization](#)- we leverage our proven expertise in Search Engine Optimization (SEO) to drive inbound website traffic. As an indicator of our success, Bus.com consistently ranks number one in Google Searches for bus travel and generates the most inbound traffic in our industry.

3. [Communications Collateral](#)

Prior to launch and throughout the new LAX FlyAway® service, we recommend engaging with our riders to improve their experience through multiple content mediums. We would create the following content.

- Timed successions of press releases
- Infographics to explain the service
- Graphics for in-airport advertising
- Video content for social media
- LAX FlyAway® App Marketing Graphics and How-To User Guides

4. Future Offering: Partnerships and Promotions (Optional)

Special Events

Bus.com has an extensive network of event organizers and marketing organizations. We are ready to work with [Discover LA](#), to identify upcoming festivals, sports events, business conferences and all tourism-related information in advance to promote services at the stage of reserving for the event. Bus.com can advertise LAX FlyAway® bus services across partner platforms, which will build brand awareness and generate new customers.

Our network of small and large tour companies can also be beneficial to create partnerships that will support the LAX FlyAway® bus service. Indeed, offering benefits such as reduced wait time or reduced rates to tour groups for airport charter transfers could help alleviate airport and road congestion, especially during high season. Moreover, this could possibly allow us to gain traction with new market segments (tour clients, older populations, sports tourism aficionados and others).

Partnerships with TSA PreCheck, CLEAR

We recommend constructing partnerships with expedited entry (at the airport) providers such as TSA PreCheck and CLEAR to enhance the overall customer experience. Valued customers through the loyalty program can be given access to preferred lanes at the airport to save additional time.

Partnerships with Online Travel Agencies (OTAs)

We aim to establish mutually beneficial relationships with travel service providers around the world. Travel service providers benefit from participating in their services by increasing their distribution channels, demand and inventory utilization in an efficient and cost-effective manner. Travel service providers benefit from the well-known brands and marketing efforts, expertise in offering an excellent consumer experience through the platforms and ability to offer their inventory in markets and to consumers that the travel service provider may otherwise be unable or unlikely to reach.

LAX FlyAway® passengers on the other hand will receive yet another way to book their LAX FlyAway® bus tickets. After the Point-of-Sale integration is completed, users will be able to book their flights and LAX FlyAway® bus tickets directly on the Priceline website, instead of having to book on two different platforms. This would essentially lower the inconvenience barrier of LAX travellers of buying LAX FlyAway® tickets and encourage them to think again about choosing only Uber as a mode of transportation for LAX.

Priceline, part of The Booking Holdings Strategy has expressed interest in working with Bus.com and its affiliates. Integrated technology and marketing can be done across the platforms and will be a base for promoting and selling the products and services, providing wide network visibility and simplified selling solutions. We have had several discussions with Priceline

(Sarah Pack, Director Airline Business Development) to discuss potential strategies in Point-of-Sale integration and fare discounts as LAX FlyAway® 's 3rd party ticket vendor. If LAWA is interested in discussing ticket sales and Point-of-Sale integration with Priceline, Bus.com will lead and continue the related partnership efforts.

I. Service Analytics and New Market Development

Our Collaborative Design Process

From discovery conversations during our kickoff meeting, to collaborative design workshops, LAWA stakeholders will be involved in our process every step of the way. Rather than handing over a spreadsheet of simulation results with little to no relevance to the experience of LAWA's rider community, the Bus.com Planning & Design team will incorporate guidance from LAWA in our research process, and deliver a comprehensive series of recommendations based on the unique needs and concerns of LAWA.

Our goal is to empower our clients with distilled data and actionable insights so that you can make informed decisions for your community.

Optional Offering: Microtransit Simulator⁹

Bus.com's partner, TransLoc, has developed an advanced software-based simulation process in conjunction with a team of data scientists at Ford AV. Our simulation is designed to provide data-driven insights to agencies planning to launch or grow an on-demand, microtransit style service and evaluate potential challenges that LAWA may encounter.

Simulations will be precisely designed in coordination with LAWA to ensure they address your unique service needs and challenges. These designs include detailed input parameters such as service area, rider profiles, expected trip generators, ridership estimates, and fleet configurations. Then input models are used to build a range of scenarios with varying levels of ridership and vehicle allocations. Each unique combination of inputs is then simulated as a hypothetical "service day", or scenario, essentially a prescribed set of virtual rides and vehicles to serve those rides. Each scenario is then processed through our Mobility Service Modeler to virtually simulate how each ride would be assigned to vehicles as the day progresses.

Having simulated each individual scenario, the Simulator calculates detailed performance metrics such as rider wait and ride times as well as fleet utilization and efficiency. These metrics can be easily compared between scenarios and will inform the stakeholders for final recommendations.

⁹ Disclaimer: please refer to the Cost Proposal section to see a breakdown of all optional offerings.

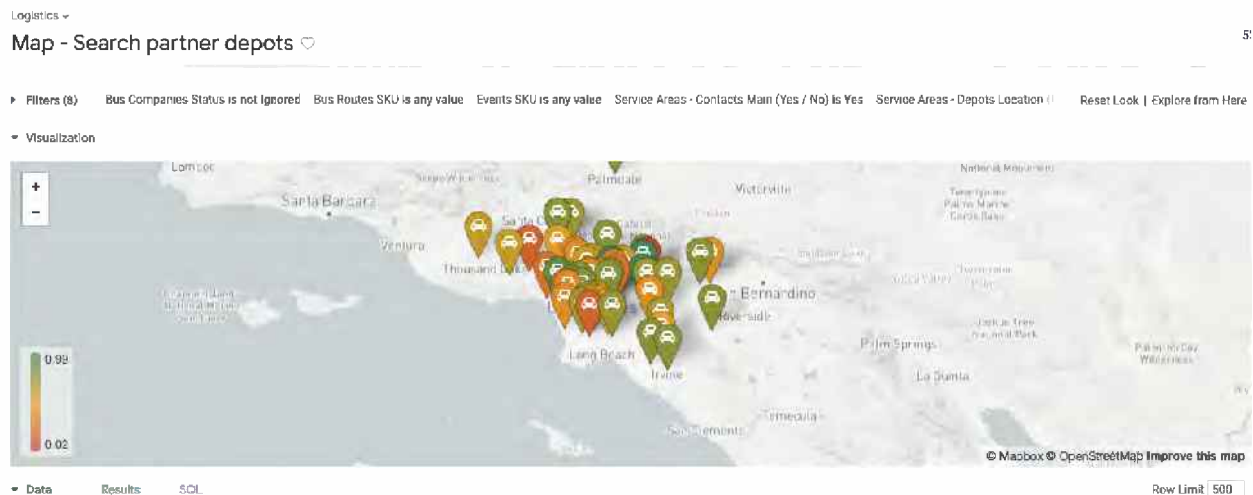
Management & Operation of Fixed Route, Scheduled Shuttle Services – Union Station and Van Nuys

A. Fleet Plan

1. Fleet Description

Bus.com is proposing a mixed fleet to serve both routes- Union Station and Van Nuys. Our flexible fleet is designed to match the exact passenger needs of the service by the hour. If during off-peak hours of operation, less coach buses are needed, we will instead dispatch a smaller vehicle. At the same time, if more luggage space is required due to specific needs of passengers, we will dispatch a larger vehicle during off-peak hours.

All of the proposed vehicles will be dedicated to Bus.com's operations of the LAX FlyAway® service. If additional vehicles are required on an immediate basis, Bus.com can procure new vehicles by leveraging the existing fleet of the selected subcontractors- Avalon and CCC Tours. If significantly more vehicles are required to address growing ridership and new routes in the long term, we can work with other vetted operator partners in our Southern California network to create a dedicated fleet for the service such as shown below.



We use a preventative maintenance software to proactively alert Bus.com's maintenance team for any issues or repairs needed. Through ad hoc maintenance checks, we minimize breakdowns.

Van Nuys Fleet

56-passenger coach buses will be used for the Van Nuys operation. We intend to purchase new Volvo coach buses and mix with the existing vehicles listed in the table below. All of the vehicles will be gas-powered. The 2019 models were purchased in February 2020 and have virtually no mileage, while the 2020 models were purchased in September 2020.

236		2020	Volvo 970	Bus	3CET2W421L5202570
235		2020	Volvo 970	Bus	3CET2W425L5202569
57	1288	2018	Volvo 9700	Bus	3CET2V922J5191370
58	1289	2018	Volvo 9700	Bus	3CET2V921J5189528
109	125652	2016	Volvo 9700	Bus	3CET2V226G5177314
110	125653	2016	Volvo 9700	Bus	3CET2V226G5173893
186	125654	2019	Volvo 9700	Bus	3CET2V926K5194564
187	125655	2019	Volvo 9700	Bus	3CET2V928K5195019
188	125656	2019	Volvo 9700	Bus	3CET2V926K5195018
189	125657	2019	Volvo 9700	Bus	3CET2V923K5194800



Union Station Fleet



56-passenger coach buses will be used for the Union Station operation. We plan to utilize Van Hool coach buses, both model CX45 and TX45, all under 3 years of age with model years 2019 and newer. (Flyers attached). These vehicles are Diesel with clean certification in the state of California.

[2. ADA Compliance](#)

All vehicles used for the provision of the LAX FlyAway® service meet the ADA requirements for public transit service or provide reasonable accommodations.

[3. LAX Alternative Fuel Requirement Program](#)

In addition to the fixed routes, Bus.com's first and last mile program with Circuit Transit utilizes an all-electric fleet. Circuit is a proven operator of turn-key, on-demand, electric shuttle services. Circuit is one of the largest electric vehicle fleet operators in the country, with over 150+ all-electric vehicles. Circuit has experience in operating and maintaining electric vehicles, and has the local staff to handle scaling up service for LAWA. Since the pick-up locations are restricted to geo-fenced zones at each LAX FlyAway® stop in Van Nuys and Union Station, these vehicles will have easy access to charging and travel only short distances.

All of our vehicles for the fixed route operation meet the LAX Alternative Fuel Requirements. The vehicles for the Van Nuys and Union Station routes will be 2019 and newer vehicles with the lowest possible emission rates.

We have also explored at length the possibility of introducing electric transit vans for the fixed route operation. Currently, due to the lack of charging infrastructure at the airport and the limitations in passenger capacity and range when considering transit vans against coach buses, we have opted to not introduce any electric vehicles in our proposed fixed-route operations fleet.

If LAWA desires a transition to an all electric fleet for the existing routes or future routes, Bus.com team will offer its expertise in- 1) identifying infrastructure needs, EV manufacturers, and federal & state level grant incentives and 2) analyzing TCO & uptime performance setting, duty/drive cycle, and cost/benefit- to fully support that transition.

4. [Fleet Quantity](#)

If Bus.com is awarded the contract, Bus.com will initially operate up to 27 vehicles for the Van Nuys and the Union Station routes. We have carefully analyzed the 2019-2020 LAX FlyAway® ridership data, the current LAX FlyAway® schedule (peak vs. non-peak), traffic conditions, and maintenance schedules to derive the number of 27 total vehicles.

Route	# of Proposed Vehicles	Mixed Fleet (Y/N)
LAX- Van Nuys	13 (+3 spare)	Y
LAX- Union Station	10 (+1 spare)	Y

We will be able to right-size the vehicle number and type based on actual demand as we start gathering more operational data through technology. Once the LAX FlyAway® app seat reservation feature is launched, passengers will be able to reserve seats and pay for their tickets in advance. Combined with the real-time kiosk ticket sales data, the overall hourly & daily ticket sales data will allow us to match the right type of vehicle to the predicted demand. We will also be able to leverage our fleet optimization technology to automate fleet scheduling with the different types of vehicles.

Bus.com is proud to have a 99% order-fill-rate. We always have a backup plan due to our large network of fleet operators. In case of an emergency or bus breakdown, we are the fastest to respond and dispatch additional vehicles and drivers to the requested location.

5. [Fleet Maintenance](#)



Primary vehicles for the shuttle service will be stored and cleaned at the designated facilities in Van Nuys and Inglewood to meet the daily maintenance and cleaning standards. The exact addresses for both facilities will be:

- [Bus.com Van Nuys Facility](#)- 6611-6615 Valjean Ave, Van Nuys, CA 91406
- [Bus.com Inglewood Facility](#)- 150 W Ivy Ave, Inglewood, CA 90302, United States

The Van Nuys facility will be our main operating facility, where Bus.com's On-Site management personnel will report to and will also be where the vehicles utilized for the Van Nuys- LAX route will be stored and maintained. The Inglewood facility will store and maintain the vehicles utilized for the Union Station- LAX route.

Servicing procedures for vehicle maintenance include:

- Internal vehicle debris sweep
- Floor mopping
- Interior window cleaning
- All contact points are wiped down and sprayed with disinfectant at regular intervals to ensure employee and customer safety.

Each vehicle will receive an inspection every thirty days on the following items with all the necessary repairs performed either at the time of the inspection or scheduled as soon as practical:

- Brakes and Tires
- Chassis lubrication
- HVAC
- ADA equipment
- Fluid and filter changes - Gasoline vehicle
- Passenger interior/seating areas
- 45 day or 3,000-mile inspection to meet CHP requirements
- DOT inspection – annually
- Exterior repair as needed

Each driver will perform pre-trip and post-trip inspections using WhipAround software (refer to [Exhibit C: Backend System and Hardware](#)) before and after each shift and fill out a driver vehicle inspection report (DVIR). The driver will note any vehicle issues and a copy of the DVIR will be given to Bus.com's maintenance team. All issues will be reviewed and addressed before the bus goes into the shuttle service. As part of the pre-trip inspection, the driver will review the ADA functionality to ensure it is in working order and that the vehicle has the material to secure the wheelchair appropriately.

As part of the company's training procedures, drivers are trained on how to conduct the DVIR inspection, based on Bus.com's vehicle safety standards. These will be treated with the utmost importance and compliance will be strictly enforced by the management staff. Management is

encouraged to perform quality control checks of all work performed daily. DVIR reports will be retained by Bus.com for no less than three months from the date of the inspection.

In the event of an in-service breakdown, the driver will notify the on-duty dispatcher of the issue and coordinate any necessary inspections. Should the issue escalate, a replacement vehicle will be dispatched immediately and a Bus.com service truck and mechanic dispatched to recover the vehicle.

The preventive maintenance program is based on a 3,000 mile interval cycle, with safety inspections (A-level) occurring at 48,000 miles. Preventive maintenance inspections are scheduled in advance, within 500 miles of the required interval, or pursuant to contractual requirements. The maintenance vendor works with operations to identify those vehicles required for inspection, and schedules inspections in a manner that maximizes fleet during peak hours.

[A level inspection / the mileage interval is every 3,000 miles](#)

- Vehicle interior and exterior inspection (lights, ADA equipment, safety equipment, etc.)
- Air brake testing
- Wheelchair door and lift operation/cycling
- Road test (engine, transmission, brake, steering)
- Undercarriage inspection (brake lines, filters, airlines, driveshaft, etc.)
- Engine compartment fluid and leak inspection
- Clean / check battery and clean / check battery cables
- Fire suppression system inspection

[B level inspection / the mileage interval is every 6,000 miles](#)

- All elements in the A level inspection plus;
- Oil and filter change
- HVAC Freon level, filter change, function, test

[C level inspection / the mileage interval is every 24,000 miles](#)

- All elements in the A and B level inspections plus;
- Fire suppression inspections
- Inspection of fire wires and blow out lines semiannual

[D level inspection / the mileage interval is every 48,000 miles](#)

- All elements in the A, B, and C level inspections plus;
- Transmission service
- Air dryer rebuild
- Differential fluid change
- HVAC (leaks, filters, temperature checks, function inspections, brushes, and fan motor condition)

[6. Customer Amenities](#)

With the internet router being installed on each vehicle, we will be able to offer free Wi-Fi to each and every LAX FlyAway® customer. All of our vehicles have spacious legroom with lumbar

support for each seat. Seats will be comfortable for long distance rides to Union Station and Van Nuys. There will be restrooms in the vehicles. There will also be an AC & Air Filtration System in every vehicle.

7. [Vehicle Technology and Bus Tracking System](#)

Standard Offering

Each LAX FlyAway® vehicle will be equipped with the following technology and hardware:

- CCTV Security Camera system
- Masabi Fare Collection Equipment (ticketing system)
- GPS-enabled Driver Tablet (Mounted and connected to TransLoc software)
- Pepwave Routers (GPS tracking, WiFi, real-time data)
- Automatic Passenger Counters (APC)
- Signage (interior/exterior, headsigns, wayside)
- Automated Voice Annunciation (AVA)
- Infotainment System (in-vehicle monitor for ETA and airport info display)
- Rugged Tablets
- Badge scanners
- Air Purification System

Please refer to [Exhibit B: Backend System and Hardware](#) for complete details.

Standard Offering: Air Purification System

The COVID-19 pandemic has made all travellers wary and hesitant to travel, especially on buses. Ridership data released by LAWA suggests a steep decline in ridership and this similar trend is apparent across all major transit agencies in the United States.

As an industry leader in transportation safety, Bus.com recommends installation of air purification systems in order to curb passenger skepticism and instill peace of mind. The common feedback we get from installing these systems is that stepping onto the bus feels like you are “*walking in a forest*.” We believe that the air purification system will drastically improve the overall LAX FlyAway® customer experience, since any passenger would enjoy feeling refreshed after a long, tiring flight. Complete description of the product specifications and costs are available in [Exhibit F: Air Purification System](#) as well as in [this video presentation](#).

Optional Offering: Baggage Tag Terminal¹⁰

As presented in the LAX FlyAway® customer journey, Bus.com has collected best practices around the globe and proposes an implementation of checking in luggage upon boarding the bus. This provides riders additional convenience of not having to worry about forgetting bags on the bus and avoiding long check-in lines at the airport.

¹⁰ Disclaimer: please refer to the Cost Proposal section to see a breakdown of all Optional Offerings.

To implement this solution, we would work collaboratively with LAWA and airlines to establish a seamless process, from pre-boarding to bags arriving at the terminal pre-flight. Drivers can be trained to ensure all bags accepted conform with each airline's baggage allowance requirements.

B. Transportation Management and Operations

1. Operating Plan

For the LAX FlyAway® service, our operations will bring the same benefits that all Bus.com passengers currently enjoy:

- Award-winning 24/7 customer service that not only responds to passenger inquiries and concerns, but also goes above and beyond to empathize with the customers and find a solution together.
- Our zero incident safety record attests to our highest standards of operations and safety is never taken for granted at Bus.com.
- We are proud to have a 99% order-fill-rate. Bus.com always has a backup plan due to our large network of fleet operators. In case of an emergency or bus breakdown, we are the fastest to respond and dispatch additional vehicles and drivers to the requested location.

In addition to our standard service, we have developed the following plan for the LAX FlyAway® service:

- Bus.com has shortlisted two extremely qualified candidates for the General Manager position. We have been working collaboratively with both candidates to develop a proposed level of transportation service (headways, bus deployment schedule, variations). Each individual brings 30 plus years of transit experience working for one of the major transit agencies in the United States. Their expertise reduces all execution risk and brings all best practices around the country.
- The GM will report daily to the Van Nuys facility to oversee vehicles and drivers from the two operators we have selected for the contract- [Avalon and Corporate Coach Charter and Tours](#).
- The GM and his staff will also ensure daily and regular inspections of vehicles, drivers, and staff to comply with all state and federal requirements.
- The GM will work closely with LAWA to report regular on-site activities, as well as with the Solution Architect to integrate technology into the daily operations.
- The Solution Architect will ensure all technology (hardware and software) deployments are successful during the start-up phase of the contract.
- Bus.com's technology will empower drivers and other transportation staff to be on-time, maintain headways, and minimize operational inefficiencies. The dispatching system will be automated.
- We estimate ~170,000 annual transportation service hours.
- We will dedicate 27 vehicles to serve Union Station and Van Nuys routes. We will also house our on-site personnel team at our Van Nuys facility. We are prepared to increase vehicles to more than 300+.

SUMMARY		Monday			Tuesday			Wednesday			Thursday			Friday			Saturday		
Shifts	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	
MANAGEMENT:																			
General Manager																			
Operations Manager				X	X	X		X		X		X		X		X			
Maintenance Manager						X		X			X			X				X	
Safety Manager		X			X				X	X		X				X		X	
Training Manager					X			X		X				X			X		
TRANSPORTATION/STAFF:																			
Mechanics	X				X			X		X				X					
Mechanics		X			X			X		X			X						
Mechanics								X			X		X		X		X	X	
Mechanics					X					X			X			X		X	
Truck Drivers	X				X			X				X		X					
Customer Service Supervisor		X			X			X				X		X					
Customer Service Representatives					X			X		X			X			X			
Customer Service Representative						X		X		X		X		X		X		X	
Customer Service Representative		X			X						X			X		X		X	
Dispatch B1		X			X			X		X		X		X		X		X	
Dispatch PT								X			X		X		X			X	
Dispatch PT					X			X		X		X		X		X			
Dispatch PT					X			X		X		X		X		X		X	
Dispatch PT		X			X														
Dispatch PT								X				X		X					
Bus workers					X			X				X							
Bus workers						X			X					X		X		X	
Bus workers						X			X					X		X		X	
Count:	3	5	3	4	5	3	5	5	4	5	7	2	5	4	7	6	2	3	
Only total:	33			37			37		30			15		37		13			

LEGEND:

I - Graveyard Shift

II - Day Shift

III - Swing Shift

Please refer to Exhibit I

Let's begin with the training phase, each driver, dispatcher, and customer service representative will undergo detailed training designed to ensure the customer's experience exceeds their expectations. Training is a continuous and ongoing event which allows our staff to keep a fresh perspective while delivering excellence to our clients. The driver training is significantly more detailed with DOT regulations, equipment safety, operation protocol, customer service skills and security requirements as well as route knowledge and client needs. Their training is delivered in three ways, behind the wheel, classroom style and e-learning. By having a dual method of training, we can see in real time areas of improvement and can act on them to change the behavior before an incident could occur. The classroom delivery allows us to keep our drivers and safety team up to date on the latest DOT regulations, newest safety protocols, PPE (Personal Protective Equipment) protocols, as well as updates and changes to local and county requirements.

Bus.com ensures that operators adhere to ADA requirements outlined by the Federal Transit Administration for Fixed Route Service providers (DOT Regulations 49 CFR 27, 37, 38 & 39), including wheelchair-lift operations, priority seating and securement area and passenger boarding considerations.

The customer service training will also include working knowledge of dispatch, routes, timetables and how to address client concerns, and de-escalate situations while maintaining their professional demeanor. Our dispatch training, both e-learning and in-person, will include all the systems used to keep the timetables running at peak optimum, as well as customer service soft skills. Cross training of office staff creates an understanding that only comes from walking in another's shoes. It also allows us to create a cohesive team that works together and relies on each other for success each day.

[3. Emergency Response Plan](#)

Bus Breakdowns and Recalls

Bus.com's comprehensive maintenance program significantly minimizes vehicle downtime; however, in the rare event that a roadcall occurs Bus.com's team will be prepared to respond efficiently. Dispatchers use troubleshooting techniques to first attempt to talk the operator through correcting the issue. If the situation cannot be resolved, dispatch will call a third-party towing service to transport the vehicle to the maintenance vendor to handle repairs. If a replacement vehicle is needed, the maintenance manager will coordinate with dispatch to send another operator or supervisor to the field to transfer the passengers and resume the route. A vehicle breakdown form is completed for every roadcall and stored in the vehicle files. Information about the roadcall is also entered into the TransLoc fleet management system.

In addition, we are prepared to implement our backup plan for mass recall of vehicles due to natural disasters or facility fires should it become necessary. Our backup plan includes other approved partners who will have dispatch, contact center staff, drivers and vehicles at the ready. They will undergo the same rigorous training as our primary yards and will be able to fill in at a moment's notice. They will be able to cover vacations, increased demand, as well as any unexpected situations.

Emergency Risk Assessment

Bus.com also maintains rigorous risk assessment protocols to ensure the highest levels of safety for our passengers as well as our drivers.

Emergency Risk Assessments cover operational response in the event of both likely and unlikely occurrences. Operators are routinely trained on their adherence to Emergency Response protocols, and their ability to activate action plans. Drivers are trained to initiate immediate escalation, are incentivised for high-scores during drills as well as their execution in real-time implementation.

In addition to building plans to support safety, Bus places a high priority on business continuity. Emergency response plans will include SLAs to promote un-interrupted service, proactive resolution of issues prior to customer-impact and financial compensation where delays impact customer's ability to board.

Bus.com will adapt company plans to the unique requirements of LAX passengers, and submit that plan for review post-contract.

4. [Staff Scheduling](#)

The purpose of this plan is to show a high-level view of the roadmap that will be used to keep timetables on schedule, employees trained, up to date and ready to exceed the customer expectations.

Once trips are created and confirmed, dispatchers begin the process of organizing, refining the requests, and schedules for the LAX FlyAway® service. The scheduling team's primary focus is to follow ADA, FTA, and all other required guidelines for scheduled pick-up, drop-off, ride time, on-time, and system productivity. Using the TransLoc software, the Dispatcher will quickly and efficiently isolate service inefficiencies, offering immediate resolution to run safe, cost-effective schedules. Not only will they be able to find typical scheduling scenarios such as late departure / arrival times, illogical routing, and unrealistic speeds, they will have access to up-to-date performance calculations.

These calculations include productivity, estimated on-time, deadhead, slack, and trip grouping, all on a route-by-route basis and available to drill down more granularly to resolve potential impacts to performance. Dispatchers keep a practiced eye on routes before the day of service, ensuring proper groupings, reduced deadhead, reduced slack, and best routing.

After several iterations of scheduling, staff complete any remaining unassigned rides, confirm next-day route start, and end times, and work closely with management to coordinate Driver breaks, lunches, and splits to improve resource availability. Additional service management will include applying necessary changes to accommodate last-minute or unexpected shifts in demand and adjusting future schedules in anticipation of major events and/or inclement weather.

Drivers' schedules are created in 8-hour shifts. The goal is to minimize driver fatigue and burn out while ensuring we uphold the DOT drive time and on the clock time regulations. Breaks and lunches are scheduled in a way where overlapping will optimize coverage of the timetables and reduce chances of interruptions or cause delays in service.

5. Transition Plan

The Bus.com transition plan will be led by a PMP-certified expert experienced in handover transitions for large organizations. We will outline all the changeover activities to support a smooth transition, with a heavy focus on talent procurement.

Bus.com has scoped an ample budget for talent procurement and retraining that will position operators competitively. Additionally, we will dedicate additional experienced internal resources to support pre-launch activities.

Bus.com has replaced incumbents in both the event space as well as transit agencies, and has implemented large-scale turnover operations within less than 60 days of contract signing.

Once the contract has been formally awarded to Bus.com, we will contact the current operator's management team and request permission to speak with the person directly involved in the day-to-day operation. In addition, we will request permission to speak directly with their current employees. After receiving approval, all current employees of the operator will be invited to attend an "Open House" wherein they will have an opportunity to meet Bus.com Management Personnel and learn about opportunities at Bus.com. Bus.com personnel will be on hand to describe available positions, wages, and benefits. Job applications are distributed, and on-spot interviews are available for those interested.

During the transition phase, we will coordinate training schedules of current employees so it will not interfere with the current operator up until the contract expires. We pride ourselves on our integrity hence we do not poach the previous operators' drivers or employ their drivers before the date of termination to provide continuous uninterrupted service. All interviewing and training will be scheduled to cause as little impact as possible on the current operation.

The contractor's wage and benefit package is highly competitive, and we anticipate many of the current drivers will elect to join the new Contractor. In the event the current operator elects not to cooperate with us, we will place advertisements in local newspapers, online job search sites, and our own website inviting applicants to the Open House.

6. Workforce Motivation and Customer Service

What is our Mission for the LAX FlyAway® service employees?

Our mission is to provide high quality ground transportation services. To ensure a convenient, safe, reliable, and pleasant experience for all our customers. Bus.com is committed to providing high quality transportation services. This is accomplished through a strategic and talented workforce, continuous training, cost control and accountability, productivity and responsiveness, and strong emphasis on customer satisfaction. This dedication to produce the highest quality transportation services and to achieve outstanding customer satisfaction has sustained Bus.com's performance and has contributed to our being recognized for excellence throughout the transportation industry.

Workforce motivation

Motivation comes in many forms. Our goal is to drive positive behaviors with positive rewards. By recognizing the efforts made by our front-line employees, we show that we value them not just as drivers, but as a key component to the success of the business. That is why we will offer monthly and annual bonus rewards for on time performance, vehicle cleanliness, and customer service excellence. The determining factors will be based on client feedback, random vehicle checks and GPS tracking to determine on time performance. Some of the rewards will be monetary others will be PTO, advancements in their careers or prizes.

Customer Service Standards

Attitude

- Greet all customers in a friendly and professional manner.
- Always display a positive attitude toward passengers and fellow employees.
- Project a pleasant, friendly, and attentive demeanor and do not cross your arms to maintain an open, friendly posture always.
- Remain calm when encountering an upset customer, try to calm the customer, listen carefully, and show empathy with the customer's problem.
- Be capable of communicating clearly in English when in contact with customers.
- Refrain from using foul, profane, or inappropriate language always.
- Use proper and courteous vocabulary and tone of voice with customers. For example, use words such as "please", "yes", "hello" and "thank you".
- Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.
- Make every effort to satisfy customers' needs, even when those needs are outside your specific job scope.
- Address customers proactively - be friendly and approachable - anticipate customer's needs. Customers and passengers should not have to initiate contact.

Appearance

- Be well groomed, clean, and present a professional appearance.
- Wear only appropriate accessories, as determined by the employer, while on duty.
- Always wear name tags and official identification.
- Wear clean, neat, and pressed Uniforms while on duty.
- When speaking to customers, unless medically required, remove glasses to facilitate eye contact.

Knowledge

- Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- Convey accurate information using clear and understandable terms.
- When speaking with a dissatisfied customer, obtain the facts, state any applicable policy clearly and politely, and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to the immediate supervisor.
- Know where and how to obtain assistance to resolve customer questions or problems if language barriers arise.
- Know where and how to obtain assistance to respond to medical operation emergencies.

7. Operational Initiatives

Bus.com is committed to full and prompt reporting of all relevant information about operations, labor issues, performance metrics, response to complaints, service, and delivery. In partnership with LAWA, Bus.com will manage all services with complete transparency of its operations as well as that of its subcontractors. We will make all information available to LAWA as requested and work together to improve the overall transit system operation.

We invite LAWA representatives to set an annual agenda of priorities and benchmarks to report and track progress in achieving those goals. Our reporting and quality control procedures will equip all parties with the information needed to successfully monitor this contract, celebrate our successes, and create plans for areas of improvement.

Frequent and regular communications with customers on both a formal and informal basis are fundamental to the Bus.com's business philosophy. Our General Manager will institute regular operations meetings with LAWA staff to give updates, discuss concerns, and plan continued success. Bus.com will institute a monthly operations report, offering basic information on key metrics such as ridership, miles of service, service reliability, and passenger complaints. Much of the reporting will be automated by TransLoc's reporting capabilities as mentioned above in the Technology section.

We fully support LAWA's standards of service and strive to exceed these benchmarks for key daily performance indicators. Bus.com will work with LAWA staff to refine all data and reporting in a format you need to meet both the LAWA and DOT needs.

8. New Market Development

As mentioned previously in [Section I: Service Analytics and New Market Development](#), Bus.com will implement a process to conduct the required analyses to bring forth a data-driven recommendation for new markets. Bus.com has a team of transit planning and marketing professionals available to assist with the initiatives.

In terms of the fleet, we will be able to dedicate a specific number of vehicles and transportation staff through our vetted operator network to meet the required service level.

9. Additional Services, Amenities or Enhancements

Additional Service: First-Last Mile Electric Shuttle Service

Bus.com highly recommends operating a first/last mile shuttle service connecting LAX FlyAway® riders in geofenced zones around Union Station and Van Nuys LAX FlyAway® Terminals. This service would utilize a fleet of dedicated 100% electric passenger vans, including ADA options. We can offer this service as a free add-on to their LAX FlyAway® shuttle ticket, or at an additional fare according to LAWA's preference. This service would be available to riders with purchased LAX FlyAway® tickets or monthly passes that would be confirmed through the integrated LAX FlyAway® app.

This service would focus on connecting riders from their homes, hotels, local destinations, and transit hubs to LAX FlyAway® shuttle sites. They would be branded with LAX FlyAway® branding, or new branding if desired, and include a w2 employed and trained team of driver ambassadors, which will provide a ground-level marketing option to encourage further ridership and increase awareness of LAX FlyAway® services.

Vehicles - Electric Passenger Vans

We propose to use electric passenger vans built on the Ford Transit 350HD Passenger Van chassis (or similar) with electric drivetrain. These all-electric vehicles are available with warranty and ADA accessibility features. There are OEM options as well as Buy America compliant.



These vans can accommodate up to 12 passengers in addition to the driver. Bus.com can also implement advanced health and safety measures in line with County and State guidelines for post-pandemic recovery, such as limiting maximum occupancy to facilitate social distancing, installing physical barriers, requiring passengers and drivers to wear masks, providing PPE such as masks to drivers as part of their uniform, and implementing an advanced cleaning routine utilizing approved cleaning products. Given new updates to battery technologies, our team is confident that we can provide the service with 100% electric vans.

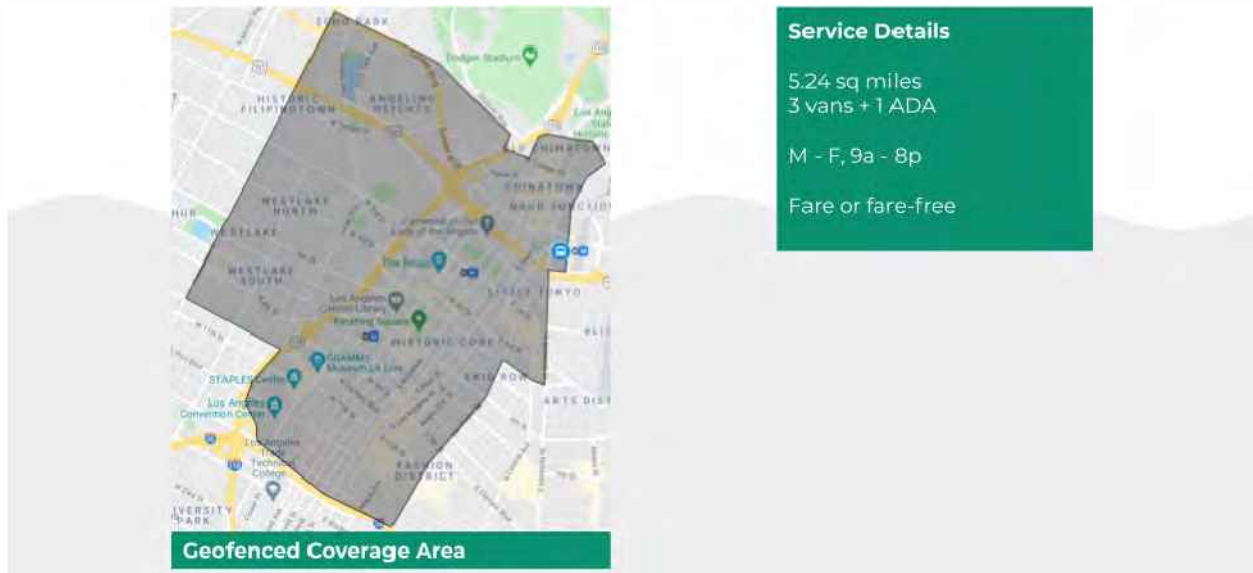
These can be self-branded for the LAX FlyAway® service, including full vehicle wrap, consistent with the rest of Bus.com's proposed fleet. Third party advertising options are also available through our Ad sales team, which would make sure vehicles remain easily identifiable as a LAX FlyAway® service.

Union Station Service

Based on LAWA data provided about passenger surveys and current ridership as well as available Census data, we have put together the following proposed coverage area.

Union Station Service

Riders can request a ride on-demand anywhere within the zone.



From the available data, we understand that Union Station riders tend to be international and out-of-region travelers as well as some local riders from the Mid-Wilshire area. We designed this zone to focus on densely populated nearby residential areas as well as local hotels and popular destinations such as LA Live, Staples Center, LA Convention Center. We also saw from LAWA provided data that peak times tend to be between 10a - 1p and 2:40p - 7:10p. Based on this, we developed a proposed schedule, though we are happy to work with LAWA on refining details of service.

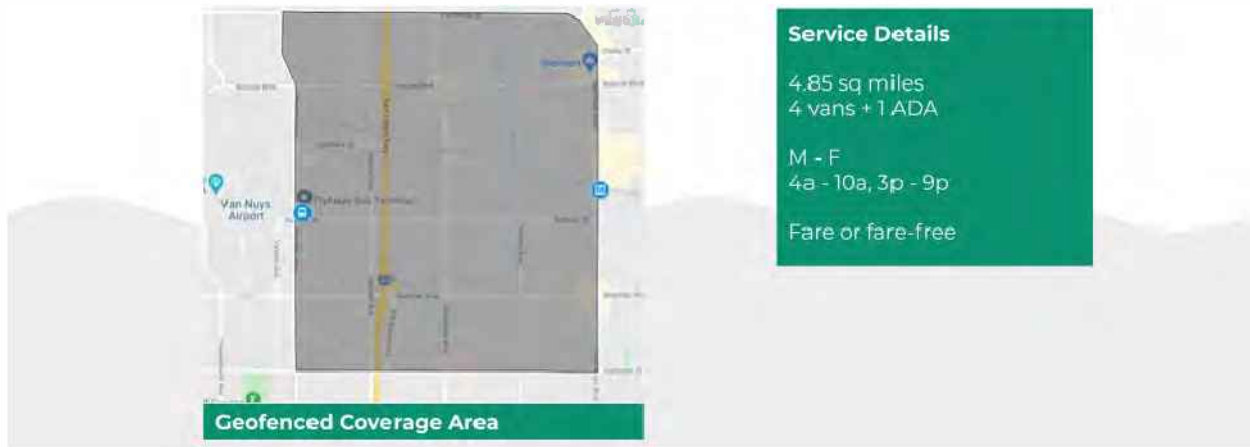
- Three (3) Electric Passenger Vans
 - Model year 2019 or newer
 - 12 passenger seats + driver, 0 ADA positions
 - Electric Vehicle - Level 2 charging
- One (1) Electric Passenger Van with rear loading wheelchair ramp
 - Model year 2019 or newer
 - 6 passenger seats + driver, 1 ADA position
 - Electric Vehicle - Level 2 charging

Van Nuys Service

Based on LAWA data provided about passenger surveys and current ridership as well as available Census data, we have put together the following proposed coverage area.

Van Nuys Service

Riders can request a ride on-demand anywhere within the zone.



From the available data, we understand that Van Nuys riders tend to live locally in the San Fernando Valley. We designed this zone to focus on densely populated nearby residential areas as well as the Van Nuys Metro stop. We also saw from LAWA provided data that peak times tend to be between 4a - 7a and 5:30p - 7:30p. Based on this, we developed a proposed schedule, though we are happy to work with LAWA on refining details of service.

- Four (4) Electric Passenger Van
 - Model year 2019 or newer
 - 12 passenger seats + driver, 0 ADA positions
 - Electric Vehicle - Level 2 charging
- One (1) Electric Passenger Van with rear loading wheelchair ramp
 - Model year 2019 or newer
 - 6 passenger seats + driver, 1 ADA position
 - Electric Vehicle - Level 2 charging

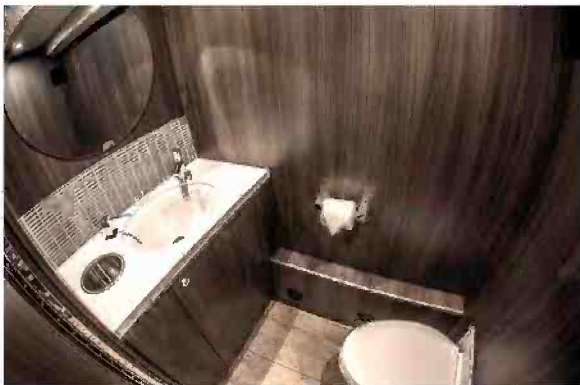
Amenities or Enhancements

Bus.com is interested in further enhancing the in-vehicle customer experience for the Union Station and Van Nuys routes. If LAWA desires, all of the proposed vehicles can be reconfigured to offer a more premium, comfortable experience to the LAX FlyAway® riders. We have identified a manufacturer who would work alongside Bus.com to reconfigure new or existing vehicles in our proposed fleet. Below are some sample pictures.

Premium configuration



Luxury configuration



We believe that to diversify rider groups and to lure especially the business travellers from the single passenger vehicles, LAX FlyAway® buses need to have more legroom, leather seats, and workstations. This would also be a way to attract business travellers and families that require more comfortable seating.

To mitigate risk in not having enough capacity after seat reconfiguration (55 pax -> 26 pax) on all vehicles, Bus.com can reconfigure 20% of the fleet while continuously analyzing passenger surveys and ridership data.

C. Staffing Plan

The goal of any worthwhile staffing plan would be to ensure you have a surplus of trained staff ready to handle all client requests, keeping operations moving without interruption. Our plan includes having that surplus, our advantage is that we understand by offering wages drivers can actually live on as well as a generous benefit package which includes paid time off, we will attract and retain additional quality personnel. With that said, we will be interviewing the incumbent staff after the end of the service period to offer them the opportunity to continue to service the client base they already know, while giving them opportunity to advance their careers as drivers. Our goal is to retain the highest percentage of incumbent staff possible. The following steps will be taken to ensure maximum success.

Bus.com will conduct a thorough analysis of current operations to determine proper staffing levels. This analysis includes:

- Documentation of employee turnover rates
- Observation of current staff's call-off tendencies
- Historical review of Projected overtime hours compared to actual usage
- Review of current wages and benefit packages in place

After staffing levels are determined, we will continue to monitor employee development, adjusting, as necessary. This includes:

- Planning of training classes for anticipated staff needs Training sessions on a continuous basis
- Management and adjustment of extra board operator hours (extra board are spare drivers not assigned to work, cover vacations, sick driver, etc), as needed Use of standby operators to review schedules with dispatch staff
- On-road training with road supervisors and substitute operators
- Continued review of probationary employee development

All these efforts allow us to better maintain costs, adhere to schedules, maximize on-time performance, promote professionalism, and meet all the stringent quality and customer service requirements.

Bus.com General Manager and team will also actively try to recruit and retain existing employees of the current contractor during the transition period. As stated above in our transition plan, we will host an open house and advertise driver and staff positions during the start-up phase of the contract and ensure compliance with the City of Los Angeles Worker Retention Ordinance.

If additional employees are required under this new contract, we will work with all local stakeholders, including local and state employment agencies, workforce development agencies, multicultural organizations, and Veteran Affairs and military outplacement programs to find community leaders who exemplify the ideals and standards of the Contractor team.

Below is a list of management and office staff, transportation staff, on-site customer service representatives, and other staff.

Vehicle Operator

- Reports to Assistant Project Manager; Dispatchers while on route
- Number proposed 69 FTE
- Responsible for Safe, reliable, and customer-focused transportation
- Accountable for Safety
- Consulted about Schedule adherence, vehicle performance, weather, and traffic
- Informed of Real-time challenges on the road

General Manager

- Department: Operations
- Collaborates with Bus.com Director of Partnerships
- Number proposed 1 FTE
- Responsible for Project and personnel management, service success, customer relations
- Accountable for Contract compliance and service performance
- Consulted about Recommendations for service changes, new contract scope items
- Informed of Changes to service, schedules, and policies

Operations Manager

- Department: Operations
- Reports to General Manager
- Number Proposed 1 FTE
- Responsible for Safety, On-time Performance, Fleet Cleaning, Proactive Communications, Employee Relations, Human Resources, and Customer Interface
- Accountable for Service performance
- Consulted about Recommendations for service changes, new contract scope items
- Informed of Changes to service, schedules, and policies

Safety and Training Manager

- Department: Safety
- Reports to General Manager and Director of Customer Service
- Number Proposed 1 FTE
- Responsible for Safety policy enforcement, safety meetings, safety reporting
- Accountable for Location operational safety record, confirmation of fully trained workforce
- Responsible for Operator training, accident investigation

- Accountable for Location operational safety record, confirmation of fully trained workforce
- Informed of Changes to regulations and policies, individuals, and areas requiring retraining based on DriveCam events, complaints, and performance

Road Supervisor

- Department: Operations
- Reports to Assistant Project Manager
- Number Proposed 6 FTE
- Responsible for Operator evaluation, operator mentorship, on-road accident/incident response, site evaluations Accountable for Completion of on-road evaluation and incident response/reporting
- Consulted about Trends in operator performance and required coaching Informed of Changes in road incidents response procedures

Dispatcher

- Department: Operations
- Reports to Assistant Project Manager
- Number Proposed 6-7 FTE
- Responsible for Managing all operator duties, service reliability, on-time performance, response to on-road incidents.
- Accountable for Assessing fitness for duty, unplanned changes that affect performance, such as route detours and heavy traffic
- Consulted about Operator absences, changes to routes start and end times Informed of Vehicle exchanges, maintenance pull, and submission of defects noted on DVI form, service reliability, on-time performance, response to on-road incidents.

Maintenance Manager

- Department: Maintenance
- Reports to General Manager
- Proposed 1 FTE
- Responsible for Ensuring the safe and effective operation of service vehicles to protect and maximize the useful life of the fleet
- Accountable for Maintaining vehicles, facility, and overseeing the process of maintenance record keeping
- Consulted about Compliance with all OEMs, City, and CONTRACTOR standards of safety, operation, and appearance
- Informed of Changes to daily pull-out vehicle needs

A-Level Technician

- Department: Maintenance
- Reports to Maintenance Manager
- Number Proposed 2 FTE
- Responsible for Performing the most difficult repair tasks
- Accountable for Diagnosis, inspection, and repair completion

- Consulted about Repairs completed by and supervision of subordinates
- Informed of Daily repair needs and assignments

B-Level Technician

- Department: Maintenance
- Reports to Maintenance Manager
- Number Proposed 1 FTE
- Responsible for Performing a variety of preventive maintenance and minor repairs
- Accountable for Completing work orders and preventive maintenance forms for all repairs
- Consulted about General maintenance repair needs Informed of Daily changes in proactive and reactive repairs

C-Level Technician

- Department: Maintenance
- Reports to Maintenance Manager
- Number Proposed 5 FTE
- Responsible for Performing a variety of minor repairs
- Accountable for Completing forms for all repairs
- Consulted about General maintenance repair needs
- Informed of Scheduling for ongoing minor repairs

Team Organization

Bus.com is allocating key personnel to this deployment for LAWA. The cross-functional team comprises experts from Business Development, Operations, Project Management, Customer Service, and Executive Management, all of whom have extensive experience in providing scalable and flexible transportation solutions.

1. [Pre-Implementation](#)

When Bus.com is awarded the project, our project team, led by Justin Park, will manage Bus.com's responsibilities and Bus.com project deliverables, including any operational integrations with the existing LAWA operations. **Justin Park will be the primary point of contact for LAWA throughout the delivery process.**

Bus.com's high-energy team will dedicate as much resources as possible to ensure a smooth delivery of the new service. Justin will lead the discovery process with LAWA and our subcontractors to understand the vision and objectives of the service. Once the service requirements are finalized by LAWA, we will provide an overall project implementation timeline and start the implementation process.

2. [Post-Implementation](#)

Once the solution is implemented and operation begins, Bus.com's General Manager will establish ongoing channels for the contact between Bus.com and the LAWA team and oversee day-to-day contact. Additionally, the GM will establish processes with appropriate LAWA personnel, so these teams can jointly perform the detailed quality assurance process. The parties will also designate a preferred LAWA contact(s) and communication channel to help solve any future data issues. Parties will also designate a preferred LAWA contact(s) and communication channel to help solve any future data issues.

In conjunction with our partners, we have identified key personnel from each partner with specific roles and responsibilities. We will have a technology implementation team composed of individuals from **TransLoc and Masabi**. We will have personnel from **Circuit Transit** who will be mainly responsible for first and last mile electric vehicle solutions and bus wrap advertising. Lastly, we will have personnel from **The Forrest Group** who will be mainly responsible for influencer marketing.

Project Operations Organization Chart

The Project Operations Chart demonstrates the proposed organizational structure, with lines of accountability, responsibility, and communication, for the daily operation. The key personnel have been identified for all management positions.



Team Experience

Proposer/Proposal Bus.com Team Description

1. [Bus.com Overview](#)

Bus.com is the largest community of local operators powered by technology that offers on-demand passenger transportation using its flexible fleet.

Through our advanced technology and award-winning customer service, we are modernizing the bus industry to provide service across North America that is safe, easy, and affordable. Bus.com is an expert in running large operations having the ability to provide scalable solutions to our customers. We have been awarded long-term bus transportation contracts with In-n-Out Burger, HomeChef, YMCA, Cirque du Soleil among many others.

Proven Leader in Transportation-as-a-Service (TaaS)

Bus.com has evolved from a ride-sharing platform to an industry leader in whole bus rentals, working with groups both large and small. Bus.com has the largest existing network of transportation partners across North America, with deep connections in North America's bus and motorcoach network with a core focus on over 3,500 small motorcoach operators (90% of the industry) and thousands of private school bus operators who provide charter services besides their regular school bus routes.

We take the untapped potential of private charter buses to offer flexible and efficient transportation solutions to municipalities and transit authorities in markets where we are already present. A recent example is our flexible route solutions in North Carolina ([link here](#)).

Bus.com at a Glance



Fast Growth

CAGR 240% since inception



Customer Delight

85 NPS, Zero accidents since inception



Community Leader

17M lbs of CO2 saved, ISO 14 064-1 compliant

Complex Project Experience

Can move large groups in very short time frames (i.e. disaster reliefs, moving military personnel)

Family federation (religious event) with **250 buses and over 10,000 passengers on one single day** in one event location (moving everyone in 30 minutes!)

Experience in running flexible bus route networks

Flexible bus route network from 20+ communities to and from Canada Rock with the Rolling Stones in Barrie (2019), **7000 passengers on over 175 buses**

2. TransLoc Overview

Since 2004, TransLoc has supported clients with fixed-route solutions at over 900 locations across the United States and Canada, including transit authorities, major airports, municipalities, universities, medical centers, employee shuttles, and other fleet tracking and passenger counting operations. TransLoc's core service has always been making it easy to ride the bus by providing GPS tracking services and applications for riders as well as fleet tracking administrative services for managers and dispatchers. Our fixed-route (CAD/AVL) experience in data:

- **Over 10,000 vehicles tracked** as of October 2020.
- **600 million annual** fixed-route rides.
- Total mobile application downloads: **over 2.6 million** unique app users
- **Over 40 partners** across multiple services and operators

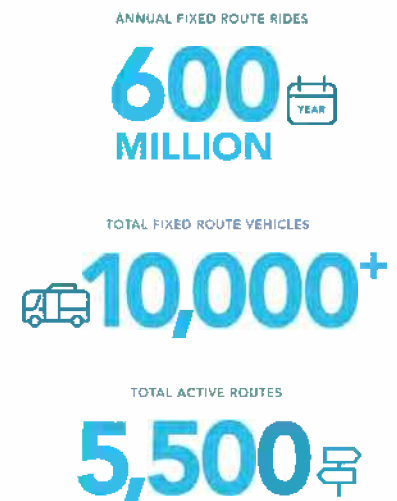
As technology evolved, so did TransLoc. Types of services offered today include: Fixed-Route Hardware and Software solutions, On-Demand software, Trip Planning, Multi-Modal Applications, Mobile Payment Integrations, First/Last Mile solutions and professional services. Our product suite is built on four pillars:

1. **Fixed-Route Operations** - daily fixed-route operations management
2. **Route Management** - planning, creating and managing the core transit system*
3. **Reporting & Analytics** - understanding the system and making it better
4. **Demand-Response Operations** - daily on-demand/microtransit operations management

**Professional services capabilities from service planning and design to marketing and data management.*

Each of these pillars works with the others to create a fully-unified experience capable of delivering on the real promise of seamless mobility: all of the modes, all of the trips, and all of the solutions in one place. This, along with our professional service offerings allows transit providers to be at the core of their communities needs today while positioned to transition easily to the emerging transportation modes of the future. TransLoc continues to invest in customer success with professional implementation services and in-house customer support. Together, TransLoc and Ford are ushering in the future of mobility with flexible solutions designed to deliver the ultimate rider experience.

TransLoc is experienced at implementing, training, and continually supporting clients and looks forward to the opportunity to partner in this endeavor.



Personnel Experience

a. Transportation Operations and Services



Maxie Lafleur, CPA, CA

CEO at Bus.com

12 Years of Experience

www.linkedin.com/in/maxielafleur

President and CEO of Bus.com since March 2020, Maxie Lafleur has extensive experience in digital, growth, business transformation, mergers and acquisitions and business development, internationally. She is also a member of the board of Directors and risk committee of Investissement Quebec, a large-scale governmental institutional investor in infrastructure, technology and transformation. Maxie previously held several management positions at CAE, the largest civil aviation training organization in the world, which include Global Finance Director of the company's live aircraft training business and Manager of Strategic Partnerships, Mergers & Acquisitions. Maxie began her career at KPMG in audit and consulting. In 2021, Maxie was nominated as one of Quebec's "Power Players" by the digital publication The Peak. Ms. Lafleur holds a Masters degree in accounting from the John Molson School of Business at Concordia University, and also completed the Fintech Executive program at Saïd Business School in Oxford, UK.



Oleh Kaluzny

VP, Business Development at Bus.com

24 Years of Experience

www.linkedin.com/in/olehkaluzny

Oleh is highly experienced in business development, corporate finance, and team leadership. Over the last 24 years, Oleh has held several key leadership roles in transportation and technology companies including Senior Director of Strategic Business Development and Partnerships at CAE (largest civil aviation training organization in the world). Strongly recognized for his ability to develop complex partnerships, Oleh successfully structured partnerships with a total value over a billion USD with Emirates Airlines, Air Canada, AirAsia, Avianca, JAL and Asiana Airlines (to name a few). He has developed numerous diverse multi-disciplinary technological solutions in various fields – from solar energy and pilot simulation to transit, from consumer to enterprise, SaaS, and B2B.

Maxie and Oleh will provide general oversight of the LAX FlyAway® contract.



Justin Park

Director of Partnerships at Bus.com

5 Years of Experience

Approximately 100% of Justin's time will be devoted to this project.

Justin joined Bus.com in 2020 to lead the Request for Proposals team for the Americas and manage new and ongoing customer relations by performing business needs discovery and designing solutions that meet the customer's transportation needs. Justin has over ten years of experience in project management and business development, across various industries including solar energy and transit. Justin is a Fulbright Scholar and holds a B.A. in Political Science from UCLA and an M.B.A. from McGill University.

Justin will be the primary contact for LAWA throughout the delivery process and will be overseeing partnerships with Bus.com's technology and marketing vendors.



John Myers, J.D. PhD

General Manager (candidate) at Bus.com

30+ Years of Experience

100% of John's time will be devoted to this project.

John is a transit management professional who has managed several multi-modal and Fixed-Route operations, and large Paratransit operations with over 25 years of upper level management experience. John is a lawyer by trade (California State Bar) and a United States Veteran. Throughout his career, he has held key positions for the largest transit agencies such as Dallas Area Rapid Transit. He has managed and prepared budgets as large as \$65 Million Dollars and oversaw on average 50 buses and 100 employees.

If selected, John will be the primary On-Site contact for LAWA throughout the contract term and lead a team of other management staff, dispatch, mechanics, and drivers.

b. [Booking and Ticket Sales](#)



Sara Poulton

VP of Global Services at Masabi

28 Years of Experience

Approximately 10% of Sara's time will be devoted to this project.

As Head of Services for Masabi, Sara is responsible for service delivery, account management and support services, ensuring that Masabi's customers receive seamless implementation and ongoing support for their mobile ticketing platform initiatives. Sara has successfully developed professional services and consulting teams, and has also served as a VP of Marketing and Director of Product in a variety of enterprise B2B companies, and also successfully launched mobile applications for sales enablement.



Krina Upadhyay

VP of Global Services at Masabi

10 Years of Experience

Approximately 10% of Sara's time will be devoted to this project.

With 9+ years of experience, Krina has spent the last 5+ years in Product Management roles in launching Mobile Apps, App integration and Payment integrations for one of the largest Commuter Public Transit Agencies (i.e. New York MTA).

c. [Data Collection, Technology Provision, and Market Analytics](#)



Gregory O'Cavson

Solution Engineer at TransLoc

10 Years of Experience

Approximately 20% of Gregory's time will be devoted to this project.

Gregory (Solutions Engineer) would bring their consultative and technical skills to aid the client. Gregory has a decade of education experience as well as four years in customer experience which make him uniquely qualified to align the technical support with the onboarding software training. The focus of the Solutions Engineer will be to assist with data extraction and review to support the client through the optimization cycle. **The goal of the Solutions Engineer is to assist agencies in developing, troubleshooting, and understanding the products and services offered by TransLoc so that they can move toward implementation.**



Matthias Tankersley

Implementation Specialist at TransLoc

4 Years of Experience

Approximately 20% of Matthias' time will be devoted to this project.

As the Implementation Specialist, Matthias is responsible for the delivery of the TransLoc backend system. The Implementation Specialist oversees all aspects of software setup and configuration and hardware procurement, configuration and installation (if required). They provide customer support and facilitate training during system implementations. They think about projects holistically and provide guidance and execution around delivery. The Implementation Specialist leverages cross-functional partners from hardware, finance, product and other necessary departments to ensure timely and efficient delivery of services. Matthias has implemented TransLoc systems for major transit agencies such as LYNX (Florida), Bloomington Public Transportation (Indiana), and Port of Seattle (Washington).



Talon Thornton

Hardware Technician at TransLoc

11 Years of Experience

Approximately 20% of Talon's time will be devoted to this project.

Talon Thornton (Hardware Technician) will be responsible for installation and configuration of hardware to ensure that products pass through rigorous testing requirements on-site. Additionally, while on-site, they will provide guidance for troubleshooting and other technical information that customer staff need to be aware of. Talon has provided overall hardware support for major transit agencies such as Salt Lake City Airport (Utah), Gulf Coast Center Texas City, and Texas State University.

d. Fare Analysis and Program Development



Akili Atherley

Mobility Manager at Bus.com

3 Years of Experience

Approximately 100% of Akili's time will be devoted to this project.

Akili joined Bus.com in 2021 to lead the transit planning and design efforts for Bus.com's transit segment customers. She has worked on a major proposed public transportation infrastructure project in Montreal - the Pink Line - which included the development of an equity analysis to ensure that this project would serve economically disadvantaged neighbourhoods in the city without adequate access to public transportation. She built multiple travel time matrices for four different time periods which measured the benefits of the proposed pink line such as time reduction and accessibility gains for different variants of the line's location. She is the in-house expert in ArcGIS, new mobility service marketing, fare analysis, and service design planning. **She will be a key point of contact for LAWA on Bus.com's team to lead the discussions on service optimization for the Union Station and Van Nuys routes, as well as future developments of routes and first-and-last-mile on-demand projects.**



Austin Jude Stanion

Planning and Design Lead at TransLoc

4 Years of Experience

Approximately 20% of Gregory's time will be devoted to this project.

Austin (Planning & Design Lead) can bring his experience as an American Institute of Certified Planner (AICP). **Austin will work cross functionally with agency personnel and Bus.com's Mobility Manager to plan and design new markets or future On-Demand services.** This will allow project implementation to remain client-focused. Austin can assist agencies in solving common on-demand deployment challenges such as cost estimations, determining project resources, and common system design to-dos. Austin successfully aided in transit planning for major agencies such as Napa Valley Transportation Authority, Minneapolis Metro, and Emory University. He has also worked for the City of Los Angeles at the Mayor's Office of Budget and Innovation to assist with GIS mapping and data analysis.



Daniel Kramer

Vice President of Operations & Business Development at Circuit

8 Years of Experience

Daniel will be the lead in preparing for and launching the optional on-demand operations and will oversee local managers during operation, oversee ongoing maintenance, and coordinate any changes to service such as service expansion. He has been an integral part of launching service in several markets, as well as assisting in managing operations across the country and focusing on national quality control. He completed certification in Sustainable Business Strategy from Harvard Business School and received his BA in Communication with a minor in Business Administration from The University of Arizona. Daniel is based in Los Angeles. **If LAWA is interested in launching the On-Demand service, Daniel will work closely with Bus.com's Mobility Manager to carry out planning and launch.**

e. [Bus Operations and Service Management](#)



Nancy Clabots

Director of Customer Service at Bus.com

30+ Years of Experience

Approximately 30% of Nancy's time will be devoted to this project.

Nancy joined Bus.com in 2021 and brings her 30+ years of excellent customer service to the Bus.com family. She has dedicated the last 10 years in the transportation industry serving clients from high profile professional sports teams to student organizations. Her reputation in the industry has earned her many word of mouth clients who experienced her dedication to excellence while handling their transportation needs. Nancy has taught numerous customer service soft skill classes in multiple companies, written ad-hoc training materials designed to increase client satisfaction and improve KPIs as well as authored a technical manual for tracking software. Her contact center background allows for valuable insights for our teams. **For LAWA, Nancy will directly liaise with the Bus.com GM and be mainly responsible for resolving customer complaints and further training.**

f. [Customer Insights and Marketing](#)



Allen Forrest

Marketing Director at The Forrest Group

20 Years of Experience

Approximately 100% of Allen's time will be devoted to this project.

Allen is the Founder and CEO of the Forrest Group. He is a United States Veteran, a UCLA graduate and has recently been featured by Forbes Next 1000. He has led large-scale marketing efforts on behalf of some of the biggest brands, such as Disney, Singapore Airlines, Nikon, Red Bull, and Sony Pictures. He has strategic partnerships with multi-billion dollar airport advertisers (i.e. Lamar, Clear Channel) to offer in-terminal and airport lounge advertising. **For LAWA, he will be Bus.com's main partner in leading our digital media marketing efforts to conduct market research, brand development, influencer UCG, and film production.** Allen is based in Los Angeles.



Alyssa Fedak at Circuit

National Sales Executive at Circuit

10 Years of Experience

Alyssa is a sales and client partnership executive at Circuit with a focus on West Coast clients and brands. She has led out of home advertising targeting for the West Coast, including campaigns in Circuit's Los Angeles and San Diego markets during the pandemic. She also assists with national strategy. A graduate of Rutgers University, Alyssa has 8 years of Outdoor Media strategy, planning, buying and selling experience, including bus advertising. Her passion for advertising makes sure brands' objectives and needs are met for each campaign. Alyssa is based in Los Angeles. **If LAWA is interested in bus wrap advertising, Alyssa will be Bus.com's main partner in execution of bus wrapping design, brand partnerships, and other advertising.**

References

In order to comply with the maximum number of pages (10) allotted for this section, we have moved the Bus.com references to [Exhibit H: References](#). Below is a reference from TransLoc.



Airport Fixed Route

United Airlines at O'Hare International Airport (OD) | Chicago, Illinois

America's eighth largest airline in the world in 2021, United Airlines continues to innovate for both customers and their employees. O'Hare International Airport serves as a hub for United, and is constantly evolving through new expansions, additional point-to-point routes, satellite terminals, and ground transportation route changes. In 2018,

United's focus was improving the employee experience, serving 65,000 employees with 700 flights daily*. When a new employee parking lot was established, United took the opportunity to implement TransLoc's fixed-route services and create a white-label United app to provide accurate real-time tracking for employees and dispatchers.

"TransLoc's software was accurate and spot on, just as the other competitors, you were the ones that really served us. TransLoc had excellent customer service with quick turn-around times."

Brian Weston, Airport Operations -
Meta Business Partners Manager




CASE STUDY

GOALS

- Improve reliability of shuttle for United employees, while also providing GPS location to dispatchers
- Provide real-time arrival tracking information to employees, even when schedules remained fluid
- Maximize capacity of shuttles

OUTCOMES

- Employees no longer had to chase after a shuttle, wait times from 15-45 minutes, reduced to consistently less than 5 minutes
- United employee app has 30,000 downloads and a 4.5 star rating in the app store
- Included a landing step, which resulted in improved bus capacity

2018

Partnered with TransLoc

30*

Wait time

<5 min

Average wait time

*per day



NOT IN TOUCH WITH US ONLINE



OFF EMAIL US

Inclusivity Plan

Bus.com is proud to partner with **The Forrest Group, which is certified ACDBE, DBE, DVBE, MBE, LSBE, SBE company**, to meet all of LAWA's mandatory business enterprise participation levels. The total allocated budget for The Forrest Group is \$213,500, which is above the minimum allocation requirements set by LAWA.

- SBE - 10%
- LBE- 3%
- LSBE- 2%
- DVBE- 1%

If LAWA decides to not include marketing costs as part of the new service, we have also identified the following disadvantaged business enterprises to participate in the Bus.com contract.

- **Anchor Supply, Inc.**
 - 2417 Front St, West Sacramento, CA 95691
 - DVBE Certified
 - Services: PPE products, wholesale products, G&A products
- **Hunter Tires**
 - 5584 Imperial Hwy, South Gate, CA 90280
 - DVBE, SB Certified
 - Service: Tires, Tire change service

Driver diversity hiring plan

Bus.com is committed to maintaining a diverse workforce at all levels. Having a diverse workforce contributes directly to the achievement of our mission by bringing a wide variety of perspectives and approaches to our work. Furthermore, we recognize diversity as a catalyst for new ideas and innovation, helping us to solve not only the problems of today but also the challenges of tomorrow.

The rationale for increasing diversity among our workforce is directly related to our company's mission. It is the policy of Bus.com to prohibit discrimination and to ensure equal employment opportunity for all applicants and employees without regard to race, colour, religion, sex, sexual orientation and genetics, national origin, age or disability.

Our strategic focus is to achieve a culture of excellence by building on our positive culture and the strong commitment we have to supporting our employees. Our objectives are to ensure a work environment that supports and encourages diversity; to be perceived as an employer of choice for identified groups; to treat our employees with respect and demonstrate awareness of diversity issues through their conduct. We aim to develop and retain diversity within our group

and to ensure that our workforce composition reflects the representational levels for the identified groups consistent with the North American workforce.

We recognise that little can be achieved without great people, and maintain considerable interest in diverse candidate pools. Bus.com aims to be exemplary in terms of attraction and recruitment, development and retention of current and new employees. We position ourselves with collaborators, partners and drivers who uphold the same standards and values within their respective businesses and industries.

Cost Proposal

Our proposal is constructed to maximize the earnings and return of the services on behalf of LAWA by making the marketing budget dynamic to never exceed a percentage of fare revenues.

See Exhibit J: Cost Proposal Forms

It consists of the following sections:

Services	Cost driver	Fee (USD)
Set up fees (Note 1)	Fixed	\$1,255,318
Management and Technology (Note 2)	Fixed	Annual recurring \$1,747,076
Operations (Note 3)	One way trip	Union \$127 Van Nuys \$134
Marketing and customer insights	Revenues	The higher of: 1) \$150,000 annually; and 2) A performance fee applied on the fare revenue exceeding \$12M : 2.1) 5% of annual fare revenues on the tranch of \$12M-\$15M 2.2) 8% of annual fare revenues on the tranch of \$15-18M 2.3) 10% of annual fare revenues on all annual fares above \$18M+

Note 1: This pricing is based on a level of service of 83,950 total yearly trips (47,450 trips for Van Nuys and 36,500 trips for Union). The pricing can be adjusted for a lower or higher level of service.

Note 2: The fare transaction fees are 3% and are not included in the Fees above.

Note 3: Fuel costs are excluded in the Fees above. We estimate the cost to be at \$18 / trip for Van Nuys and \$17 / trip for Union based on current prices of gas as of submission.

Projections of LAWA financial impact

Based on the ridership figures released by LAWA in Addendum 1- Attachment B- Additional LAX FlyAway Data.PDF, we estimate the following service fare revenues and cost based on our current marketing efficiencies:

LAWA - Combined Union and Van Nuys					
5 year P&L					
Year	1	2	3	4	5
Estimated revenues	20,569,032	25,919,187	27,293,497	28,784,033	30,339,771
Transaciton fees	617,071	777,576	818,805	863,521	910,193
Bus.com marketing fees	646,903	1,181,919	1,319,350	1,468,403	1,623,977
Bus.com operational & tech fees	12,766,015	12,906,201	13,004,754	13,110,791	13,218,891
Fuel	1,481,556	1,481,556	1,481,556	1,481,556	1,481,556
Total costs - Before initial costs	15,511,546	16,347,252	16,624,465	16,924,272	17,234,617
Recurring net operating income	5,057,486	9,571,935	10,669,032	11,859,761	13,105,154
	25%	37%	39%	41%	43%
Initial costs	1,255,318	-	-	-	-
Net operating income	3,802,168	9,571,935	10,669,032	11,859,761	13,105,154
	18%	37%	39%	41%	43%

We did not account for any potential benefits of additional routes that we may decide jointly to add.

Optional Costs

- **Microtransit Simulator for New Market Development:** \$81,862 start up fee
- **First and Last Mile Electric Shuttle Service:** \$1,311,700 per year

Optional Costs to be scoped in collaboration with LAWA:

- Customer Loyalty Program
- Point of Sale & 3rd party API integration
- On-Demand Integration for Trip Planning
- Dynamic Pricing Payment Support
- Seat Reservation System
- In-Vehicle Baggage Tag Terminal

Closing Statement



The best mobility solution partner

Thank you for the opportunity to present our proposal. We are impressed with the vision demonstrated by the Board of Airport Commissioners in issuing this ground breaking request-for-proposal. We are very excited to develop this partnership with LAWA to create the ultimate rider experience. Our proposed solution will make LAX FlyAway® the most convenient option: time-saving, friction-less, and stress-free for the riders.

Throughout all our partnerships, we demonstrate flexibility and value long term relationships. We recognize that in every complex project there can be problems, and we work diligently to find solutions together with our partners. In this partnership we will work collaboratively with LAWA to continuously improve the service and financial performance including as new technologies emerge and electric autonomous vehicles are introduced.

Your transportation operation has a tremendous importance to us and accordingly will deploy all necessary resources focused on making this a massive success. We look forward to executing the LAX FlyAway® Services contract with LAWA. Together we are uniquely positioned to generate excitement and a positive experience for this service.

We are confident that we will be your best mobility solution partner!

Sincerely,

Oleh Kaluzny

A handwritten signature in blue ink, appearing to read "Oleh Kaluzny", with a long, sweeping horizontal line extending to the right.

Exhibit A: Information Security and System Support

Masabi- Frontend System (LAX FlyAway® Passenger App)

Masabi operates Justride as a hosted multi-tenant cloud native service - one version of the software platform handles all agencies within a given region, with configuration determining which features each agency offers. The security aspects can be broken down into the platform and those external entities that access the Justride platform outside of the perimeter.

Starting with the platform, Justride has been built to make use of the very latest cloud development tools and support services - it is not simply legacy software that happens to be hosted on Amazon.

Masabi leverages key security services from AWS to help protect the Justride infrastructure. These include:

- **AWS Shield** is a managed service that provides protection against Distributed Denial of Service (DDoS) attacks for applications running on AWS. AWS Shield provides additional protections against sophisticated and larger attacks for applications running on Amazon EC2, Elastic Load Balancing (ELB), Amazon CloudFront, which Masabi's Justride platform is built upon.
- **AWS Web Application Firewall (WAF)** helps protect web applications from attacks by configuring rules that allow, block, or monitor (count) web requests based on defined conditions that you define. These conditions include IP addresses, HTTP headers, HTTP body, URI strings, SQL injection and cross-site scripting. As the underlying service receives requests for your web sites, it forwards those requests to AWS WAF for inspection against your rules. Once a request meets a condition defined in your rules, AWS WAF instructs the underlying service to either block or allow the request based on the action you define. AWS WAF is tightly integrated with Amazon CloudFront and the Application Load Balancer (ALB), services that AWS customers commonly use to deliver content for their websites and applications.

All databases holding sensitive customer data are encrypted at rest. Data resides within Masabi's firewalled Virtual Private Cloud in Amazon AWS, with live redundant copies across multiple locations and daily offsite backups.

Masabi has instigated robust vulnerability and scanning processes designed to ensure that Masabi servers and data are kept safe from vulnerabilities and exploits. Regular vulnerability scans are run both internally and externally to platform deployment in AWS. Any High risk & Critical vulnerabilities are resolved with high priority. Lastly, both internal and external penetration tests are performed at least annually and also when Masabi implements a change that may significantly impact overall system security.

There are three main entry and exit points to consider when accessing the Justride platform as described below:

- Rider clients
- Transit agency e.g. Validator, entry into the hub, partner portal
- Payments network.

Both the rider and the transit agencies from a security point of view are considered to be untrusted external entities who will access the Justride platform via devices such as web portal, mobile clients and validators.

Riders - To mitigate fraud on the mobile ticketing Masabi tickets incorporate a visual watermark of animated elements following a cryptographically derived unpredictable sequence of colors, which can be used by staff to confidently and quickly determine the authenticity of tickets without barcode scanning. In addition, if customers were to screen share the ticket, Masabi has mechanisms in place to black out the ticket on the secondary device.

Transit Agency - Entry points for both the Transit agency are via an API into the Justride platform. All connections to Justride servers - via API or through the Hub UI - are HTTPS conforming to the latest TLS 1.2 protocols(in addition MQTT is supported for the JRV, ensuring secure transit of all personal data, and authentication is managed using asymmetrically signed secure JSON Web Tokens. Passwords are always stored as the hashed format. In addition, when onboarding new transit agencies, IP whitelisting adds another layer of protection to limit the source IP addresses.

Payments - The Justride platform is fully PCI DSS level 3.2 certified for unlimited transaction volumes, formally audited with manual penetration tests on an annual basis and assessed by Masabi's QSA on a monthly basis. All releases into the live environment are accompanied by formally tracked code reviews, static analysis and a full suite of vulnerability scans. All Masabi staff are trained frequently in PCI requirements, including development training that encompasses the latest OWASP top vulnerability list and other appropriate sources of security information.

Masabi's adherence to the strictest security rules should provide confidence that all data will be handled with appropriate care and that Masabi's internal processes are secure.

1. Training and Deployment

The Justride deployment program is designed to provide an organization with the education and processes required to provide inbound support to the ridership, using a Train-the-Trainer model.

Masabi will work with LAWA's Customer Care team to prepare them for go live readiness. This includes a review of internal training materials, review of Top Inbound Incidents by module, training on Incident Management processes and a standard Troubleshooting Guide for technical related questions. In addition, it will also staff a support engineer for a temporary timeframe at the agency's customer care center in a shadow manner. On an ongoing basis, Masabi will conduct a weekly or monthly Support Ticketing review to ensure that all support tickets are resolved, escalated or communicated internally for resolution.

Masabi provides training in person or via a web based Online Learning Solution. Online learning modules are customized to the agency's preferred workflow allowing each role within the organization to consume relevant information with a scored workbook to aid in material understanding and benchmarking. The program covers all aspects of Justride and Masabi including core modules, go to market planning guidelines, technical troubleshooting, hardware installation and usage, and any other specific requirements for deployment.

Materials are available in a variety of languages, supporting regional or local needs. Individual aids e.g. driver flashcards for Visual Inspect are available via the Masabi Training Consulting Team as part of the overall Training Scope.

2. Ongoing Support

Masabi's Services Team is regularly cited by clients as one of Masabi's strongest attributes. Masabi provides a particular emphasis on supporting its agencies not only during project delivery, but throughout the life of the contract. As a result, Masabi has maintained an excellent track record of contract extensions and renewals, and many agencies have opted to further extend their deployment of the Justride platform.

Masabi has firmly established itself as a best-in-breed provider as one of its core pillars. Because Masabi has chosen to focus on one service - fare collection - Masabi is able to devote all resources to developing cutting-edge products and supporting its clients. This allows Masabi to focus on what it does best - deploying and supporting mobile ticketing - and agencies to focus on what they do best - delivering efficient rail and bus service for passengers.

Masabi understands the requirements to support LAWA's customer care and support personnel and does so for over 80 agencies worldwide, primarily in second line but also with extended escalation services and direct customer engagement where necessary.

Masabi has built its technology and its supporting business units to meet the needs of its public transit clients. Masabi has emphasized the benefit of a platform-based approach to delivering technology throughout this proposal, but Masabi's platform-based approach also means that Masabi's services staff responsible for delivery and account management are highly-experienced and specifically attuned to public transit business challenges and needs.

Masabi's customers have consistently expressed that Masabi's services staff continuously exceed expectations, delivering exceptional customer service and ensuring client needs are met.

Masabi integrates Customer Support Incident Management solutions with the agency to assist in a one customer view and an audit trail for any support or incident management.

Once the Justride system is operational, Masabi provides access to its Customer Support Center staffed by a team of qualified support engineers in the US and London from 8:00 am to 6:00 pm local time. Agents can call Support Operations during these hours or directly submit support tickets. In addition, IT support for operational issues is available 365 days a year, 7 days a week and 24 hours a day.

Internal agency teams are provided access to Zendesk, Masabi's Internal Support Management solution. Tickets are automatically acknowledged and assigned a tracking number which is escalated to Masabi Support Engineers, and if required, Masabi Quality Assurance and Engineering. Updates to tickets are posted online and monitored in accordance with a support escalation timeline established between the agency and Masabi.

An online portal provides white papers, How To Guides, Frequently Asked Questions and general educational content for customer care and support teams. It also has Release Notes for each key release so that agencies can identify new features quickly and easily.

[3. Justride Continuous Improvement, Updates and Quality Assurance](#)

Masabi's Software-as-a-Service (SaaS) model offers significant benefits over traditional bespoke software development projects which often see considerable cost overruns, cancellations, or unsatisfactory deployments.

The underlying Justride server software is updated regularly, with some components being updated several times a day using an automated deployment framework. This ensures that every change is small and low risk, and can be easily and rapidly rolled back if a problem is identified. Consequently, no customer is ever left running old and unsupported code, and software patches and up-to-date security configuration are applied regularly to all servers in an automated way that avoids manual error and omissions.

End users will see small incremental changes, in the same way that Facebook and Gmail are updated slowly over time; Masabi recognizes the challenges of training staff to use business critical tools, and ensures that the rare major user interface changes that do happen can be rolled out at an agency-specific time, aligned with appropriate training.

This pace of releases can be safely managed because layers of comprehensive automated testing cover all operations in the system, including end-to-end integration tests run several times a day that will cover full system scenarios, such as installing a new app, creating an account, buying a ticket, scanning the ticket on a validator, and then confirming the ticket is marked as used in the Hub and that it can't be refunded.

TransLoc- Backend System

TransLoc has reviewed Exhibit H information security requirements and we have listed our compliance with the individual aspects below. The TransLoc Fixed Route solution is hosted in a private cloud which is managed by a 3rd party external to TransLoc.

- Infrastructure is hosted with a 3rd party who is SOC II Certified and they manage access, patching, server hardening, logging, and encryption. We work with them to meet or exceed industry standards.
- We have the ability to obtain a network diagram from Flexential, our hosting service provider which we can share at contract signature if needed. The TransLoc system architecture diagram is included below.
- We can work with Flexential, our hosting service provider, to provide a documented security plan at contract signing.

- TransLoc has not conducted an ISO 27001/27005 assessment; however, Flexential, our hosting service provider, has passed a SOC II Type 2 audit.
- We work with Flexential to remediate any of these issues in a timely manner.
- TransLoc has not been subjected to an ISO 27001 or SOC2 audit; however, the entire infrastructure is managed by Flexential and they have passed a SOC audit.
- Flexential, our hosting service provider, manages the environment.
- [Servers Information and Reliability](#)

TransLoc will provide a hosted solution to LAWA and the application will be available as a service (SaaS). The application will be **hosted and maintained** on TransLoc's self managed servers. No additional resources (including servers, workstations, and software) will be required on the client (user) computers other than a standard web browser.

- [Additional Server Information & Server Backup](#)

Our data servers and networking components are managed using industry standard practices and we have monitoring and notification solutions in place to alert our teams of outages and any downtime. TransLoc's data servers and networking equipment reside across multiple geo-redundant, secure locations to ensure optimal uptime and security. Moreover, TransLoc's SaaS model allows for continual enhancements and improvements which are simply pushed to the customer, without the need of your IT staff's intervention.

For Disaster Recovery procedures, TransLoc utilizes servers in multiple geographical locations. In the event of a hardware failure, such as a data center losing power, operations can continue on alternative servers. Databases include a replicated standby server so that data is not lost. When a database failure is detected, the standby server is promoted and the failed database shut down and replaced automatically. Further, the agency shall have access/capability to download copies of some data sets through the web interface for local storage/possession. TransLoc has a robust database engine that our hundreds of clients use daily to run reports and operate their system in the most efficient way possible. **All data is backed up so that no data is lost.**

a. Administrative Portal: Web-Based Access

The TransLoc administrative portal (GUI) makes the task of managing the transit system even easier for administrators and dispatchers. The application is web-based and available to all users as a service (SaaS application). No additional resources will be required to access the application, other than a standard web browser, irrespective of the operating system (OS) of the machine or network architecture. Users will have their unique username and password to login to the system and there are no limits to the number of system user accounts. Since the application is web-based and accessible using any standard web-browser, no additional software / application is necessary on the local computers (any OS and network architecture).

[3. Browser Requirements](#)

Our solution only requires the **Chrome web browser** which can be accessed from any virtual or physical workstation. No local server installation will take place.

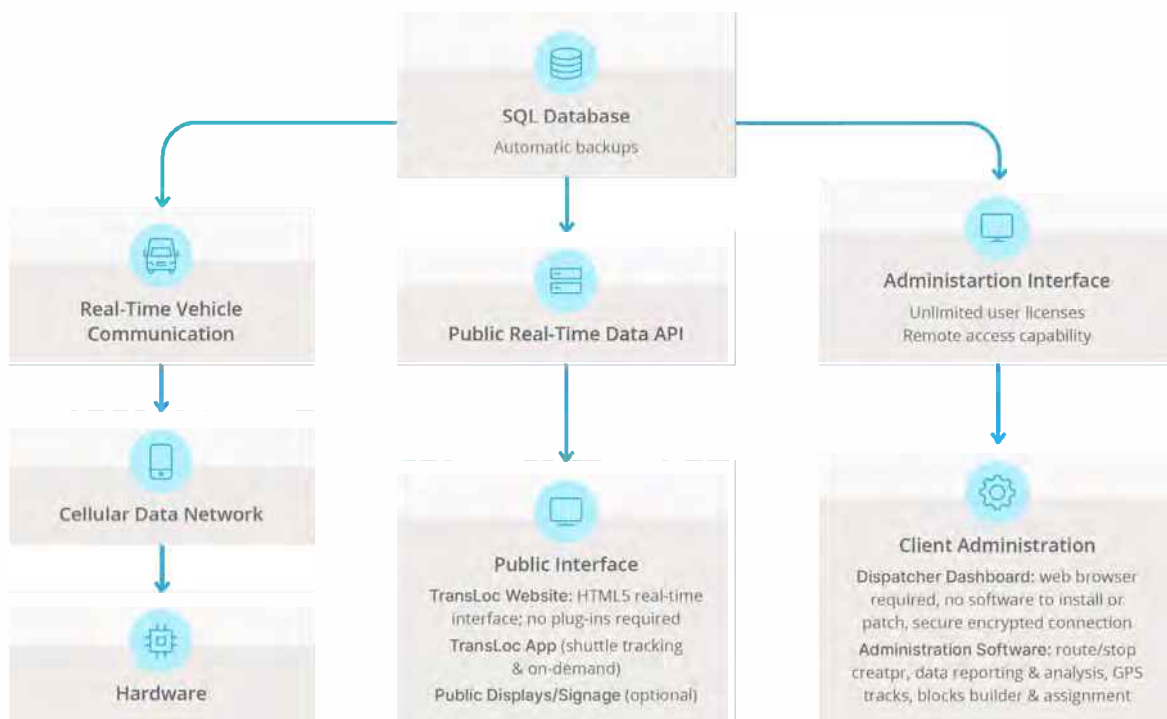
4. Service Level Agreement (level of uptime) Statement

TransLoc substantially conforms to industry standard SLA's and expects to negotiate mutually agreeable SLA terms. TransLoc **historically and currently maintains 99.9% uptime**, and shall take commercially reasonable measures to ensure such uptime remains during the Terms of Agreement.

5. System Architecture

The communication between the on-board systems and TransLoc servers will be through the cellular data networks. TransLoc has positive, long-standing working relationships with almost every cellular operator. TransLoc is able to support an unlimited number of vehicles. Additionally, any number of vehicles may be added or removed from the system as needed. TransLoc's solution is designed to allow us to **offer areas of configurability to make each solution unique to each client**. TransLoc offers a complete solution including, but not limited to, delivery, setup, configuration, installation, training, and on-going support.

Below is a diagram of our system architecture which explains how TransLoc's solution ensures a real-time tracking of vehicles and information which is then relayed to administrators and riders alike.



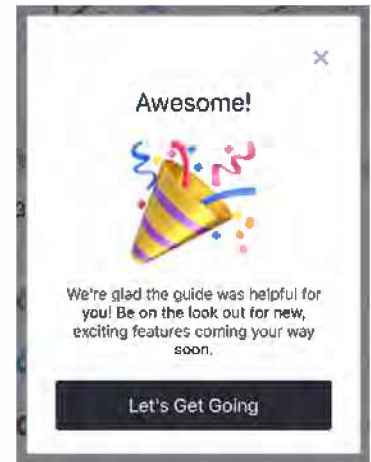
6. System Updates

The proposed software will be continually supported by TransLoc and updates are made on an average of 1 server update per week. Updates will be done automatically at no additional cost and performed during a timeframe which does not interrupt administrators or users. TransLoc is continually updating the backend and passenger facing applications. All app updates can be

downloaded on the respective **Android** and **iOS** platforms for the mobile app. Updates are reviewed by the TransLoc QA team and then approved for release by Google and Apple play stores.

7. Iterative Application Development

The TransLoc software is built by an agile software team with a goal of providing continuous feature development, and is updated on average **every 2.5 weeks with new features**, feature enhancements, and bug fixes. **For major system updates**, especially when user workflows are affected, we will notify key agency contacts by email in advance as well as place a notification within the TransLoc web portal. This ensures all users can be notified of changes as soon as they log into the administration portal and if applicable can even be shown a direct link to view new features. The features highlighted in this proposal reflect the current state of the application, but do not reflect the future state of the application and numerous enhancements in functionality that TransLoc provides to all customers for no additional cost throughout the life of their service.



Describe how configuration and/or customization changes are affected by subsequent software releases.

TransLoc software releases do not affect customer configurations such as routes, stops, agency users, etc. This information is excluded from the executable code which enhances our ability to deliver regular software and feature updates benefitting all customers without bespoke charges for customization to each client. As a client, LAWA would be afforded the opportunity to contribute product feature requests for consideration by our Product Team. These requests are aggregated from all customers and the features which would offer the greatest shared benefit are then built into our products and deployed to all customers as regular software releases.

Describe how software customizations impact the software maintenance and agreement support.

TransLoc does not rely on software customization to deliver value to customers, rather we build a pipeline of new features based on feedback from all customers to ensure everyone benefits from new development. This ensures the platform is more stable for all users and streamlines ongoing maintenance and support.

Security Information

TransLoc uses the following list of controls to address software security:

- HTTPS encryption available
- Separate databases for each customer
- "Least privileges" access policy
- OWASP Top 10 assessments

Firewall is in place in front of web routers to disallow access to unused ports. Database servers are not exposed to the public Internet and are only accessible through TransLoc's internal network. In the event of a security breach, TransLoc would notify the agency by the standard

communication method established, either phone or email. The notification would include known information about the data affected, if any.

8. Customer & System Support

TransLoc offers best-in-industry customer service and support as part of its basic service at no additional cost for any contract type or length. Any TransLoc client can expect U.S. based emergency phone support 24/7/365 and also live support during business hours from **8:00 A.M. to 8:00 P.M EST**, excluding regular business holidays. In the event of an emergency, TransLoc will provide **twenty-four (24) hours a day, seven (7) days a week** telephone assistance.

- In addition, TransLoc assigns one individual to be the primary Customer Service Manager for each client. These dedicated customer service managers develop great relationships with the clients they serve and the clients can go to them at any time for individual support or may call our general support line.
- TransLoc's **Support Team** can help with data (route changes, service updates), software (trouble logging in, technical issues), requesting additional or new hire training and much more. Our **Business Development Team** can be reached as well, with contact information provided after contract signing for support to add or decommission vehicles, requesting a quote, and additional information on other software solutions, products, consulting, and much more.

When our clients call for support, we can usually resolve the situation immediately. However, if we are not able to offer a solution immediately, we generally classify and prioritize the level of customer support needed accordingly:

Priority	Priority Description	Support Response Target	Nature of issue
Critical	Service Unusable in Production	2 Business Hours	Error causes a majority of the Service to be down and unusable, resulting in total disruption of work or other critical business impact – no workaround is available.
High	Service Use Severely Impaired	4 Business Hours	Error causes major feature/function failure – operations are severely restricted – a workaround is available.
Medium	Service Use Partially Impaired	1 Business Day	Error causes minor feature/function failure – minor impact on usage, acceptable workaround deployed.
Low	Service Fully Usable	3 Business Days	Minor error or requested enhancement – general information, documentation error, software modification request.

On an infrequent basis, TransLoc will provide updates or patches to its software. When it does, it will notify its clients of any updates that may affect the end user. These updates are performed during non-peak usage hours, usually during the very early morning hours on Sundays.

Toll-free customer service is always available and when necessary, TransLoc offers web meetings as well to resolve or explain issues more thoroughly. Our Support and Sales Team can be reached at a designated email as well. There is no additional cost for emergency after-hours or weekend customer support. TransLoc is able to support transit staff through remote

configuration of the hardware. Set-up, updates, and other needed system configurations can be accomplished remotely without significant transit staff involvement.

[9. Troubleshooting & Identifying Hardware Issues Log](#)

TransLoc is able to remotely troubleshoot our own software and all hardware provided by us. We can:

- Remotely access the client's secure-site as Administrators to see the same screen you are seeing to examine any issues or help with functions, such as pulling specific reports
- Configure Wi-Fi settings (if available)
- Troubleshoot and calibrate APC's for remote testing of counting accuracy
- View MDT's/Tablets to ensure they are updated and functioning properly
- Push for automatic updates of MDT's/Tablets or remotely control for additional support

For hardware issues TransLoc is unable to remedy remotely, our standard warranty is applied.

Exhibit B: Technology Implementation Timeline

Implementation Process and Timeline

General Project Timeline

This base system timeline includes implementation, installation, training, and a testing period. TransLoc aims to have all projects implemented within a reasonable timeframe, but this is highly variable depending on system requirements, the number of hardware components, the size of the physical system (routes/stops), and its complexity. LAWA's responsiveness and understanding of the impact of missed timelines for required data and decisions is a key factor. It is vital for TransLoc to receive information and decisions by the deadlines established in the Agency's timeline. Quick responses are imperative for quick and efficient implementation. Other best practices include data collection being comprehensive and clean requiring little re-work post validation and that the agency allows for max determined vehicles per day (determined by hardware requirements) and all vehicles are available during time of install.

Implementation is one of the most important stages and plays a key role in getting your transportation system up and running. TransLoc's implementation team is a group of talented, experienced individuals who are committed to providing our clients the best possible service from the beginning to the end of the implementation phase.

5 Phase Implementation & Post Launch Support

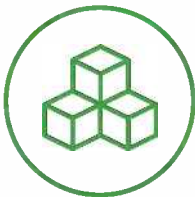
TransLoc's project management procedures can be summarized in five holistic phases, which take us from initial, basic ITS discussions through the project's overall acceptance and the "Go-Live" phase.



Phase 1: Initiate – “Notice to Proceed” - TransLoc and client will discuss the project scope, goals and deliverables. TransLoc proposes a rigid timeline for data migration, training, installation, testing and go-live phases. Recurring meetings are scheduled, and the appropriate agency staff are assigned to specific project needs and/or oversight. “Accepting Testing Procedures” approved. TransLoc also collects any GTFS, routing, scheduling and existing manifests for use in the new overall ITS system.



Phase 2: Design (Development & System Configuration) – TransLoc's development and operations teams will cleanse and import critical data to the new CAD/AVL module. If no such data exists, these teams will work alongside agency staff to analyze, design and input the necessary data. During this phase, TransLoc would also set-up all necessary systems, such as the dispatching portal, reporting suite, GPS Gate (Vehicle Tracker), etc. This is where the “System Design Document” will be approved. The resulting CAD/AVL system framework will be launched internally, although the system will not be functional until phase 3 is complete.



Phase 3: Build, Test & Deploy – “Factory Acceptance Testing” completed. Next, the physical installation and on-board wiring takes place for each vehicle, directly followed by training of the TransLoc system and “System Documentation Approved”. All data would start flowing into the back end system for validation of the ETAs and any integrations or features. The system collects historical timing data for use in TransLoc's estimated time of arrival (ETA) algorithms. During training, we ensure that the customer knows how to use the new CAD/AVL solution to achieve all their desired goals. TransLoc would also discuss additional integrations, any marketing (non-exclusive rider onboarding assets provided complimentary, custom marketing assets provided at a cost), general optimization plans and possible expectations. All of this is to start preparing for a successful post-launch plan.



Phase 4: System Acceptance & Training – “Pilot Fleet Testing” completed followed by “Full Fleet Testing” of the whole system takes place. The respective staff members join TransLoc in monitoring the deployed system in real-time for feedback and system acceptance. ETA predictions will be released internally, for review and acceptance, prior to public launch. “System Acceptance Testing” and “Operation Period Testing” will be completed at this time. TransLoc has **remote management** and review capabilities to continue monitoring for extended testing and **quality assurance**. TransLoc will make all necessary changes and adjustments to the system during this period and fine tune the operations.



Phase 5: Go-Live – System Live map, mobile website, and smartphone apps will be released to your riders. ETA predictions will also be available on all TransLoc interfaces for public use. Agency staff will be presented with bus stop branding options, and any public facing kiosks or displays can be used to showcase the real-time tracking technology.



Phase 6: Post Implementation Support and Resources - TransLoc would provide a regular communication cadence to address any additional needs as preferred by the client. We would also offer Marketing resources, GTFS support, Planning & Design, API documentation, additional remote training and address growing fleet needs, such as new hardware integrations.

Timeline Considerations

The timeline for implementation is carefully calculated based on LAWA's needs. The amount of hardware, vehicles, and special integrations can all affect the timeline for your system. Our team is always transparent with clients regarding timelines. Our timelines can range from one week for extremely basic systems and larger, more complex systems as quickly as six weeks.

Timeline Assumptions

TransLoc proposed sample timeline assumes the following:

- Hardware is available
- Client provides comprehensive vehicle information in a timely manner
- Client data collection is comprehensive and clean, and requires little re-work from TransLoc post validation
- The TransLoc team will be allowed to maximize the amount of vehicles per day (depending on hardware requirements) for install
- Client will work with TransLoc to ensure vehicles are available during the installation phase

The estimated timeline for implementation of this project is likely 12 to 16 weeks, but such timeline is dependent on a number of variables, such as whether vehicle information is made available in a timely manner and is comprehensive, flexible installation hours, number or vehicles, adjustment of RFP requirements, and other factors. TransLoc's team is able to install AVL hardware in 1 hour (or less) per bus under ideal circumstances. Installing AVL and APC takes 1 to 2 hours per bus if the client is able to make these vehicles available without delay. Our team would aim to complete 4-5 vehicles in a working day. *Our team will work closely with the client throughout the implementation process to prioritize the project timeline. The timeline included below is just a sample. We would work with LAWA to create a more detailed timeline upon being selected for this project.*

What	Task	Duration
Project Kickoff		<i>~2 weeks total</i>
	Notice of Award	1 day
	Implementation to Begin: Kick-Off	1 day
	Procurement of Hardware (APC+PepWave Router)	1 week
	Internal allocation of resources	1 day

	System Discovery	1 week
	Pre-Installation Requirement Gathering	1 week
Development & System Configuration		<i>~3 weeks total</i>
	Collect Existing Operation Data	1 week
	Back-End Admin Configuration	1 week
	Enable Reporting Suite within Admin Site	1 day
	TransLoc App Configuration	1 day
	Programming and Configuration Hardware	Varied by System Requirements
	Data Validation	1 week
Build, Test & Deploy		<i>Varied by System Requirements</i>
	Finalize OnSite Installation Plan	Varied by System Requirements
	Installation of in-vehicle equipment	Varied by System Requirements
	Installation of PepWave Routers	<i>Varied by System Requirements</i>
	Installation of wiring connections	<i>Varied by System Requirements</i>
	Installation of APC units	<i>Varied by System Requirements</i>
	Implementation of Masabi SDK	<i>Varied by System Requirements</i>
	Implementation of TransLoc API for real-time	<i>Varied by System Requirements</i>
	Implementation of seat reservation feature, rewards, branding	<i>Varied by System Requirements</i>
	Field Testing	1 week
	Troubleshooting and QA	1 week (same week as above)
	Test in-vehicle set up (on/off counts)	Per Vehicle
	Monitor vehicle in field post install	Ongoing
Training		<i>~1 week</i>
	System Training (During Installation+Remote)	1-2 days
	Post Training Confirmation	Ongoing
	Dispatching Soft Launch	1 day
Go Live Phase		<i>~1 week total</i>
	Field test of devices	1 week
	Comparison of manual counts	1 week
	Launch APCs	1 day
Support		
	Continued Configuration and System Improvement	<i>Ongoing</i>
	Support	Ongoing

Quality Assurance and Risk Mitigation

How TransLoc Approaches to Unanticipated Issues

The implementation phase of the project will include a dedicated Implementation Specialist whose role is to facilitate all aspects of delivering the project scope of work including software, onboard hardware and designated integrations. **For any issues** which are within TransLoc's

control, the Implementation Specialist will alert the appropriate internal teams such as hardware installation or software engineering of the issue and work collaboratively to identify a timeline for resolution. Our goal is to not only resolve these issues quickly where we can, but also mitigate any effects on other project deliverables as well as be transparent with the agency's designated point of contact which reflects our partnership approach to working with each customer. TransLoc works to identify an issue, diagnose the problem if it is technology related, identify the impact to the rest of the project and communicate that for the client to get proper sign off on the path for resolution/timeline impacts. **Examples may be:** hardware delays due to shipment, install issues due to different vehicle configurations than expected, software or hardware bugs, troubleshooting hardware post install, and site configuration changes during testing.

Project status is shared weekly through weekly status meetings. In these meetings, we cover what has been completed, what we are working on next, discussions around items required of the agency to confirm understanding and timeline expectations, project dependencies on any of the above listed items. TransLoc works to keep projects transparent and make sure we understand the needs of the agency and balance what we are asking of them with their other work. We also try to assess if we have the right people in the room week to week and make sure we are available to bring others up to speed should new stakeholders be brought in for various pieces of the project.

PepWave & APC Calibration & Testing Quality Assurance

TransLoc programs all units in-house, ties the device to a vehicle ID, installs the unit in the vehicle on-site, then our technician works with our remote System Ops team to calibrate the sensor based on the visibility of the unit post install. The System Ops team adjusts the image range and the technician performs test walks in and out of the bus to ensure we are capturing counts correctly. TransLoc follows a **3 day Quality Assurance process** where we will monitor counts for 3 days post install and assess accuracy for each sensor on each vehicle.

How TransLoc ensures passenger counter accuracy?

- Accuracy is assessed via calculations of the boarding and alighting passengers captured in the reports. Anything determined too low of accuracy is flagged for continued configuration. We recalibrate and reassess the counts afterwards. The Quality Assurance (QA) process is dependent on a high enough number of passenger counts to sufficiently evaluate accuracy. If TransLoc determines the passenger counts are too low during the QA period, we will continue monitoring.

During installation, the hardware technician also provides an overview training to demonstrate ways to troubleshoot, test, and perform general maintenance on the equipment. TransLoc puts a sensor above each door and runs a power cable and ethernet cable from the sensor to the PepWave router. Once the installer is done with the installation, the TechOps Team would connect to the sensor and configure it. *The installer would perform an on and off test to make sure the sensor is counting properly.*

We have implemented this successfully to meet APC accuracy requirements across many customers, especially those required to meet yearly ridership reporting needs, such as for the Federal Transit Administration in the United States.

Post-Installation Support Plan

For support, TransLoc is able to adjust the camera ranges remotely when the vehicle is in service if they are not counting correctly. TransLoc will work with the Customer's team to understand which vehicles are not counting up to par and we will **remote-in during service** to assess the feed and make adjustments to the configuration. *We will redo Quality Assurance for each unit we touch before calling it complete.* Follow-up check-in calls are provided post installation as well.

Exhibit C: Backend System and Hardware

Fixed-Route Technology Overview

Bus.com has partnered with TransLoc to offer a backend system to support the operations. TransLoc's proposed CAD/AVL system provides real-time information within an intuitive control center for any size agency. The platform allows for management and configuration of settings for effortless use of the software for riders, administrators, and drivers. The frequency of reporting real-time vehicle location from the agency dashboard shows an auto refresh rate of every 3-5 seconds. The system allows for easy creation of routes, stops and overall fleet management. In addition, TransLoc's platform offers access to a Reporting Suite, GTFS feeds, NTD report (APC required) exporting capabilities and flexibility of widgets, which allow for a multitude of features and interface customization options for administrators and dispatchers based on fleet management needs.



With Bus.com, customers receive everything below:

1. [Admin & Dispatch Dashboard:](#)

The TransLoc Administrator and Dispatcher Dashboard: Users have access to both an administrative portal (front-end) and GPSGate/Vehicle Tracking interface (back-end). Users can assign vehicles to any route within the front-end portal and view more granular vehicle fleet data and status, including historical playbacks within the back-end dashboard. Through the unique set-up that TransLoc has developed using widgets, users will have a customizable display offering access to a variety of widgets that offer an abundance of fleet management information and features. Other functionalities provided include levels of access for different staff, with users having access to a solution that allows GTFS exporting and much more.

2. [Driver Solution](#)

The TransLoc Fixed-Route Driver App (Android): Driver App was created with safety in mind, with a simple design that decreases the amount of interaction drivers need to have with the tablet. The current route and summary information available for the next stops is available in a map.

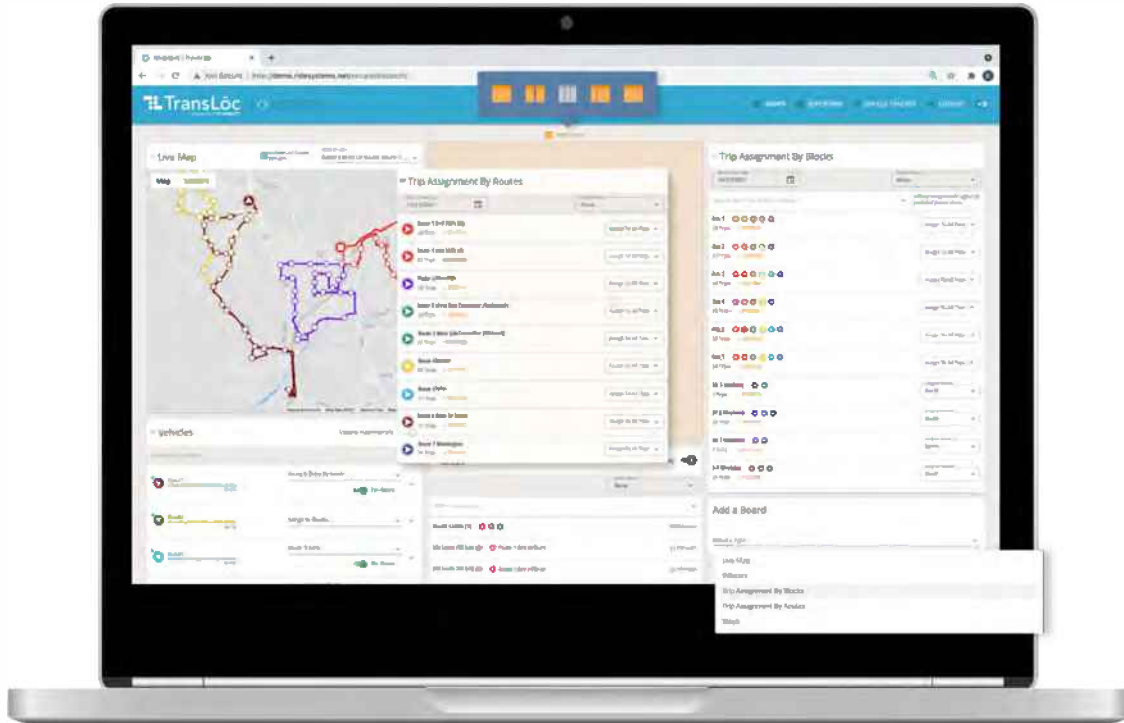
3. Hardware Integrations Provided

TransLoc provides in-house hardware integrations when desired that work with our CAD/AVL solution. Our integrations offer the ability for management within a single system and provide accurate ridership reporting. TransLoc offers **Pepwave Routers** (GPS tracking, WiFi, real-time data), **Automatic Passenger Counters** (APC), **signage** (interior/exterior, headsigns, wayside), **Automated Voice Annunciation** (AVA), **Rugged Tablets**, **badge scanners** and much more.



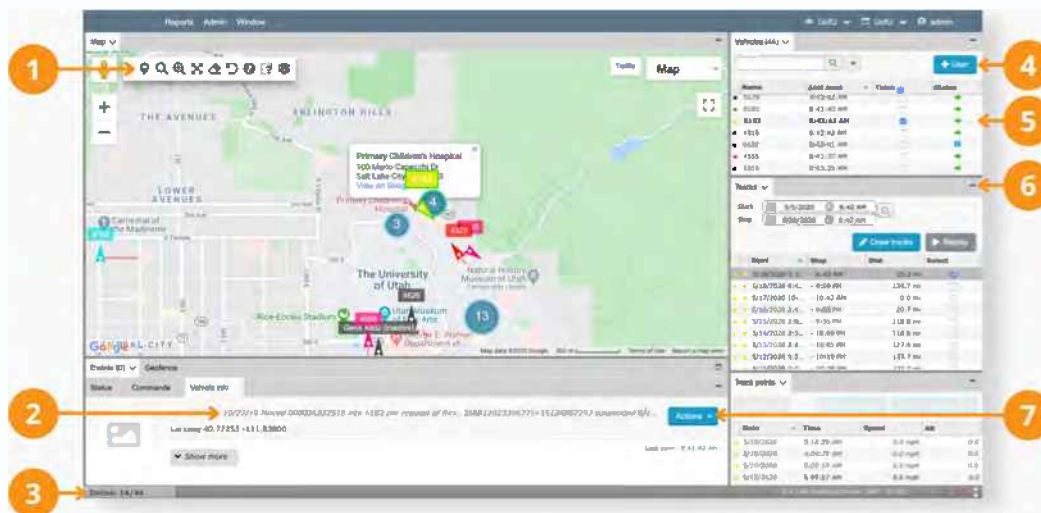
TransLoc has developed an **administrative & dispatching dashboard** (front-end) and **GPSTrack/Vehicle Tracking interface** (back-end) to make the task of managing and analysing the transit system even easier for administrators and dispatchers. The application is web-based and available to all users as a service (SaaS application). No additional resources are required to access the application, other than a standard web browser. Users will have their unique username and password to login to the system. There is no limit to the number of admin/dispatcher logins.

The **administrative & dispatching dashboard** tracks vehicles in real-time with an auto refresh rate of every 3-5 seconds. The widgetized dashboard easily allows dispatchers to keep track of the fleet status, monitor on-time performance, and make quick route change assignments to vehicles. Next stop ETAs are displayed and off-route vehicles are clearly visible as well. **The widgetized display settings are saved based on the device; it's set-up to meet each user's preferences and needs.**



Administrative/Dispatcher widgetized front-end dashboard

Through the administrative dashboard, users can access the **back-end GPSGate/Vehicle Tracker** interface. Users use the Vehicle Tracker dashboard to view granular data regarding the vehicle fleet being tracked, including access to all vehicle status and location information recorded (**GPS historical tracks/replay feature**). This tracking interface is a useful **tool for troubleshooting**.



1. Drop pin in locations for address, search map coordinates, and use filters to view only specific needs
2. Keep track of who performs changes
3. View vehicles online and general overall fleet status

4. Add additional vehicles
5. Filter map by vehicles
6. Search and view replays of vehicle activity for accountability by filtering by specific date ranges and times
7. View past work logs

Vehicle Tracker Portal (back-end) is used to view vehicle status and trip information in more detail.

TransLoc's maps are powered by GoogleMaps and include the most updated map details possible. Users can zoom in and out, scroll, and pan in order to see an overview of the map, a street level view, and everything in between. The map may be refreshed at any time by the user.

The secure site is password protected so only administrators can access vehicle and route information. This view is used to easily monitor routes, stops and vehicles.



- Real-time dispatch
- Route management
- Assign vehicles
- View passenger count
- Customize announcements
- Receive rider feedback

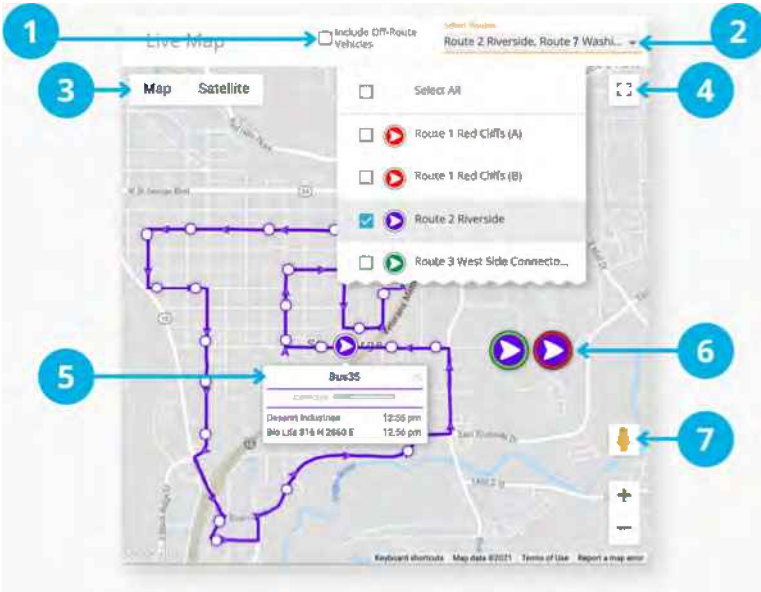
Widget Customization: Dispatch Dashboard

TransLoc provides Dispatchers and Administrators the ability to configure the entire look of the dashboard display through widgets. The goal of the TransLoc's widgetized dashboard is to allow users to set up their own personalized experience. This means that users can add or eliminate any interfaces depending on the priority view desired, with unique widgets providing specific information such as real-time vehicle capacity information, on-time performance and view

information based on block, routes and stops. Offering the user the ability to **only see what's important to them**. Each widget can be changed in size and configured to one's preferences. This ensures that different roles using this platform can easily view and access the tools they need within a single interface. **Settings are saved based on the device it's set-up**. Our goal is to build on this flexible and strong foundation to continue offering more features through new widgets without drastically changing what is familiar to each user's responsibilities, tasks and preferences.

TransLoc's **widgets provide custom layouts** and the ability to choose your display mode. This mode of presenting information allows TransLoc to increase the ways and type of information displayed. TransLoc will continually work to add new features and capabilities through new widgets. Our goal is to offer more options and functionality for dispatchers and administrators on what to view and how. Below is an overview of existing widgets that make up the interface:

Live Map Widget: core component of the fixed route CAD system for monitoring all vehicles in the fleet that are pinging GPS locations. This tool is key for seeing the last reported location of all vehicles. Users can also determine vehicles that are in service, are not or should be. Vehicles assigned to routes show the color for that route and can be selected for more information including route assigned, ETAs and vehicle capacity (APC required).



The screenshot shows the TransLoc Live Map Widget interface. It features a map view with a route overlay. A sidebar on the right contains a list of routes with checkboxes and colored icons. A vehicle information popup is visible over the map. Numbered callouts (1-7) point to specific UI elements: 1 points to the 'Live Map' title; 2 points to the 'Include Off-Route Vehicles' checkbox; 3 points to the 'Map' and 'Satellite' view toggles; 4 points to the full-screen icon; 5 points to the vehicle information popup; 6 points to the vehicle status icons (green and red); and 7 points to the street view pegman icon.

1. Toggle to view all vehicles off-route, such those parked in a garage or on break (the functionality shows the last location of the vehicle when ignition was on)
2. Users can select and filter routes to view on the live map
3. Map and satellite views along with terrain and label operations for better area orientation
4. Enable full-screen mode
5. Select moving vehicles on the map for additional information: vehicle name, real-time vehicle capacity (if utilizing an APC solution), and next stop ETAs
6. OTP status to see if vehicles are 'EARLY' (green), 'ON-TIME' (green), or 'LATE' (red)
7. Access street view

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Features	
Map functions	Powered by Google. Standard functions include map and satellite views along with terrain and label operations for better area orientation, full screen mode, and pegman for accessing street view.
Route Information	Available stops, route direction and different colors for each route and OTP status to see if vehicles are 'EARLY', 'ON TIME', or 'LATE'.
Off-Route Information	Toggle to view all vehicles off-route, such as the parked vehicle location that may be in a garage or on break. The functionality shows the last location of the vehicle when ignition was on.
Vehicle Information & Selection	Vehicles assigned to routes in service display by default on the Live Map. The widget header includes a toggle to view vehicles not assigned to any active routes. Update rate: Update rates can be as low as 3-5 seconds and as high as 60+ seconds with third party hardware integrations. <i>Update rate for vehicle icons varies and is dependent upon the installed GPS hardware and network connection.*</i> Vehicles moving on the map can be selected for additional information: vehicle name, real-time vehicle capacity (if utilizing an APC solution), and the ETAs for the next two stops the vehicle will service.

Vehicles Widget: The vehicles widget enables users to assign vehicles to routes. Users can track and monitor select vehicles for ETAs, on time performance and vehicle capacity quickly. Widget header allows users to search and filter for all vehicles, whether in service or not.

The screenshot shows the 'Vehicles' widget interface. At the top, there is a search bar labeled 'Search for a Vehicle' (callout 1). Below this, a list of vehicles is displayed, each with a route assignment dropdown, a progress bar, and an 'On-Route' toggle switch. Callout 2 points to the 'Assign to Route...' dropdown menu, which is open for 'Bus38' and shows a list of routes including 'Route 1 Red Cliffs (A)', 'Route 1 Red Cliffs (B)', 'Route 2 Riverside', 'Route 3 West Side Connector (Outbound)', 'Route 3 West Side Connector (Inbound)', 'Route 4 Sunset', 'Route 5 Tans', 'Route 6 Olive Dr South', and 'Route 7 Washington'. Callout 3 points to the 'On-Route' toggle switch for 'Bus38', which is currently turned on.

1. Header allows users to search and filter for vehicles for a custom view
2. Enables users to assign vehicles to a route (*if agencies do not use schedules)
3. "On-Route" toggle button marks if a vehicle should be considered in service or not, and if ETAs are calculated for it (*if vehicle assigned to a route)

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Features	
All Vehicles Presented	The Vehicles widget displays a list of all agency vehicles that have been added to the CAD system, whether they are in service or not.
Vehicle Information	Each row in the widget includes information and functions for each vehicle: <ul style="list-style-type: none"> Vehicle name A vehicle icon that is either black to represent out of service or colored to match its respective route assignment Current vehicle load based on the designated capacity. The agency must also be utilizing an APC system.
Assigning Vehicles	Agencies that do not have schedules for their routes will make vehicle assignments from the Vehicles widget. This is possible using the route selection drop down. Set vehicles as 'On-Route' or 'Delayed' in the event a vehicle in service should no longer be considered for picking up riders (i.e. a vehicle is on break).
On-Time Performance Status	An on-time performance (OTP) status may be displayed for vehicles in service on a route with a schedule. <i>*Systems not using schedules will not see OTP statuses since there are no schedules to measure OTP against.</i>

Trip Assignment By Blocks Widget: The Trip Assignment By Blocks widget helps transit agencies with complex schedules make easy work of assigning vehicles to block work and adjusting as needed throughout the service day.

Trip Assignment By Blocks

Block View Date: 10/12/2021

Select Route: None

Search for a Trip or Block Group:

Vehicle assignments affect all past and future dates.

Assign Trip/Block:

Bus_1, Bus_2, Bus_3, Bus_4, Bus_5

Bus_3: 23 Trips EXPAND

Bus_4: 19 Trips EXPAND

Bus_5: 22 Trips COLLAPSE

Assign To All Trips

Assign Vehicle: Bus23

Assign Vehicle: Bus23

Assign Vehicle: Bus23

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1. 'Block View Date' enables users to view the trip or blocks to be serviced for a specific date
2. Search and filter for trip or block groups
3. Vehicle trip assignment dropdown
4. Each row displays the block group name, all corresponding interlined routes, number of trips for the current day
5. Expand block groups to display individual trips and run times; additionally, users can assign vehicles to individual trips

Features	
Calendar	Set the calendar to view and display the corresponding blocks of work with schedules to run on the given service day.
Block Information	Each row represents a single block, and includes the name, number of trips, and color indicators for each route included in the block for systems interlining. <ul style="list-style-type: none"> Blocks can be expanded to view more details and assignments.
Assign Vehicles to a Block	Vehicles can easily and quickly be assigned to an entire block by selecting the dropdown list on the right side of the widget.
Expand Block for More Information	Expanded blocks lay out each trip, by name, with that block, their run times (first and last timestamp), and their route.
Assign Vehicles to Trips within a Block	Users may assign vehicles to specific trips within a block (i.e. in the event a vehicle must be removed from service mid-schedule). Option to override whole block or individual trips within the block assignment.
Search & Filter	The widget also allows for quick block and trip filtering to find specific assignments if they need to be adjusted.

Trip Assignment By Routes Widget: This widget displays the scheduled trips by route to be serviced for a given day and quickly enables Dispatchers to assign vehicles where and when needed. The widget can be filtered by a single route in order to find desired assignments more quickly.

The screenshot shows the 'Trip Assignment By Routes' interface. It includes a 'Block View Date' dropdown set to 10/12/2021, a 'Select Route' dropdown set to None, and a list of routes with their respective trip counts and expand/collapse buttons. A dropdown menu for vehicle assignment is open, showing a list of bus IDs. The interface is annotated with four numbered callouts: 1 points to the 'Block View Date' dropdown, 2 points to the vehicle assignment dropdown, 3 points to a route entry, and 4 points to the 'EXPAND' button for a route.

1. Enables users to view the routes to be serviced for a specific day

2. A dropdown for the vehicle assignment

3. Each row displays the route name, corresponding route color, number of trips for the current service day

4. Expand routes to display individual trips and run times; additionally, users can assign vehicles to individual trips, not just whole route schedules

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Features	
Current day information	Each row displays the route name, corresponding route color, number of trips for the current service day , a dropdown for the vehicle assignment, and an option to expand the route for more information
Assign vehicles	Expanded routes display the individual trips in rows and their run times. Additionally, users can assign vehicles to individual trips , not just whole routes, in the event a vehicle needs to service a portion of the route's schedules and other vehicles completes the remaining portion
'Block View Date'	The 'Block View Date' enables users to view the routes to be serviced for a given day. NOTE: if a route's calendar schedule extends into the future, and a user makes a vehicle assignment change for that route, it will update the real time vehicle assignment for that route

Stops Widget: The stops widget is a means for users to track a vehicle servicing select stops. These could be stops for select routes, blocks, or points of interest such as transit centers. This information helps inform users on capacity loads and vehicle on time status to monitor and manage the fixed route service for the day, including for interlined assignments.

The screenshot shows the 'Stops' widget interface. At the top, there is a search bar labeled 'Search for a Stop' (callout 1) and a dropdown menu for 'Select Route' currently set to 'None'. Below the search bar, a list of stops is displayed, each with a route icon, stop name, and ETA (callout 2). The stops listed are: 'Route 1 Red Cliffs (A)' (14 minutes), 'Route 1 Red Cliffs (A)' (15 minutes), '592 South 700 East (4)' (17 minutes), '740 East 700 South (5)' (18 minutes), 'St George Clinic (6)' (18 minutes), and '903 East 996 South (7)' (19 minutes). Below this list, a section for '120 South 700 East (2)' shows a detailed view of vehicle arrivals (callout 4). This section includes a table with columns for vehicle ID, route, arrival time, and status. The status column shows 'ON TIME' for all vehicles. Callout 5 points to the 'ON TIME' status.

1. Header allows users to search and filter select stops or by route for a customized view

2. View interlined routes that pass through a stop

3. Each stop shows all routes that pass through it

4. ETA for the next vehicle is shown for each stop

5. Vehicle on time performance status shown if 'EARLY', 'ON-TIME', or 'LATE'

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Features	
View all stops	All stops accounted for in the system will be visible in the Stops widget when it is added to the Dispatch Panel.
Search/filtering	Multiple stops can be searched for directly as well as filtering by route, trip, or block.
Overview stop information	Stops registering in the user interface display the stop name, route(s) it is associated with, and the ETA for the next vehicle servicing the stop.
Individual stop information	A selected stop displays each vehicle and its route assignment along with the vehicle capacity (if applicable-APC required) and the ETA and OTP status for the vehicle.
On-Time Performance (OTP)	OTP status informs users if a vehicle is running its schedule 'EARLY', 'ON TIME', or 'LATE' . These statuses are determined by the configurable site thresholds for minimum and maximum. (i.e. a system has a minimum 1 min. and maximum 5 min. threshold.

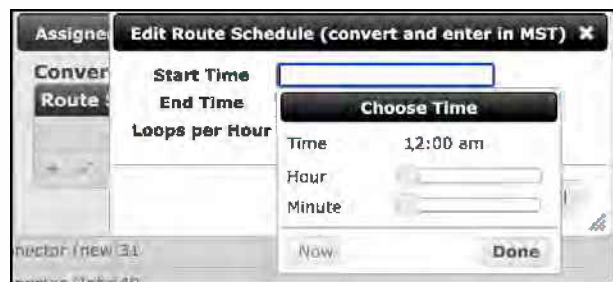
COMING SOON

- **Messages Widget:** Optimal for those who need to quickly communicate regarding the service, the message widget enables users to create and edit messaging for end users directly from the Dispatch Dashboard.

- **URLs Widget:** For users who need to engage with web based tools outside of the Computer Aided Dispatch (CAD) system, this widget allows for pre-approved web URLs to be accessed directly within the Dispatch Dashboard. For example, if you utilize a partner for vehicles
- **Dispatch Alerts Widget:** For users who want to be aware of incidents when things are not running optimally or if they need to address a situation. This widget allows users to set up alerts relevant to them that will be visible on the Dispatch Dashboard. Users can also set up notifications to go to their email address.

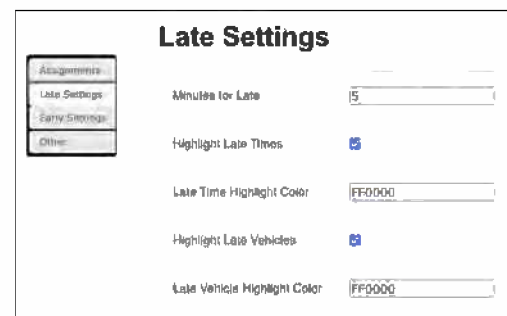
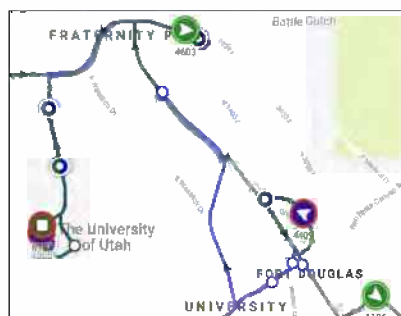
Vehicle Scheduling and Assignment Capabilities

TransLoc builds all of the static feed data, which includes routes, shapes and schedules. The route schedules allow customers to assign vehicles. The system holds on to the assignments, but also allows for in advanced and real-time reassignment of vehicles to different routes/blocks. All past assignments can be seen in the reports provided as well.



Visual On-Time Performance Indicators

The front-end dashboard allows agencies to view on-time performance in real-time on all live vehicles, which are identified and color coded. Triggers that define when each color is presented (late and early) are configurable by Administrators, in addition to other settings.



Route Monitoring & Interlining

Vehicles can be assigned by dispatch or self-assigned by the driver upon login through the driver interface to run blocks, which specify a series of trips for that vehicle throughout the service day. **Those trips can be frequencies of the same route or interlined trips**, and our platform will monitor the vehicle throughout the course of each trip. Once a vehicle reaches the

final stop of a particular trip, our platform will automatically update the vehicle's assigned trip (for public display and reporting purposes) to the next trip in the run-block series.

GPSTGate: Tracking Vehicle Fleet Status

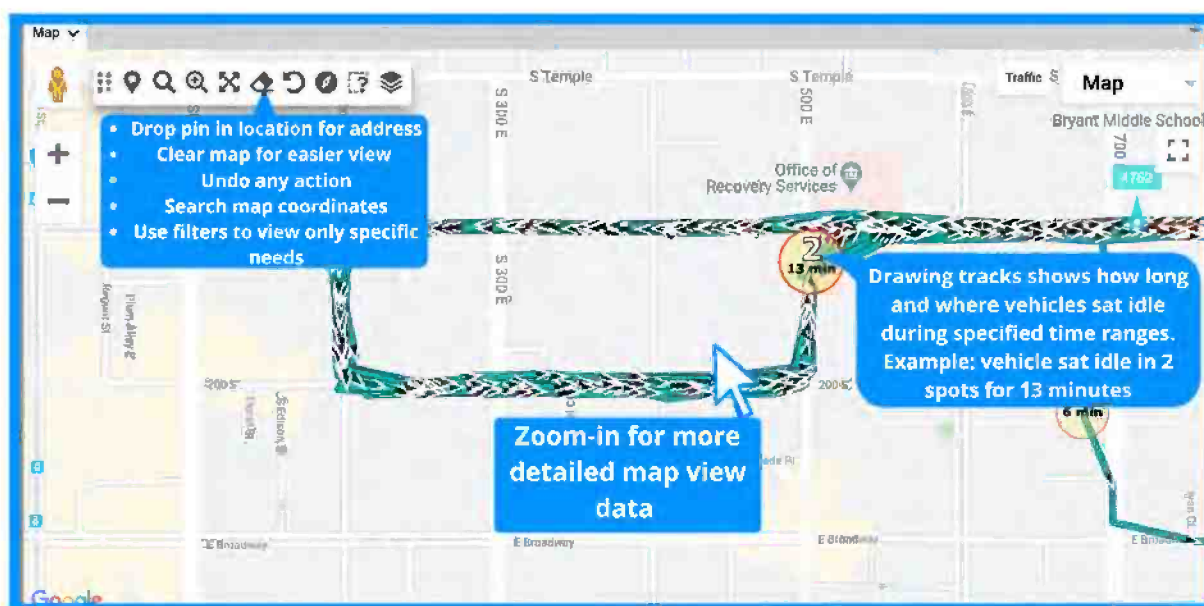
Fleet View: Vehicle Panel

The focal point for vehicle management operations is the **Vehicle Panel**, located in GPSTGate, containing the **list of vehicles**—here you see the vehicles in the current view. In the default view, the panels for Vehicles are to the right of the map, with filtered status and vehicle information. Above the Vehicle panel, there is a “Search” function that allows you to make free-text searches for your vehicles by Login ID or Vehicle name.



Drawing Tracks for Historical GPS Data

Within GPSTGate, after users have identified a vehicle they wish to track, drawing tracks allows a view of precise locations and actions tracked on the map for each vehicle (Image example below). Clicking on the “Draw Tracks” button will draw the chosen tracks on the map, leaving a breadcrumb trail of the route. Clicking on the arrows in the trail will highlight a detail line in the Track Points list, giving you a timestamp and speed for the vehicle.



Events and Geofence Panel

The Events tab shows incoming alarms from your devices. In the Events tab header you can see if there are active events/alarms, which are triggered by Event Rules set up. You can expand an event with the arrow on the left to get more information. This feature may be disabled by the administrator. **Some events include: ignition on/off, speed zone violations, and geofence/off-route, early departures and late departures changes.** Users can receive reports on any of these events and be sent via email to a client or Project Manager.

Automating Email Alerts

Once a unique Event Rule is created depending on the need customers have, notification settings can be adjusted for when the event occurs. Event rules include alerts for vehicle idle thresholds, speeding, geofence/off-route, early departures and late departures.

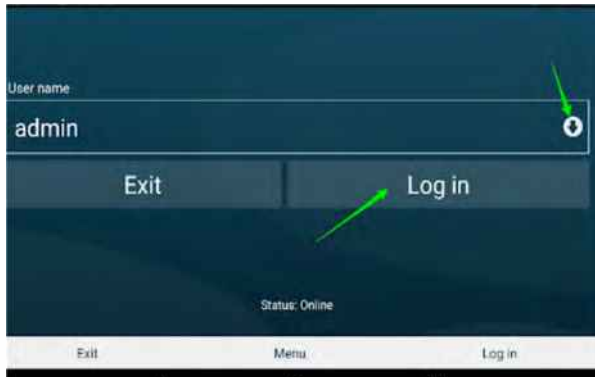
System Interfaces as per User Privileges

- **View Only** – This allows them to see the secure site, they can view assignments and blocks. They can see if buses are running on-time or falling behind. This privilege does not allow any changes to the site, only the ability to log in and view.
- **Assign Vehicles** – This allows all rights above plus they can make changes to vehicle assignments.
- **Push Notifications** – This right is the same as View Only except they can get to the menu and are allowed to most messages and push notifications.
- **Admin** – Has all the rights of the Assign Vehicle and Push Notifications, plus has all rights to reporting and scheduling.
- **Supreme Admin** – All the rights of Admin, but also has all rights to the configuration of the system. We only give this right to certain clients with additional training.

Driver Solution

TransLoc Driver Login and Scheduling

The driver will login and assign themselves to the route block via the Mobile Data Terminal (assignments can also be done by dispatch from the desktop administrator dashboard). If LAWA has already established names and codes, TransLoc can display that via the MDT. The Mobile Data Terminal (MDT) will display the previous stop, current stop, and **the next stop with schedules**. The bus operator display was created with safety in mind. The focus was to provide a display that provides some options on how to view the display, while supporting operators with an outline of the route.



Mobile Data Terminal with Smart Mount

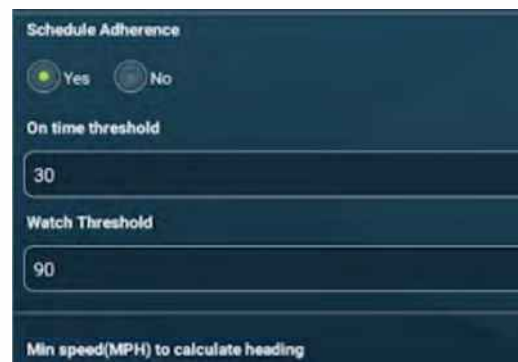
The mobile data terminal is a device with cellular capability. The tablet is used for DAPC (add-on), map view, messaging, pre/post trip (add-on), schedule adherence, driver overwrite of headsigs. The tablet is secured by a mount with locking capabilities. The mount is wired to the vehicle fuse panel to allow for a constant charge of power with a quick connect magnet.

- The tablet serves as the **focal point** between clients' secure back-end sites (TransLoc Platform) and what is distributed to the vehicle - including Automated Voice Announcements (AVA). Administrators could push .mp3 or .WAV audio files to the tablets, which would subsequently be triggered when vehicles cross certain geofences or stop point thresholds.
- The Mobile Data Terminal (MDT) will display the previous stop, current stop, and the next stop with schedules.
- MDTs Auto Turn-on with Vehicle Ignition



Driver App Configurations: Schedule Adherence

Drivers have a "schedule adherence" interface configured where the agency can input an amount of seconds for a message to change color based on the set threshold (i.e 120 seconds for yellow or late, 300 for red or not on-time). If red or yellow, the driver needs to spend more or less time at a stop to make up time or slow down.



Schedule Adherence feature screen allows customization for when color markers get set on the driver app to notify drivers of the rides on-time performance.

Vehicle Data and Logged Driver Time

- When a vehicle is turned off, data collected includes: vehicle shutoff date and time and physical location. Driver information is not made available.
- TransLoc can provide a report which displays who made the vehicle assignments if done via the dispatcher, driver or system.
- TransLoc can provide who logged the bus on and off the route through the vehicle assignment report. This provides information on who made the assignment, the time the bus was assigned, and what time the bus came off of assignment.

Drivers Information

The TransLoc platform does not include a driver management system or driver information. The driver name with driver ID can be included but it is not connected to a route, stop, or shift. Driver ID can be connected to a vehicle and identified that way.

Hardware Integrations

PepWave Cellular GPS Router

The PepWave GPS router (hardwired) acts as the **main hub** for several services including: GPS tracking, Wi-Fi Hotspot, and communication device for APCs. The Pepwave 4G Max Mini Transit router has a multi-purpose function to support TransLoc's hardware integrations.

Key features

- On-Board WiFi: **Captive Portal**; Requires users to accept terms and conditions prior to using the WiFi; Ability to **limit the amount of data** that can be used per sign in; Customizable to include client's terms and conditions, **logo**, color scheme and custom messages; Easy setup across multiple devices; **Content blocking**
- GPS Tracking (SIM Card included)
- 3 Optional Ethernet Ports: APC (Optional); Sign (Optional); Badge Scanner (Optional)
- External antennas and Ignition Sensing/Time Delay

Remote Assistance is done through **InControl**, which helps with WiFi setup, GPS tracking information, bulk push configurations. With the VPN, TransLoc has the ability to remotely connect to the devices connected via ethernet. GPS Tracks are forwarded to GPSTGate in TransLoc using a TAIP ID for individual identification. The TAIP ID (Last four of Serial Number) is used to identify the device.

Made for Mobility





Optional Wi-Fi Vehicle Hotspot: InControl (Add-On)

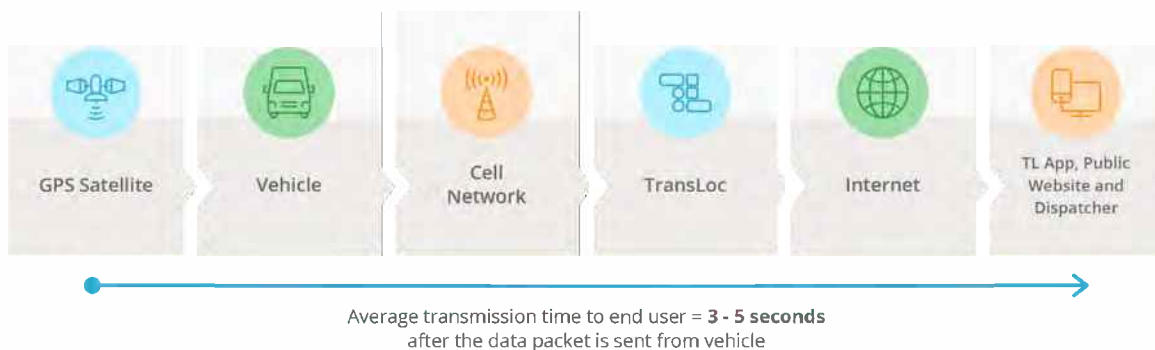
TransLoc is able to utilize the Pepwave Vehicle Router to provide Wi-Fi service for riders. Allow riders to conveniently access internet service from their mobile devices. A Wi-Fi management tool is available for administrators to view usage, create a landing page, and throttle use by device, among other features. *The data allowed per device is 100mb/device/day.



Transmitting Information & GPS Tracking Frequency

The frequency of reporting real-time vehicle location from the agency dashboard typically shows an auto refresh rate of **3-5 seconds**. This accurate and constant update allows for accurate data, such as that used to acquire vehicle historical location data. The send rate is configurable. The transmission time is static and is dependent on the speed of the cellular network and the speed of the end user's internet connection.

LAWA can view important vehicle information on the admin dashboard and re-route vehicles at a moment's notice if needed. This is how TransLoc makes sure that both administrators and passengers are receiving the information they need. Additionally, passengers do not waste time standing at bus stops or worse, miss their bus as they can view the vehicles in real-time and receive alerts and updates via push notifications and SMS texts upon subscription.



Automatic Passenger Counter Capabilities

For many years TransLoc has offered a fully compatible, rugged, automatic passenger counting system. This counting system **works in tandem with any existing TransLoc hardware and software** and allows administrators the ability to go to a single administrative and reporting portal to manage their fleet.

- Track counts by vehicle, route and stop
- Generate reports (NTD Reporting) and improve fleet management
 - APCs offer: easy setup, low cost, wireless integration, no driver integration

The automatic passenger counting units use 3D imaging to reliably detect passenger directional entry and exit movement. TransLoc sells and installs **Hella Aglaia's APS hardware** that are specifically designed to meet the rigorous standards required for agency reporting needs. Through our expert Implementation Specialists Team, TransLoc's customers typically see best-in-market accuracy that is able to **compile counting data to support customers with satisfying National Transit Database (NTD) reporting**. The units transmit passenger counting data in real-time to administrators for immediate reporting and send real-time counts to administrators based on location and stop. The APC units also have the ability to be remotely adjusted or configured for optimal performance without taking a vehicle out of service.

Real-Time Passenger Occupancy

In addition to showing the bus arrival time, the live GPS map will **show riders the occupancy of the vehicle on a graphical display**. Data from the APC and GPS are collected and received on the onboard systems as well as transmitted to our servers in real-time. The onboard storage devices are equipped with sufficient storage space for storing registered data, based on time intervals and number of stored records etc. More importantly, TransLoc APC sensors integrate with the GPS router and transmits the data packets to our server in real-time upon the closing of the door. Therefore, there should not be a concern that counts have the potential to be lost or run out of storage capacity considering that all counts are being sent to TransLoc servers throughout the day in real-time. It is through this method that we are able to provide the unique view of real-time vehicle capacity.



Hardware easily mounts above vehicle door(s) and transmits data for reporting and analysis in real time.

The APC consists of two major components:

- Counting Sensor(s) (Hella APC's)

- Wireless Connection (PepWave Routers provided)

The core component of the automatic passenger counter is a 3D stereo view providing integrated image processing and analysis functions. It can be installed near the entrance at a height of up to six meters, and will precisely evaluate an area of up to eight meters square. **It works reliably even in tough operating environments (temperature, humidity, vibration, etc.).**

One necessary component of TransLoc's automatic passenger counting system includes a WiFi router (PepWave Router that TransLoc provides) that enables the APC units to function properly. An **added benefit** for agencies is that it can offer its riders **WiFi access** from a router that is already onboard, *if agencies choose to add this feature for its riders at a higher data rate cost.* An ethernet interface enables quick and easy data transfer, **remote diagnostics and configuration** and provides the transmission of data to an on-board computer or an existing network system.

Notable TransLoc APC Features:

- Bi-directional counting on a definable area (polygon)
- Variable position of counting lines
- Detection of U-turns
- No double counting
- Automatic compensation for interference from swinging and sliding doors
- Start and stop function via door contact and movement of the bus
- No interference with other functions
- Off-the-shelf standard connectors
- Flexible positioning and tilt options facilitate retrofits

Counting Accuracy

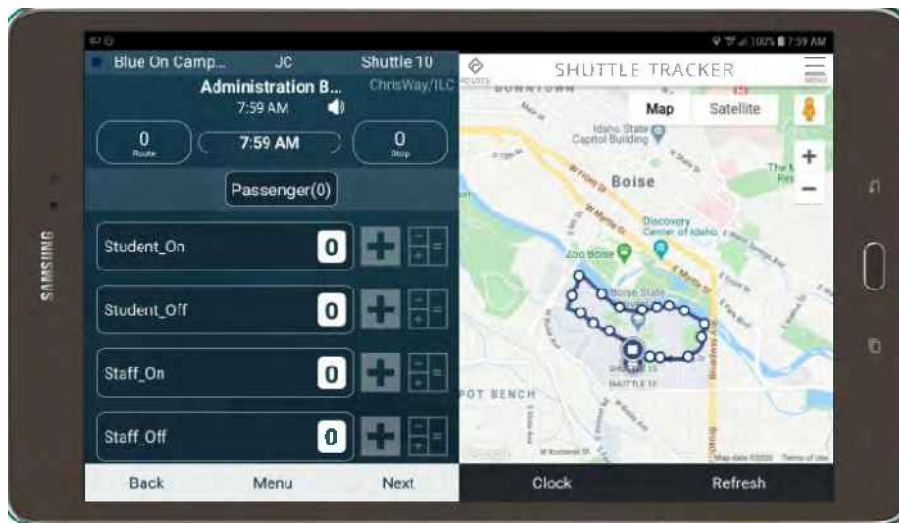
Counting accuracy will not be affected by normal variables including:

- the reasonable speed at which a person passes under a sensor
- by a passenger remaining immobile at the sensor location
- by any other obstruction of the sensor
- by variations in light and temperature within the operational specifications of the APC system

Ridership Reports (APC required)	
*DAPC option provides counting data (boardings) with custom categories	
All Ridership by Vehicles	Ridership Counts - Hourly
Average Ridership	Ridership Counts by Date and Hour
Passenger Miles	Ridership Summary Report
Raw Ridership	Ridership with Occupancy

Driver Assisted Passenger Counting and Ridership Reporting

TransLoc software allows the driver to input specific passenger counts including specific demographic passenger data such as children, disabled, biker, etc. These **categories can be customized according to the client's needs**. Drivers may use the quick punch keypad to add riders individually or the 10 digit keypad to add multiple riders at one time. The units transmit passenger counting data to administrators for reporting purposes.



TransLoc Fixed-Route Open API

TransLoc's fixed-route platform offers an open API that meets many needs. The API can be used to pull in the essential data from the live vehicle tracking website and integrate into other existing mobile apps and web interfaces. TransLoc's Fixed Route platform is built on an open API, and has historically worked to pull route, stop, schedule and ridership data into the native interface to accommodate interoperability between systems (where it is deemed necessary).

Access & Formats

- RESTful API
- Available in a JSON format

The Fixed-Route API exposes several resources that allow you to access real-time information about transit systems tracked by TransLoc Inc. Following the REST principles, all the resources available through this API are located at specific URLs for each agency site build.

<ul style="list-style-type: none"> ● Route/Stop/Schedule information ● Landmark information ● Map Configurations ● Real-time Vehicle Locations ● Real-time Arrival Predictions ● Real-time Vehicle capacity and occupancy (# onboard and %) ● Badge scan data ● Ridership data 	<ul style="list-style-type: none"> ● TransLoc does not have any PII, so our API is public and not behind a login. ● API Versioning - TransLoc leaves all exit endpoints backwards compatible. ● If a client wishes to protect the entire map and the API, we can set up a login through our front end (this feature would only work if using the TransLoc UI).
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How is access controlled for developers?

- TransLoc's API is public. However, our API calls can be set up with an API key to lockdown that data for a client, those will be shown in the documentation. The 8 categories that can be restricted are: Lock Get Routes for Map, Lock Get Routes for Map With Schedule, Lock Get Map Vehicle Points, Lock Get Vehicles, Lock Get Map Stop Estimates, Lock Get Route Stop Arrivals, Lock Get Alert Stop Arrival Times, Lock Ridership Data.

GTFS Capabilities with TransLoc

The Front-End Admin/Dispatch Dashboard can be used to access our **one-click export/download GTFS feed**. For new clients, TransLoc is able to import existing GTFS feeds during the first implementation. TransLoc's export GTFS feed follows the basic industry standards.

TransLoc: Managing Feeds

A managed GTFS feed through Transloc provides several advantages including a more streamline delivery and assurance that all errors/changes requested by Google are completed in a comprehensive and timely manner.

Who manages the GTFS feeds?

While TransLoc highly recommends that customers allow us to manage their GTFS feed for them, TransLoc is also able to assist customers who wish to manage the feed themselves. This process requires the customer to provide TransLoc with all error notifications and requests from Google to make the necessary changes and for the customer to own validation and resubmission of all feeds on their own behalf. The timeline for completion of a GTFS feed is dependent on the validation and approval from Google, which is outside of TransLoc's control and can vary from feed to feed.

GTFS Feed Approval

- To build a static GTFS feed, the TransLoc team will first build the customer's CAD/AVL site utilizing the most updated data provided by the client.

- Once the service has been built, TransLoc will export the feed and validate it through a series of checks to ensure all errors have been resolved and the feed is in accordance with Google's standard guidelines.
- *As the manager of the feed*, TransLoc will have direct access to the results and thus be able to address them directly without burdening the customer with back and forth clarification questions.
- Once a feed has been approved by the validator, TransLoc will upload the feed to Google for final review and approval.
 - Any errors or changes noted by Google will again be sent directly to TransLoc to ensure timeline resolution and ensure that any and all changes are correctly reflected in the TransLoc dispatching systems as well.
- Upon final approval from Google, the static feed will be published and available for use via Google Transit. At this time, the static feed can begin to be leveraged for Real Time capabilities.

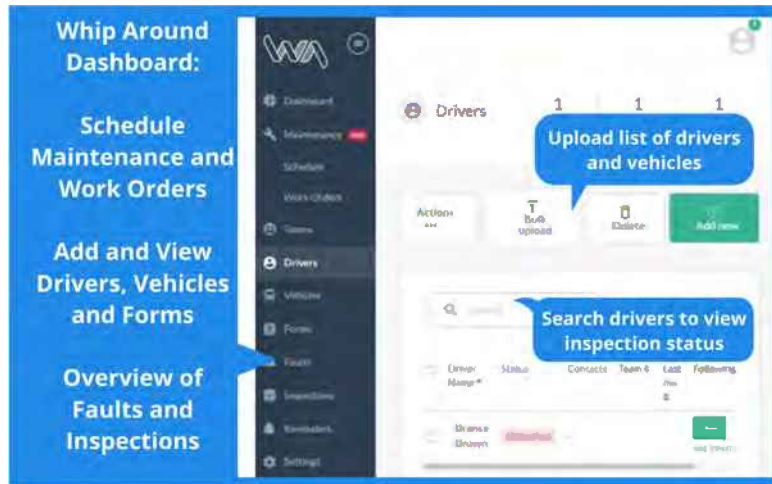
Pre-Post Trip Inspections: Optional Whip Around App

TransLoc will utilize the **Whip Around** application for Pre-Post Trip Inspection, which includes the Whip Around App for drivers and a Whip Around Dashboard for administrators to create forms, add users, and manage overall inspection data, maintenance schedules and much more. All data is **time-stamped** and information can be **exported in csv and xls file formats**.

What will Whip Around do for you?

- Speed up inspection time, take photos of damage and defects, write comments or just speak into the phone, submit inspections instantly, track the status of previous inspections and issues and simplify the compliance process

LAWA provides an app for all operators and an administrator Whip Around Dashboard where vehicles and drivers are added, reports are managed, and information needed for Pre-Post Trip Inspections is stored for the entire fleet.



Agencies can import into Whip Around a list of drivers and vehicles and their information to get them in the system for easy set-up. Whip Around provides templates where agencies can add vehicles and drivers.

Forms can be created and customized for any need that LAWA has. Each item or point of check that the agency sets can be toggled to send an alert if the driver/vehicle does not pass a certain test in the form. Once a form is created, the Whip Around dashboard can “invite” drivers who would be required to fill the new customized form and create a schedule for the cadence of completion.

View overall data for Whip Around reports for the day, week, month or view for specific drivers/vehicles. Choose the assets that are desired to filter large reports.



Airport Fixed Route

Des Moines International Airport (DSM) | Des Moines, Iowa

Des Moines International (DSM) is the largest airport in Iowa, servicing nearly 3 million passengers in 2019 and contributing \$644 million to the local economy. The airport's main terminal houses one hourly, four economy, and two long term parking lots with shuttles running continuously

on a 10-mile loop. Given its relatively small size, DSM is able to really hone in on providing a streamlined and stellar passenger experience from the moment they park their car until they arrive at their gate.



CASE STUDY

GOALS

- With the addition of a new remote parking lot, improve passenger experience by offering the ability to track location and arrival time of airport shuttle.
- An easy to implement vehicle tracking system
- Encourage passengers to park in airport parking opposed to other private lots

OUTCOMES

- Adoption of TransLoc's fixed-route services with real-time tracking available via app and website
- TransLoc set up the shuttle map and mailed the easy to install hardware
- A positive passenger experience that made parking and getting to the airport stress-free

2017

Partnered with TransLoc

3

Vehicles

<10min

Average wait time



"As a small hub airport, we can't do everything that we want to do, we have to decide what elements of technology make the most impact [for passengers]."

Brian Mulcahy - Director of Finance



GET IN TOUCH
WITH US ONLINE



OR EMAIL US





TransLoc
Powered by FORD MOBILITY

Airport Fixed Route

Greenville-Spartanburg International Airport (GSP) | Greer, South Carolina

In 2020, the Airport Service Quality awards recognized Greenville-Spartanburg International Airport (GSP) as the Best Airport in North America among airports servicing 2-5 million passengers annually. President and CEO Dave Edward said, "GSP takes great pride in providing our customers with a superior

airport experience." A growing airport, more than 2.6 million passengers traveled through GSP in 2019, a 109% increase over the last 10 years. A valet parking lot, two parking garages, and three economy lots with one terminal, GSP recognizes that smart airports, which embrace technology, are the future.



CASE STUDY

GOALS

- Improve passenger outreach and communication of shuttle operations
- Increase ridership on airport shuttles
- Enhance passenger airport experience by incorporating technology

OUTCOMES

- Implemented TransLoc's fixed-route technology to offer live shuttle tracking via a white-labeled mobile app and web experience
- Added solar-powered wayside signage in parking lots to help passengers easily locate shuttles
- Installed interactive kiosks for passengers to navigate on-site amenities and access shuttle information
- Increased ridership 27% over the first six months

2019

Partnered with TransLoc

3*

Vehicles

<8min*

Average wait time

*pre-COVID



"Operating shuttles is not cheap so, as an organization, we were eager for our customer base to know that we had shuttles operating."

Cody Bauman –
Director of Operations



GET IN TOUCH
WITH US ONLINE



OR EMAIL US



Airport Fixed Route

United Airlines at O'Hare International Airport (OD) | Chicago, Illinois

Awarded eighth best airline in the world in 2021, United Airlines continues to innovate for both customers and their employees. O'Hare International Airport serves as a hub for United and is constantly evolving through new expansions, additional point-to-point routes, satellite terminals, and ground transportation route changes. In 2018,

United's focus was improving the employee experience, serving 8,000 employees with 700 flights/day*. When a new employee parking lot was established, United took the opportunity to implement TransLoc's fixed-route services and create a white-label United app to provide accurate real-time tracking for employees and dispatchers.



GOALS

- Improve reliability of shuttle for United employees, while also providing GPS location to dispatchers
- Provide real-time shuttle tracking information to employees since set schedules remained fluid
- Maximize capacity of shuttles

OUTCOMES

- Employees no longer had to chase after a shuttle, wait times from 5-10 minutes improved to consistently less than 5 minutes
- United employee app hit 30,000 downloads and a 4.2 star rating in the app store
- Included 3 terminal stops, which resulted in improved bus capacity

2018

Partnered with TransLoc

30*

Vehicles

<5 min

Average wait time

*pre-COVID



"TransLoc's software was accurate and spot on, [out of the other competitors] you were the ones that really wowed us. TransLoc had awesome customer service with quick turnaround times."

Brian Watson, Airport Operations –
Hub Business Partners Manager



GET IN TOUCH
WITH US ONLINE



OR EMAIL US

Exhibit D: Bus.com Complaint Resolution Process

Complaint Resolution Process	
Director of Customer Service	The Director of Customer Service's role in complaint resolution is twofold. First, this person is responsible for the timely resolution of all complaints and serves as a liaison between our operations and the community. Second, they serve as a customer advocate during the process.
Initial Investigation	The General Manager reviews pertinent data, then interviews dispatchers, road supervisors, the vehicle operator, maintenance technicians, or other staff, as needed. Information is recorded and the root cause(s) of the complaint is determined.
Complainant Meeting	If necessary or requested, the General Manager arranges a meeting with the complainant to review all pertinent information. Results of the meeting are documented and a resolution is agreed upon at this time.
Additional Investigation	Based on the complainant meeting or facts that emerge from witness statements, the Director of Customer Service may initiate additional fact-finding efforts to resolve the complaint. Vehicle maintenance records and the operator's personnel file are reviewed and all information is used in developing a resolution.
Exploration of Remedy	If a passenger complaint is the result of a preventable action on the part of an employee, the Director of Safety and Training is responsible for the appropriate re- training or disciplinary action. The complainant and LAWA staff are made aware of any remedies put into effect.
Discussion in Weekly Staff Meeting	The Director of Customer Service reviews the proposed resolution with all appropriate Bus.com staff to ensure compliance with all service policies and procedures.
Resolution	Resolution occurs when it has been determined that the cause of the problem is understood, the appropriate employees have taken action to prevent the problem from recurring, and the passenger is satisfied that the complaint is resolved. The General Manager receives documentation regarding the final resolution through the automated system and is fully informed.
Re-training	If a complaint is determined to be the result of a preventable action on the part of an employee, the appropriate re-training takes place. Concerns involving route operations are addressed and documented by our Road Supervisors. Concerns involving safety are addressed and documented by our Safety Department. Concerns relating to vehicle maintenance are addressed and documented by our Maintenance Manager. In every instance, we attempt to make re-training a positive and productive experience for the employee. This creates a learning environment and ultimately increases the level of satisfactory employee performance in the future.

Evaluation	Complaints are reviewed, resolutions are discussed, and possible trends are evaluated at regular staff meetings. This helps us avoid the development of systemic problems in the future, and ensures that successful solutions adhere to Contractor and LAVA Policies and Procedures.
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Exhibit E: Initial Demographics Analysis

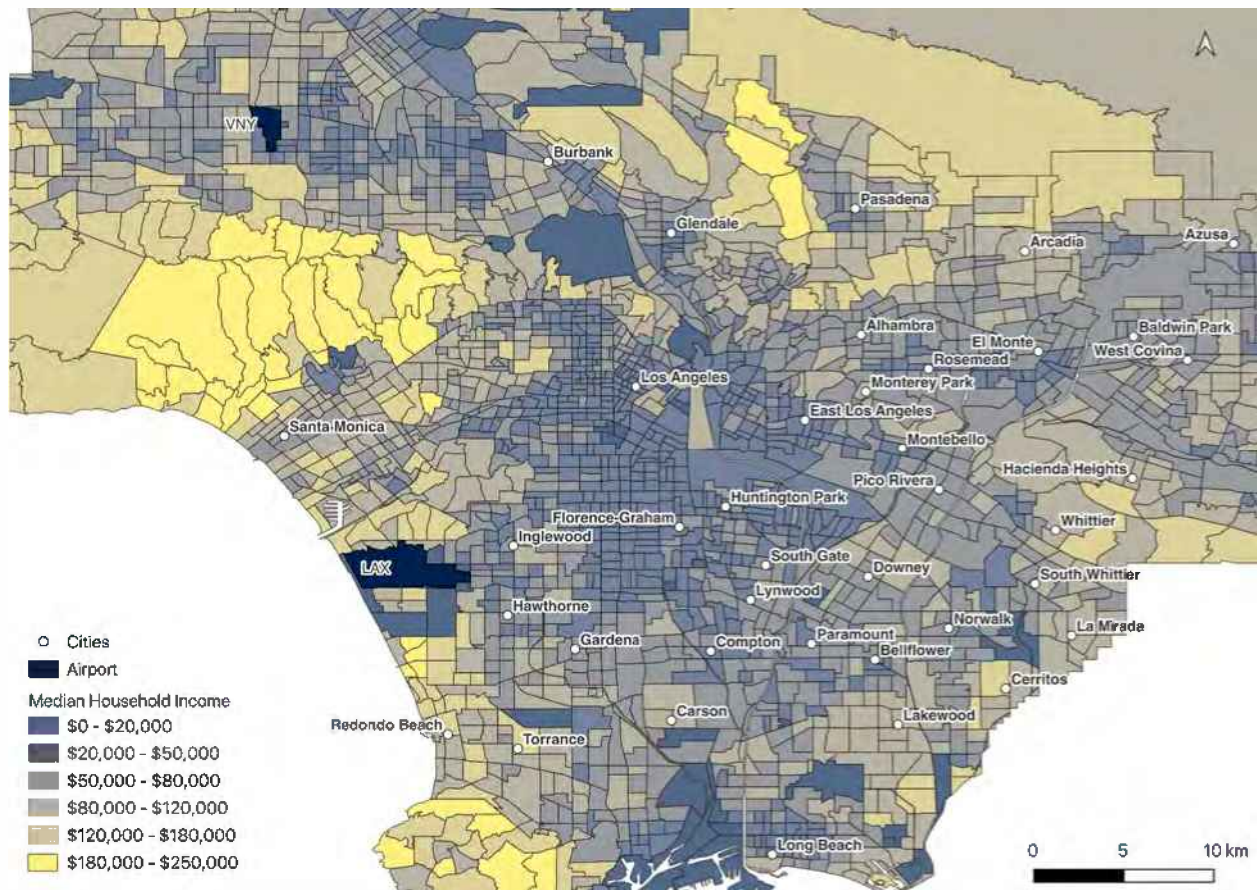
Bus.com has conducted an initial demographic analysis to further understand the potential passengers of the LAX FlyAway® service. We have conducted initial analysis that influences our proposal (the planning of our service, specifically new market development, mobility service marketing and service design planning). We will further refine our research in advance of implementation.

LAX FlyAway® offers a more affordable transportation option when compared to others such as Uber, Lyft or taxi which makes LAX FlyAway® an attractive service offering to low- and middle-income families. According to the University of Wisconsin-Madison¹¹, middle-income households (whose incomes may range between \$20,000-\$50,000), tend to be more cautious of their expenses than affluent households. They are usually more frugal and selective in their buying behaviour, actively seeking more affordable options of a good or service than their more affluent counterparts. Middle-income households are thus more likely to make up the majority of LAX FlyAway®'s ridership. Middle-income earners can be found populated in Downtown Los Angeles, Van Nuys, Long Beach, Glendale and Inglewood amongst others as seen in Figure D.1. Low-income households, on the other hand, are seen as living in poverty and generally spend very little on goods and services. It can be supposed that they won't travel as much as middle- and high-income households as travelling is considered a luxury. For this reason, we can expect they will make up the lowest portion of riders.

Figure D.2 below shows the population density of Los Angeles county. It shows that most of the areas with a high population density are areas where households are low- and middle-income earning. We can expect that many of our riders live in these neighbourhoods and this presents an opportunity for service expansion into areas such as Long Beach, Glendale and Inglewood.

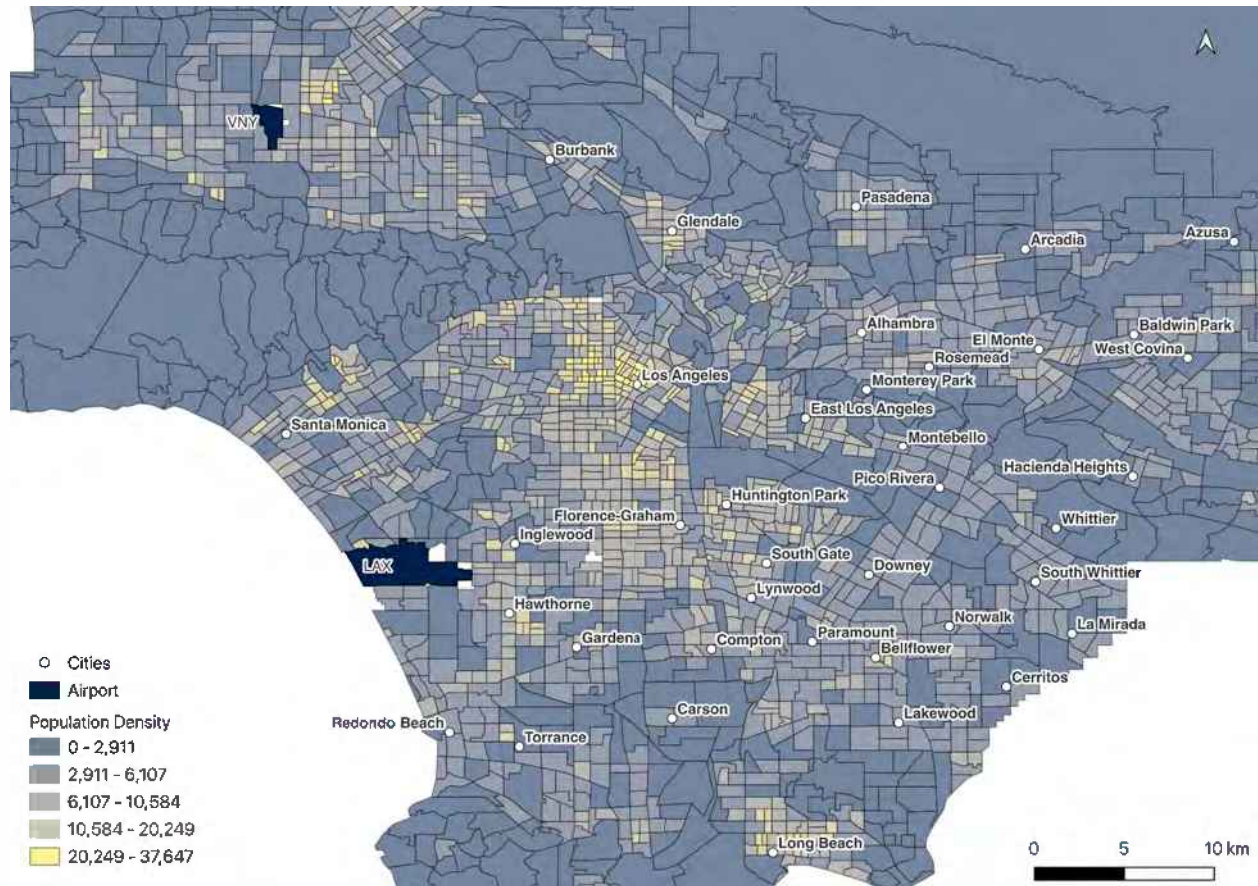
¹¹<https://fyi.extension.wisc.edu/downtown-market-analysis/understanding-the-market/demographics-and-lifestyle-analysis/>

Figure D.1 Median Household Income in Los Angeles County



Source: American Community Survey (ACS) 5-year estimate (2015-2019)

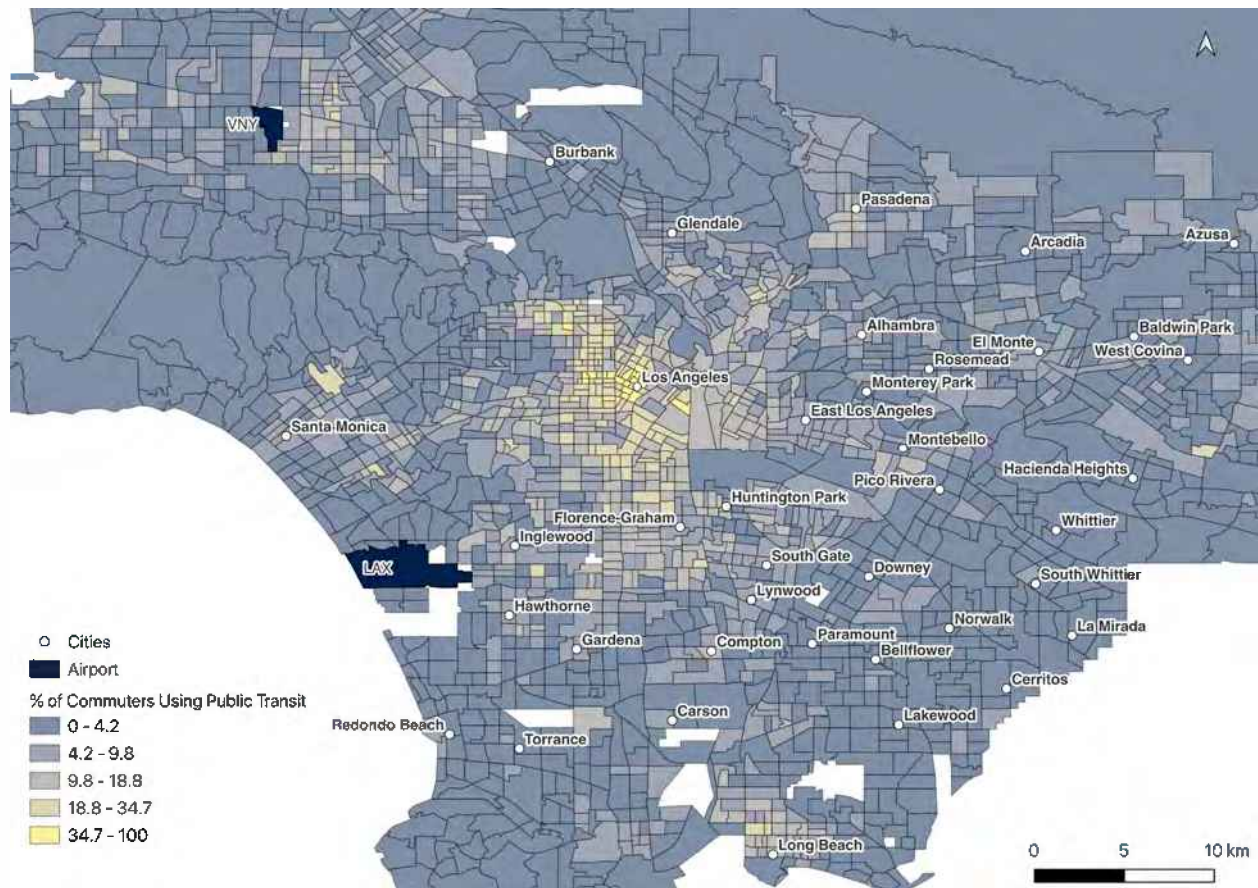
Figure D.2 Population Density in Los Angeles County



Source: American Community Survey (ACS) 5-year estimate (2015-2019)

The spatial distribution of commuters by public transportation is consistent with the spatial distribution of median household income and population density as seen in Figure D.3. It can be hypothesized that persons who use public transportation as their primary means of transportation would be more likely to use the LAX FlyAway® service than persons whose primary means of transportation is driving or ridesharing.

Figure D.3 Percentage (%) of Commuters by Public Transit in Los Angeles County



Source: American Community Survey (ACS) 5-year estimate (2015-2019)

This is just the tip of the iceberg for a complete demographic analysis. In conjunction with the collection of customer insights and ridership data, Bus.com will continue to conduct a more in-depth analysis of the demographic data to ensure that the LAX FlyAway® service is a more attractive and more accessible transportation service to and from LAX. By looking at other variables such as population growth, age, gender, occupation and ethnicity, Bus.com will use this data to inform our marketing efforts and service planning.

Despite being an initial analysis of the demographic data in LA County, we can already see that there is potential for Bus.com to explore other areas for future service expansion. A reboot of the Long Beach service is a possibility of such expansion as this neighbourhood shows a high population density coupled with a high volume of households with low- and middle-income levels and of public transportation commuters. Given that the Long Beach service was discontinued as it had much smaller ridership counts than the Van Nuys and Union Station route, Bus.com will conduct an analysis of former routes such as Long Beach to look at what worked and what didn't work and will aim to revamp these routes in our effort of making LAX FlyAway® an easily accessible and more attractive ground transportation option at LAX.

Exhibit F: Bus Wrap Advertising

Bus.com's main bus wrap advertising partner, Circuit, is able to offer third party advertising as an additional revenue option. Circuit has a successful history of planning, selling, and executing advertising campaigns for a variety of local and national advertisers. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. This revenue model helps to lessen the costs to cities and ensures that the service can continue to grow after the initial investment. Advertising options include exterior vehicle wraps, interior digital displays, email and social campaigns, and product sampling.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. This advertising program can also help to promote local businesses. We have seen several breweries, restaurants, rental and business services, events, and cultural institutions make use of this innovative marketing channel.

Based on our experience in the market, we believe the LAX Flyaway fixed routes and on-demand first/last mile service would attract considerable interest from brands. We are able to offer a revenue share option if LAWA is interested in allowing third party advertising on the vehicles.



National brands advertising campaigns on Circuit Vehicles


We see advertising as a way to reduce costs and provide a fun and engaging experience for the riders, thus helping to encourage ridership. We have found that brand sponsors improve the rider experience and the methods Circuit uses to advertise on behalf of its advertisers can also be used to market its services to future riders. Circuit has found that our parameters around appropriate ads align well with those of our partners, and LAWA would have final say on what advertisements are allowed and what is not permitted.

Circuit also nurtures close relationships with local businesses, providing opportunities for high quality, innovative campaigns. This has presented unique campaigns with local institutions such as the Los Angeles Department of Water & Power, Santa Monica Travel & Tourism, Golden Road, Getty Villa, Venice Whaler, American Film Market, as well as hotels, convention and visitor bureaus, business associations, chambers of commerce, and other local businesses.

Advertising options include exterior vehicle wraps, interior digital displays, email and social campaigns, in-app advertising, and product sampling. Some examples of past campaigns are included in the images below.




Advertising campaigns on Circuit vehicles in Santa Monica, Venice, and San Diego





Ride Receipt

Example




Mobile Banner Ad





Video Ad



Email Marketing

- **Objective:** Raise Awareness of CLIF BAR's new Nut Butter Bars & Drive purchase through special discounts.
- **Strategy:** Enable trial of new flavors via Circuit sampling and encourage purchase via online & mobile coupon distribution.
- **Results:** Over 750 samples and mobile coupons delivered in 3 days.

Example of CLIF BAR campaign showing Circuit's suite of digital advertising options, 2021

Exhibit G: Air Purification System



UNITED SAFETY ACTIVE AIR PURIFICATION



MATERIAL IN THIS PRESENTATION IS PROPRIETARY & CONFIDENTIAL, NOT TO BE SHARED WITHOUT UNITED SAFETY CONSENT

ACTIVE AIR

WHAT WILL IT TAKE FOR PEOPLE TO RIDE A CITY BUS? [REGULAR TRANSIT USERS]

7% "I'm comfortable enough already"

24% "Won't be comfortable until there's a vaccine"

69%

Will ride with the following conditions

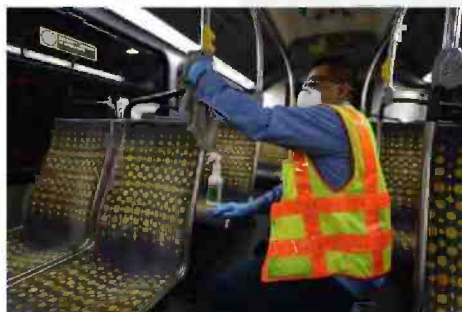
68% Clean Surfaces Regularly

63% Enough Room to Distance

62% Reduce Number of People

51% People Have to Wear Masks

47% Trusted Organization



SOLUTIONS START BY QUESTIONING THE PROBLEMS...

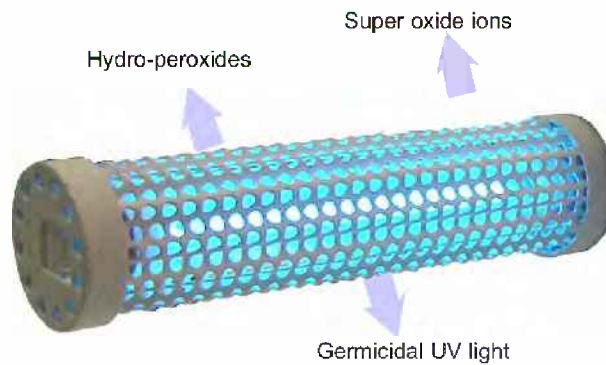
- How can we create an environment that is hostile toward bacteria and virus, but safe for human occupancy?
- How can we create a dynamic anti-microbial environment inside the passenger compartments?
- The solution must require little to no user intervention/activation, and minimal maintenance.
- Can this be done cost effectively?
- How will the device continue to be effective after the pandemic ends?

ACTIVE AIR

PHI® CELL TECHNOLOGY

PHI (Photohydroionization®) Cell produces continuous low dose airborne hydroperoxide (H_2O_2) generated via UV catalytic advanced oxidation technology, continuous low dose hydroperoxide at < 0.02 ppm.

Active technology, continually sanitizes the air & surfaces in the passenger compartment



PROVEN TECHNOLOGY

- 4 million units in service over 20-year history
- 99% kill rates with 3rd party test results (SARS-CoV-2, H1N1, Avian Flu, MRSA, E.coli, bacterial, mold, carcinogens, viruses, etc.)

NO NEGATIVE EFFECTS, HEAVILY TESTED

- Ozone, non additive to current levels
- H_2O_2 production 1/10 of OSHA limits
- UV-C, non detectable outside 6in from unit

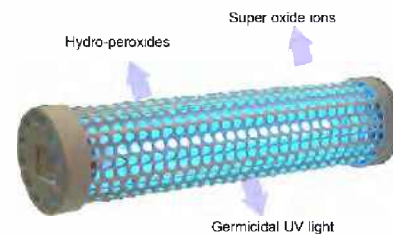
HOW DOES IT WORK

The Photohydroionization™ Cell utilizes super oxide ions, hydroperoxides, passive negative ions, and UV light targeted on a hydrated quad-metallic target to develop an advanced photo-catalytic oxidation.

ACTIVE AIR

PHI® CELL TECHNOLOGY

Known checks by technology offerings in market	United Safety's PHI Cell® Technology	UVC Induct	Ionizer	UVC Standalone	Fogging Machines
Active Filtration	✓	✓	✓		
Proven Technology	✓	✓		✓	✓
Nonrespirable impacts	✓	✓			
Proven to reduce SARS-CoV-2	✓			✓	
Sanitizes the air	✓		✓	✓	✓
Sanitizes surfaces	✓			✓	✓
Sanitizes entire passenger space	✓				
EPA registered establishment	✓				



United Safety is an EPA registered establishment and all devices are in compliance with all EPA device regulations.

ACTIVE AIR

APPLICATION TESTING



Four paths of focus to prove technology in rolling stock application.



6

ACTIVE AIR

SARS-COV-2 TESTING

TESTING & VALIDATION

Proprietary PHI Technology

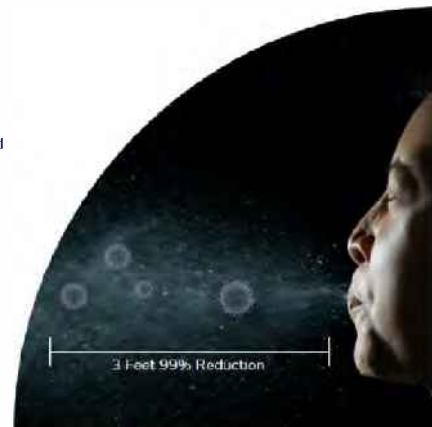
The independent third-party study focused on the inactivation of SARS-CoV-2 using RGF's proprietary PHI Technology. The testing, performed at the Innovation Bioanalysis Laboratories in Cypress, Calif., looked at neutralizing the virus within the occupied space in the air and on surfaces

The test procedure used the SARS-CoV-2 virus inside a large chamber [1,280 cu. ft.] representing a real-world air-conditioned office or home. The virus was nebulizer into the space simulating a sneeze or cough from an infected person. With the PHI Technology operating inside the chamber the virus was reduced on contact, resulting in a 99.9% reduction of the virus within the simulated environment.

Sneeze Test using PHI Technology

A testing protocol concept was used which included a "Sneeze Simulation Machine" and "Sneeze" chamber. A sneeze can travel at up to 100mph, so lung capacity, sneeze pressure, and liquid volume had to be taken into consideration to properly simulate a human sneeze. This was accomplished and the test proceeded with outstanding results.

An average of 99% reduction of sneeze germs was achieved with PHI Technology™ by RGF Environmental in a double blind test, at three feet from the sneeze source.



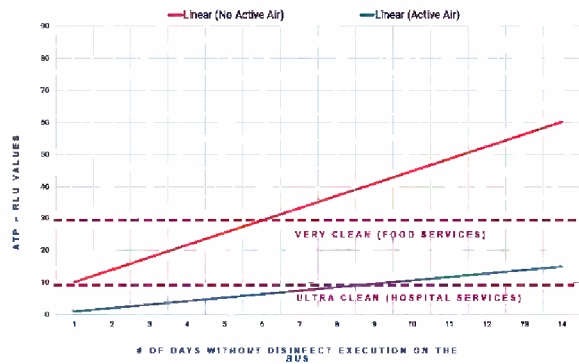
INACTIVATES SARS-COV-2 BY 99.9%



7

3RD PARTY ATP TESTING

14-DAY TEST PERIOD TRENDS WITH NO DISINFECT AS EXECUTED AT CDTA (ALBANY, NY)
SHOWING BUS WITH NO ACTIVE AIR VS. BUS WITH ACTIVE AIR INSTALLED



ATP Levels of Clean	Relative Light Units (RLU)
Ultra Clean Sterile surfaces and food preparation areas	0-10
Very Clean Critical touch points	11-30
Good Clean Floor requirement and typical microbe performance	31-50
Somewhat Dirty Caution: Surface should be cleaned and has some risk of contamination from disease-causing bacteria	61-100
Dirty Warning: Surface needs cleaning and has medium risk of contamination from disease-causing bacteria	201-500
Very Dirty Danger: Surface needs cleaning and has medium to high risk of contamination from disease-causing bacteria	501-1000
Filthy Danger: Surface needs cleaning and has high risk of contamination from disease-causing bacteria	>1000

ACTIVE AIR

COMMERCIAL AIR CUSTOMERS

CORPORATE



Miami Dolphins
Tampa Bay Buccaneers
Chipotle Mexican Grill
Subway Restaurants
Red Lobster
Gold's Gym
Google
Microsoft
FEMA Trailers

FIRST RESPONDERS



Marion County Fire Rescue, FL
Hillsborough County Fire Rescue, FL
Richmond Fire Dept, VA
Harrisburg Fire, PA
Albemarle County, VA

HOSPITALS & UNIVERSITIES



Mayo Clinic
Johns Hopkins Hospital
Duke University Hospital
Mt. Sinai Hospital
Hilton Hotels
NY University Hospital
Universities of Alabama, Auburn, Florida, Miami & Florida State

ACTIVE AIR

CAPS COMMUTER – NON DUCT APPLICATIONS

- Two options based on volume of coverage
- Each has internal airflow
- Standalone units, updated with all stainless steel
- 12 Vdc & 120 Vac
- Not just a SARS-CoV-2 response. Reduces mold/mildew, general odors, & bacteria
- Internal airflow – does not need to be connected to vehicle HVAC unit
- EPA Registered establishment: 99626-PA-1
- Designed to operate 24/7/365
- No oxidizers produced – zero corrosion
- Maintenance – annual replacement of cell



12

ACTIVE AIR

TESTIMONIALS

GREEN BAY METRO, Patty Kiewiz, Transit Director

We have been very pleased since installing the air purification system. It has assisted in providing confidence again back in public transit for not only our riders, but also for our employees. I have received many positive comments, such as sinuses being better to feeling much safer while being in an enclosed vehicle.

In regard to specific reductions in COVID-19 cases that is difficult for me to say since so many factors play into that. However, I can tell you we have had no employees or rider known COVID-19 cases since we have installed the system.

We selected to have installation done by USSC and the reason being was workload and current projects that we had going on at our facility. My maintenance team did work very closely with the installers to learn how to do it and to service them if and when needed. The installation process was extremely professional, very timely and extremely smooth.



HILLSBOROUGH SUNSHINE LINE, Scott Clark, Director

The technical team did a fantastic job. They were professional, knowledgeable and demonstrated ingenuity by identifying the least invasive process for the installations.

LINK TRANSIT, Ed Archer, Maintenance Manager

I wanted to reach out and say things went very well with the installation of the UV PHl systems in our fleet, the team you had here did a great job.

Again, great job on the entire project.

14

Exhibit H: References

Reference Form					
LAX FlyAway	Reference # 1	Reference #2	Reference #3	Reference #4	Reference #5
Company Name:	Spartan Race	Cirque Du Soleil	Sport-Travel	In-N-Out	Camp Kesem
Business Type:	Sporting Events	Events	Sporting Events	Fast Food	Camps
Company Address:	234 Congress Street, Boston, MA, 02110	8400 2nd Avenue Montreal, QC H1Z 4M6	133 Consortium Court, London, ON, N6E 2S8	4199 Campus Drive, 9th floor Irvine, CA 92612	10586 West Pico Boulevard #196, Los Angeles, CA 90064
Contact Person Name:	Jason Hayden	Marie-Ève Bédard	Jason Pritchett	Andrea Cagney	Brittani Hammer
Contact Person Title:	Vice President, Global Supply Chain	Travel Management Specialist	VP, Partnerships	Lead Event Planner, Regional Events	Camp Operations Coordinator
Contact Address:	234 Congress Street, Boston, MA, 02110	8400 2nd Avenue Montreal, QC H1Z 4M6	133 Consortium Court, London, ON, N6E 2S8	4199 Campus Drive, 9th floor Irvine, CA 92612	10586 West Pico Blvd. #196, Los Angeles, CA 90064
Telephone Number: Please be sure to include area code.	1-814-460-0469	1-514-723-7648 ext 7334	1-800-304-6346	949 509 2552	1-925-433-3028
E-mail Address:	jason.hayden@spartan.com	marie-eve.beland@cirquedusoleil.com	jason@sport-travel.com	acagney@innout.com	brittani@kesem.org
Contract Start Date: (M/D/YYYY)	Present	7/11/2020	Present	2014	Every year for summer/fall camps
Contract End Date: (M/D/YYYY)	N/A	7/11/2020	N/A	Present	Present
Contract Name:	Spartan Race	Cirque Du Soleil	Sport-Travel	In-Out-Out company outings	Buses for camps
Project/Contractual Services Description: (Must provide a brief summary of the actual contract deliverables)	Bus.com has an agreement to provide transportation services to Spartan Races in all US regions. We provide school bus vehicles to transport race participants to the location of the event from various parking locations. We provide on-site coordination as well as on-site mechanical support to ensure the event's success. Since 2016, we are on track to provide transportation services for Spartan Races in nearly 20 states, with average yearly revenue of \$500,000.	Bus.com is a national partner for Cirque du Soleil, providing transportation services for road and arena shows across Canada and the United States. We coordinate transportation services, using various vehicle types such as sprinter vans, minibuses and coach buses, across nearly 100 cities for artists and Cirque du Soleil personnel.	Bus.com has an agreement to provide ground transportation services to Sport-Travel and all of their NCAA Division I, II, III clients. We provide bus vehicles to transport coaches, staff, and student-athletes for both home and away games. We currently provide bus transportation to Sport-Travel's 3 NCAA clients: North Central University (MN, UMAC), College of Charleston (SC, CAA), Robert Morris University (PA, NEC).	Bus.com has worked with In-N-Out as their exclusive transportation provider for corporate outings throughout the United States from 2014 - present. Covering transportation for In-N-Out events held in Arizona, Washington, Oregon, Nevada, California, and Texas.	Bus.com is the exclusive provider of Camp Kesem regarding transportation for the families to the camps. In fall 2021 they booked buses for 20 camps in the United States.
Address and location of services provided:	234 Congress Street, Boston, MA, 02110	8400 2nd Avenue Montreal, QC H1Z 4M6	133 Consortium Court, London, ON, N6E 2S8	34 In-N-Out locations in Arizona, Washington, Oregon, Nevada, California, and Texas.	Boston, MA, Cleveland, OH, State College, PA, Ithaca, NY, Chicago, IL, Atlanta, GA, Tallahassee, FL, Fairfax, VA, Washington, DC, Bloomington, IN, Baltimore, MD, Columbia, MO, DeKalb, IL, Princeton, NJ, Providence, RI, Syracuse, NY, Gainesville, FL, Athens, GA, Cincinnati, OH, College Park, MD, Philadelphia, PA, Pittsburgh, PA, Tampa, FL, Burlington, VT, Madison, WI, Nashville, TN
Contract Value/Amount:	\$1,113,345 USD	\$382,523 USD	\$231,551 USD	\$1,250,000 USD	\$120,000 USD

Exhibit I: Form 1A and Form 1B

Form 1A: Staffing Plan

SUMMARY:																					
Shift:	Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday		
	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
MANAGEMENT:																					
General Manager					X			X			X			X			X				
Operations Manager			X	X			X	X				X		X			X	X			
Maintenance Manager					X	X			X		X	X			X		X			X	
Safety Manager		X			X					X	X	X		X				X		X	X
Training Manager					X			X		X						X				X	
TRANSPORTATION STAFF:																					
Mechanics	X			X			X			X						X					
Mechanics		X			X			X			X			X				X			
Mechanics					X				X		X	X		X	X			X			X
Mechanics					X					X		X		X			X			X	
On Site Supervisor	X			X				X					X	X		X	X				
Customer Service Supervisor		X			X			X			X					X	X				
Customer Service Representatives					X			X			X			X						X	
Customer Service Representative					X	X			X			X			X			X			
Customer Service Representative		X			X	X				X	X					X			X		
Dispatch FT		X			X			X			X			X							
Dispatch FT				X			X			X	X			X		X	X			X	
Dispatch FT					X						X				X						
Dispatch FT					X						X				X				X		
Dispatch PT			X							X								X			X
Dispatch PT	X															X			X		
Bus washers		X			X			X			X			X			X			X	
Bus washers					X			X			X	X				X				X	
Bus washers			X								X			X			X				X
Count:	3	6	3	4	8	5	3	9	5	4	9	7	3	8	5	4	7	6	2	6	3
Daily Total:	12			17			17			20			15			17			11		
LEGEND:																					
I - Graveyard Shift																					
II - Day Shift																					
III - Swing Shift																					

Form 1B: Transportation Plan

1. Union Station

UNION STATION	5AM - 6AM	6AM - 7AM	7AM - 8PM	8AM - 9AM	9AM-10A M	10AM - 11AM	11AM - 12PM	12PM - 1PM	1PM - 2PM	2PM - 3PM	3PM - 4PM	4PM - 5PM	5PM - 6PM	6PM - 7PM	7PM - 8PM	8PM - 9PM	9PM - 10PM	10PM - 11PM	11PM - 12:15AM
BUS COUNT	4	5	5	7	6	6	4	6	8	10	9	9	10	8	6	4	3	3	3
1	DRIVER 1	DRIVER 1	DRIVER 1	DRIVER 1	DRIVER 1	BREAK	DRIVER 1	DRIVER 1	DRIVER 2	DRIVER 2	BREAK	DRIVER 2	DRIVER 2	DRIVER 2	BREAK	DRIVER 2	DRIVER 2		
2	DRIVER 3	DRIVER 3	DRIVER 3	DRIVER 3	DRIVER 3	DRIVER 3	BREAK	DRIVER 3	DRIVER 4	DRIVER 4	DRIVER 4	BREAK	DRIVER 4	DRIVER 4	BREAK	DRIVER 4	DRIVER 4		
3	DRIVER 5	DRIVER 5	DRIVER 5	DRIVER 5	DRIVER 5	DRIVER 5	BREAK	DRIVER 5	DRIVER 6	DRIVER 6	DRIVER 6	DRIVER 6	DRIVER 6	DRIVER 6	DRIVER 6	BREAK	DRIVER 6	DRIVER 6	DRIVER 6
4	DRIVER 7	DRIVER 7	DRIVER 7	DRIVER 7	BREAK	DRIVER 7	DRIVER 7	DRIVER 7	DRIVER 8	DRIVER 8	DRIVER 8	DRIVER 8	DRIVER 8	DRIVER 8	DRIVER 8	DRIVER 8	BREAK	DRIVER 8	DRIVER 8
5		DRIVER 9	DRIVER 9	DRIVER 9	DRIVER 9	DRIVER 9	BREAK	DRIVER 9	DRIVER 9	DRIVER 9	DRIVER 10	DRIVER 10	DRIVER 10	DRIVER 10	DRIVER 10	DRIVER 10	BREAK	DRIVER 10	DRIVER 10
6				DRIVER 11	DRIVER 11	DRIVER 11	DRIVER 11	BREAK	DRIVER 11	DRIVER 11	DRIVER 11	DRIVER 11	DRIVER 11						
7				DRIVER 12	DRIVER 12	DRIVER 12	DRIVER 12	DRIVER 12	BREAK	DRIVER 12	DRIVER 12	DRIVER 12	DRIVER 12						
8									DRIVER 13	DRIVER 13	DRIVER 13	DRIVER 13	DRIVER 13	DRIVER 13	DRIVER 13				
9									DRIVER 14	DRIVER 14	DRIVER 14	DRIVER 14	DRIVER 14	DRIVER 14	DRIVER 14				
10									DRIVER 15	DRIVER 15	DRIVER 15	DRIVER 15	DRIVER 15	DRIVER 15	DRIVER 15				
11																			

2. Van Nuys

VAN NUYS	3AM-4A M	4AM - 5AM	5AM - 6AM	6AM - 7AM	7AM - 8PM	8AM - 9AM	9AM-10A M	10AM - 11AM	11AM - 12PM	12PM - 1PM	1PM - 2PM	2PM - 3PM	3PM - 4PM	4PM - 5PM	5PM - 6PM	6PM - 7PM	7PM - 8PM	8PM - 9PM	9PM - 10PM	10PM - 11PM	11PM - 12AM	12AM - 1:15AM
BUS COUNT	9	13	10	11	11	11	9	13	13	7	9	7	10	13	12	12	11	12	9	3	3	3
1	DRIVER 1	DRIVER 1	BREAK	DRIVER 1	DRIVER 1	DRIVER 1	DRIVER 1	DRIVER 1	DRIVER 1	DRIVER 2	DRIVER 2	BREAK	DRIVER 2	DRIVER 2	DRIVER 2	DRIVER 2	DRIVER 2					
2	DRIVER 3	DRIVER 3	BREAK	DRIVER 3	DRIVER 3	DRIVER 3	DRIVER 3	DRIVER 3	DRIVER 3	DRIVER 4	DRIVER 4	BREAK	DRIVER 4	DRIVER 4	DRIVER 4	DRIVER 4	DRIVER 4					
3	DRIVER 5	DRIVER 5	DRIVER 5	DRIVER 5	DRIVER 5	DRIVER 5	BREAK	DRIVER 5	DRIVER 5	DRIVER 6	DRIVER 6	BREAK	DRIVER 6	DRIVER 6	DRIVER 6	DRIVER 6	DRIVER 6					
4																						
5																						
6	DRIVER 7	DRIVER 7	BREAK	DRIVER 7	DRIVER 7	DRIVER 7	DRIVER 7	DRIVER 7	DRIVER 7		DRIVER 8	DRIVER 8	BREAK	DRIVER 8	DRIVER 8	DRIVER 8	DRIVER 8	DRIVER 8				
7	DRIVER 9	DRIVER 9	DRIVER 9	BREAK	DRIVER 9	DRIVER 9	DRIVER 9	DRIVER 9	DRIVER 9		DRIVER 10	DRIVER 10	BREAK	DRIVER 10	DRIVER 10	DRIVER 10	DRIVER 10	DRIVER 10				
8	DRIVER 11	DRIVER 11	DRIVER 11	DRIVER 11	BREAK	DRIVER 11	DRIVER 11	DRIVER 11	DRIVER 11		DRIVER 12	DRIVER 12	BREAK	DRIVER 12	DRIVER 12	DRIVER 12	DRIVER 12	DRIVER 12				
9	DRIVER 13	DRIVER 13	DRIVER 13	DRIVER 13	DRIVER 13	BREAK	DRIVER 13	DRIVER 13	DRIVER 13		DRIVER 14	DRIVER 14	DRIVER 14	DRIVER 14	BREAK	DRIVER 14	DRIVER 14	DRIVER 14				
10	DRIVER 15	DRIVER 15	DRIVER 15	DRIVER 15	DRIVER 15	DRIVER 15	BREAK	DRIVER 15	DRIVER 15		DRIVER 16	DRIVER 16	DRIVER 16	DRIVER 16	DRIVER 16	BREAK	DRIVER 16	DRIVER 16				
11	DRIVER 17	DRIVER 17	DRIVER 17	DRIVER 17	DRIVER 17	DRIVER 17	BREAK	DRIVER 17	DRIVER 17		DRIVER 18	DRIVER 18	DRIVER 18	DRIVER 18	DRIVER 18	DRIVER 18	BREAK	DRIVER 18	DRIVER 18			
12		DRIVER 19	DRIVER 19	BREAK	DRIVER 19	DRIVER 19	DRIVER 19	DRIVER 19	DRIVER 19		DRIVER 20	DRIVER 20	DRIVER 20	DRIVER 20	DRIVER 20	DRIVER 20	BREAK	DRIVER 20	DRIVER 20			
13		DRIVER 21	DRIVER 21	DRIVER 21	BREAK	DRIVER 21	DRIVER 21	DRIVER 21	DRIVER 21		DRIVER 22	DRIVER 22	DRIVER 22	DRIVER 22	DRIVER 22	DRIVER 22	BREAK	DRIVER 22	DRIVER 22			
14		DRIVER 23	DRIVER 23	DRIVER 23	DRIVER 23	BREAK	DRIVER 23	DRIVER 23	DRIVER 23		DRIVER 24	DRIVER 24	DRIVER 24	DRIVER 24	DRIVER 24	DRIVER 24	DRIVER 24	BREAK	DRIVER 24	DRIVER 24		
15		DRIVER 25	DRIVER 25	DRIVER 25	DRIVER 25	DRIVER 25	BREAK	DRIVER 25	DRIVER 25		DRIVER 26	DRIVER 26	DRIVER 26	DRIVER 26	DRIVER 26	DRIVER 26	DRIVER 26	DRIVER 26	BREAK	DRIVER 26	DRIVER 26	
16																						

Exhibit J: Cost Proposal Forms

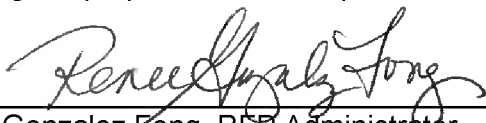
 Cost_Forms_LAWA (FINAL).xlsx

ADDENDUM NO. 1

To All Prospective Proposers:

The information provided via this Addendum No.1 shall be incorporated into the Request for Proposals document package as though fully set forth therein.

This Addendum No. 1 provides additional instructions to the Request for Proposals for Operation and Management of LAX FlyAway® Services at LAX released on August 6, 2021 providing the proposers of the request for clarifications and the responses.



Renee Gonzalez Fong, RFP Administrator
Ground Transportation Services
Los Angeles World Airports

September 21, 2021

Date

Proposer Acknowledgement

I acknowledge receipt of Addendum No. 1 for the Request for Proposals for Operation and Management of LAX FlyAway® Service released on August 6, 2021. The Proposal is in accordance with the information, instructions and stipulations set forth in Addendum No. 1.

Signature: Maxie Lafleur

Date: November 10, 2021

Company: 9139249 Canada Inc. DBA Bus.com

Phone: +1 855-428-7266

Note: This signed Addendum No. 1 acknowledgement notice must accompany your submitted proposal. The signed notice is to be placed in Section 1, immediately behind the Cover Letter. Failure to include this completed notice may deem your proposal non-responsive.

Item No. 1:

Section 2.2.6 Evaluation and Selection Procedure is revised to remove reference to “2nd Round”:

D. APPROVAL OF SELECTION AND AWARD OF CONTRACT

It is the intent of LAWA to conduct contract negotiations with the ~~2nd Round's~~ top ranked Proposer. If the top-ranked Proposer is unable to execute and return a final contract within **15 business days** of the beginning of negotiations with LAWA, LAWA reserves the right to enter into negotiations with the next ranked Proposer.

Item No.2:

Attachment A – Request for Clarification Responses (Q&A)

Attachment B – Additional FlyAway Data

Attachment C – Exhibit K

The foregoing is hereby incorporated into the RFP document package as though fully set forth therein.

ADDENDUM NO. 2

To All Prospective Proposers:

The information provided via this Addendum No.2 shall be incorporated into the Request for Proposals document package as though fully set forth therein.

This Addendum No. 2 revises the Request for Proposals for Operation and Management of LAX FlyAway® Services at LAX released on August 6, 2021.



Renee Gonzalez Fong, RFP Administrator
Ground Transportation Services
Los Angeles World Airports

November 3, 2021

Date

Proposer Acknowledgement

I acknowledge receipt of Addendum No. 2 for the Request for Proposals for Operation and Management of LAX FlyAway® Service released on August 6, 2021. The Proposal is in accordance with the information, instructions and stipulations set forth in Addendum No. 2.

Signature: Maxie Lafleur

Date: November 10, 2021

Company: 9139249 Canada Inc. DBA Bus.com

Phone: +1 855-428-7266

Note: This signed Addendum No. 2 acknowledgement notice must accompany your submitted proposal. The signed notice is to be placed in Section 1, immediately behind the Cover Letter. Failure to include this completed notice may deem your proposal non-responsive.

Item No. 1:

Due date is changed to **November 12, 2021, 2:00 PM Pacific Standard Time**

Item No. 2:

Appendix 4.1 Administrative Requirements is revised removing in its entirety the BID/PROPOSAL BOND requirement.

- A. Removing in its entirety from Administrative Requirements on page 4

~~3. BID/PROPOSAL BOND~~

~~Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company in the amount of \$200,000.00, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.~~

~~If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.~~

~~Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.~~

~~Attachments:~~

- ~~▲ Instructions for Bid/Proposal Bond Form~~
- ~~▲ Bid Bond~~

- B. Removing in its entirety from Administrative Requirements Checklist, Item 3 on page 12

~~3. BID/PROPOSAL BOND~~

- ☐ ~~Is the "Instructions for Bid/Proposal Bond Form" completed?~~

~~Select A, B, or C, as applicable:~~

~~A. Certified Check~~

- ☐ ~~Is the amount of the certified check \$200,000.00?~~
☐ ~~Is the certified check attached to the Instructions form and enclosed in the Packet?~~

~~B. Cashier's Check~~

- ☐ ~~Is the amount of the cashier's check \$200,000.00?~~
☐ ~~Is the cashier's check attached to the Instructions form and enclosed in the Packet?~~

~~C. Surety Bond~~

- ☐ ~~Is the amount of the bond \$200,000.00?~~
☐ ~~Is the bond completed and signed by the surety company?~~
☐ ~~If a corporation, is the corporate seal affixed to the bond?~~
☐ ~~Is the surety bond attached to the Instructions form and enclosed in the Packet?~~

~~Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.~~

- C. Removing in its entirety INSTRUCTIONS FOR BID/PROPOSAL BOND FORM

The foregoing is hereby incorporated into the RFP document package as though fully set forth therein.

Appendix

4.1. Administrative Requirements

Part Two – Administrative Requirements.

Administrative Requirements

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. Please note that all documents must be signed by the duly authorized representative of the entity or sole proprietor. In the event of a **Joint Venture (JV)**, officers authorized by **each entity must sign and submit a separate set of the following documents:**

- Vendor Identification Form
- List of Other City of Los Angeles Contracts
- Affidavit of Non-Collusion
- Bidder Contributions CEC Form 55
- Contractor Responsibility Questionnaire and Pledge of Compliance
- Iran Contracting Compliance Affidavit
- Equal Benefits Ordinance Compliance Affidavit
- Municipal Lobbying Ordinance Bidder Certification CEC Form 50

This Packet should be bound separately from other parts of your bid/proposal and clearly labeled “Administrative Requirements Packet”. Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>

1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.cdtfa.ca.gov/services/permits-licenses.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements> to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (844) 663-4411, Web: <http://finance.lacity.org>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>.

- **Out-of-state Vendors**

The State of California requires the City of Los Angeles (City) to withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms. The tax withholding rate is seven percent (7%) of payments subject to withholding.

If you are out-of-state vendor, please return one of the following forms to help the City clarify your nonresident tax withholding status:

- Form 590, Withholding Exemption Certificate, certifying exemption from the withholding requirement.
- Form 587, Nonresident Income Allocation Worksheet, which allocates the expected income under the City contract for work completed within and outside of California
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, Nonresident Withholding Waiver Request to the CAFTB)

- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 Nonresident Reduced Withholding Request to CAFTB)

2. AFFIDAVIT OF NON-COLLUSION

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached “Affidavit to Accompany Proposals or Bids” with the bid/proposal.

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachment:

- Affidavit of Non-Collusion

3. BID/PROPOSAL BOND

Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier’s check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company in the amount of **\$200,000.00**, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.

If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachments:

- Instructions for Bid/Proposal Bond Form
- Bid Bond

4. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either

the contract is approved or, for successful bidders/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Bidder Contributions CEC Form 55
- Los Angeles City Ethics Commission Special Bulletin, available at http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf

5. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) 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.

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 attached "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.

For the list of Contractor Responsibility Program respondents, please visit our website www.lawa.org -> Contractor Responsibility Program -> Contractor Responsibility Program Questionnaire Respondents.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

6. IRAN CONTRACTING ACT OF 2010

Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) (found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

Attachment:

- Iran Contracting Act of 2010 Compliance Affidavit

7. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

Bidders/Proposers/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or proposals or leases. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

Attachment:

- EBO Compliance Affidavit

8. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to the commencement of this contract, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to the commencement of the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> Administrative Requirements -> Insurance.

9. MUNICIPAL LOBBYING ORDINANCE

The City's Municipal Lobbying Ordinance, Los Angeles Municipal Code, Section 48.09, requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit and sign the Bidder Certification CEC Form 50 will render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Municipal Lobbying Ordinance, available at http://www.lawa.org/welcome_LAWA.aspx?id=586
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586

10. SMALL BUSINESS ENTERPRISE PROGRAM

The Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 24820 of the Board of Airport Commissioners, LAWA's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in construction, non-professional, professional, and personal services projects valued over \$150,000.

The SBE Program is a results-oriented program, requiring firms that receive contracts from LAWA to utilize certified SBEs.

Based on the work to be performed, the *mandatory* SBE participation level for this project has been set at 10% SBE.

Failure to meet this SBE participation level may disqualify bidding/proposing firms from being considered for award of the contract.

Primes shall be responsible for determining the SBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory SBE requirement. A subcontractor must qualify as an SBE based on the type of work it will be performing on the project. If the prime contractor is an SBE, the prime's participation in the contract will count as 100% SBE.

Attachments:

- Frequently Asked SBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

The following supplementary information is available at www.lawa.org:

- SBE Rules and Regulations
- SBE Certification Application and Information

11. MANDATORY LOCAL BUSINESS ENTERPRISE AND LOCAL SMALL BUSINESS ENTERPRISE PROGRAM

Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 25948 of the Board of Airport Commissioners, LAWA's Mandatory Local Business Enterprise and Local Small Business Enterprise (LBE/LSBE) Program was created to provide additional opportunities for local and local small businesses to participate in contracts for the procurement of goods, equipment and services, including design and construction, when the contract involves an expenditure in excess of \$150,000.

The mandatory LBE/LSBE Program is designed as a subcontracting program. A Contractor (Prime) may not satisfy the Local Business requirement by virtue of its own status as a Local Business. A Prime shall satisfy the Local Business requirement only through the use of Local Subcontractors. A Prime may satisfy the Local Small Business requirement if the Prime itself is a Local Small Business. If a Prime is not a Local Small Business, it shall satisfy the Local Small Business requirement through the use of Local Small Business Subcontractors.

NOTE: A Local Small Business is a firm that is certified as an SBE and LBE. Please see the SBE, LBE, LSBE FAQs sheets in this administrative package for more information.

Based on the work to be performed, the mandatory LBE/LSBE participation level(s) for this project have been set at 3% LBE and 2% LSBE (this is a subset of the 3% LBE)

Failure to meet the LBE/LSBE participation level(s) may disqualify bidding/proposing firms from being considered for award of the contract. Primes shall be responsible for determining the LBE/LSBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory LBE/LSBE requirement(s).

Attachments:

- Frequently Asked LBE/LSBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

12. MANDATORY LOCAL-STATE DISABLED VETERANS BUSINESS ENTERPRISE PROGRAM

Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 26205 of the Board of Airport Commissioners, LAWA's Mandatory Local-State Disabled Veterans Business Enterprise (DVBE) Program was created to serve the purpose of rewarding disabled veterans for the military service, easing the transition from military service to civilian life, and attracting loyal and well-disciplined people to participate in government contracting opportunities for the procurement of goods, equipment and services, including design and construction, when the contract involves an expenditure in excess of \$150,000.

A Contractor (Prime) may satisfy the Local-State Disabled Veterans Business requirements by virtue of its own status as a Local-State Disabled Veterans Business. If a Prime is not a Local-State Disabled Veterans Business, it shall satisfy the Local-State Disabled Veterans Business requirements through use of Local-State Disabled Veterans Business Subcontractors.

Based on the work to be performed, the mandatory DVBE participation level(s) for this project have been set at: 1% DVBE.

Failure to meet the DVBE participation level(s) may disqualify bidding/proposing firms from being considered for award of the contract. Primes shall be responsible for determining the DVBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory DVBE requirement(s).

Attachments:

- Frequently Asked DVBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

13. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 26356 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at ProcurementServices@lawa.org or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations
- First Source Hiring
- Living Wage Ordinance

Checklist

Administrative Requirements Checklist



BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. VENDOR IDENTIFICATION FORM

- ☒ Is the required Vendor Identification Form completed and signed?
- ☒ Is the BTRC/VRN number provided?
- ☒ Is the EEOO contact information provided?
- ☒ Is the list of previous City contracts attached? (If applicable)
- ☒ Is the Form enclosed in the Packet?

2. AFFIDAVIT OF NON-COLLUSION

- ☒ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☒ Is the Affidavit notarized?
- ☒ Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

3. BID/PROPOSAL BOND

- ☒ Is the "Instructions for Bid/Proposal Bond Form" completed?

Select A, B, or C, as applicable:

A. Certified Check

- ☒ Is the amount of the certified check **\$200,000.00**?
- ☒ Is the certified check attached to the Instructions form and enclosed in the Packet?

B. Cashier's Check

- ☒ Is the amount of the cashier's check **\$200,000.00**?
- ☒ Is the cashier's check attached to the Instructions form and enclosed in the Packet?

C. Surety Bond

- ☒ Is the amount of the bond **\$200,000.00**?
- ☒ Is the bond completed and signed by the surety company?
- ☒ If a corporation, is the corporate seal affixed to the bond?
- ☒ Is the surety bond attached to the Instructions form and enclosed in the Packet?

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

4. BIDDER CONTRIBUTIONS

- ☒ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☒ Schedule A - Please list all principals on Schedule A.
- ☒ Schedule B - Please list all subcontractors and their principals on Schedule B (If you check "Yes")
- ☒ Is the Form enclosed in the Packet?

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

5. CONTRACTOR RESPONSIBILITY PROGRAM

- ☒ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☒ Is the Questionnaire enclosed in the Packet?
- ☒ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☒ Is the Pledge of Compliance enclosed in the Packet?

6. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

- ☒ Have you read and checked one of the options?
- ☒ Is the Affidavit enclosed in the Packet?

7. EQUAL BENEFITS ORDINANCE

- ☒ Is the EBO Compliance Affidavit Form completed and signed?
- ☒ Is the Form enclosed in the Packet?

8. MUNICIPAL LOBBYING ORDINANCE

- ☒ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☒ Is the Certification enclosed in the Packet?

9. BUSINESS ENTERPRISE PROGRAM

- ☒ Is the Subcontractor Participation Plan completed and enclosed?
- ☒ Is the AFFIDAVIT completed and enclosed?
- ☒ If applicable, is a copy of the certification (SBE, LBE/LSBE, DVBE) enclosed?

THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:

10. AFFIRMATIVE ACTION

- ☒ Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

11. ASSIGNMENT OF ANTI-TRUST CLAIMS

- ☒ Have you read and agreed with California Government Code Sections 4550 – 4554?

12. CHILD SUPPORT OBLIGATIONS

- ☒ Have you read and agreed with Child Support Obligations provisions?

13. FIRST SOURCE HIRING PROGRAM

- ☒ Have you read and agreed with First Source Hiring Program provisions?

14. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinances:

- ☒ Is the appropriate Exemption form completed and signed?
☒ Is the Exemption form enclosed in the Packet?

IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

COURTESY REVIEW (OPTIONAL)

For this project, LAWA Procurement Services Division is offering a courtesy review of the following required administrative documents prior to your bid/proposal submission due date. You may submit any one or all of these documents for a “pro forma” review.

- City Ethics Commission (CEC) Bidder Contribution Form 50 – Bidder Certification
- City Ethics Commission (CEC) Bidder Contribution Form 55 – Prohibited Contributors
- Affidavit of Non-Collusion
(if not notarized at the time of courtesy review, it **MUST** be notarized in your final submission)

Please attach your completed forms (in PDF format) and send by email to: PSDAdminDocs@lawa.org no later than SEVEN (7) calendar days prior to the bid/proposal due date of your project. In the subject line, include: **BAVN ID No. and Project/Bid Title**. (Example: “Courtesy Review: BAVN 12345 – LAX Construction”). Do NOT include other required administrative forms that are not listed here.

Procurement Services will respond by email and may offer comments for further clarification or action needed, or find acceptable as reviewed. If the courtesy review documents are submitted after the seven days prior, Procurement staff may not guarantee review and response before the due date.

This courtesy review is to prompt your attention to these forms and does not preclude your organization from including the documents in your RFB/RFP submission. Proposer is fully responsible for the accuracy and completeness of the final documents, signatures, and timeliness of submission for all administrative requirements. Failure to comply in the final submission may deem your bid or proposal non-responsive.

For all other questions, inquiries, or correspondences not concerning these documents, please refer to the respective RFB/P for instructions on submitting questions.

Vendor Identification Form

VENDOR IDENTIFICATION FORM



ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

GENERAL INFORMATION

Legal Name: 9139249 CANADA INC.		Doing Business As: Bus.com	
Are you an independent contractor eligible to receive a 1099-MISC? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> EIN or SSN: 98-1325773 (A TIN (SSN or EIN) and W-9 are required)		License or Registration Number (if applicable): 	
		Payment Terms (code): 	
		Seller's Permit Number (if applicable): 	
Ownership: <input type="checkbox"/> Individual / Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Other (specify):	Applicable to Out-of-state Vendors: Submit per CA FTB Pub 1017, Resident/ Nonresident Withholding for information go to : www.ftb.ca.gov/ <input checked="" type="checkbox"/> Form-590 <input type="checkbox"/> Form-588 <input type="checkbox"/> Form-589 <input type="checkbox"/> Form-587 For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515	BTRC/Vendor Registration Number:	
		<div style="border: 1px solid black; text-align: center; padding: 2px;"> 0 0 0 3 2 4 2 8 1 4 </div> <p style="color: red; font-size: small;">Bus.com's application for Tax Registration Certificate was submitted and received on 03/08/2021. The confirmation # for this transaction is R580317803082021.</p> <input checked="" type="checkbox"/> BTRC/VRN application pending (please attach the application)	
		For instructions please go to: https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm	

BUSINESS ADDRESS

Street: 4200 BLVD ST-LAURENT	Suite #: 610	Contact Person: Oleh Kaluzny	
City: Montreal		Contact Person's Title: VP of Business Management	
State: Quebec	Zip Code: H2W 2R2	Fax: N/A	Phone: 514-826-6534
Website: Bus.com		Email: bids@bus.com	
Remittance address (if required and different from the above): N/A			

BUSINESS INFORMATION

Service Area: International <input checked="" type="checkbox"/> National <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Local <input type="checkbox"/>	Years in Business: 7	Number of Employees: 45
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BUSINESS CERTIFICATION (Check all that apply)

<input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Small Business Enterprise (according to SBA criteria) <input type="checkbox"/> Minority Women Business Enterprise (MWB)	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise <input type="checkbox"/> Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.
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NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

EEO Officer (name):	Phone Number:
EEO Officer's Title:	Email:

Have you had contracts with the City of Los Angeles in the last 10 years? No ☒ Yes ☐. If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature *Maxie Lafleur*

Date October 26, 2021

Print Name Maxie Lafleur

Title Chief Executive Officer

For LAWA use only:

Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____
Phone No: _____	
SAP Action (send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

TAXABLE YEAR

CALIFORNIA FORM

2021 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

Los Angeles World Airports (LAWA)**Payee Information**

Name

9139249 CANADA INC.☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.0003242814

Address (apt./ste., room, PO box, or PMB no.)

1267 WILLIS STREET SUITE 200

City (If you have a foreign address, see instructions.)

Los Angeles

State ZIP code

CA 96001**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Maxie Lafleur, Chief Executive Officer Telephone 438-354-5676Payee's signature ► Maxie Lafleur Date 11/12/2021

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS**City of Los Angeles TEMPORARY Tax Registration Certificate****BUSINESS TAX****APPLICATION DATE: 03/08/2021**

BUSINESS ACCOUNT NO.	Fund Class	DESCRIPTION	STARTED	STATUS
0003242814	L046	Prop/ Coll/ Sport/ Vend/ Freight	03/01/2021	Pending
0003242814	L187	Common Carrier Bus	03/01/2021	Pending
0003242814	L194	Transporting Persons for Hire	03/01/2021	Pending
0003242814	L294	Transporting Persons for Hire	03/01/2021	Pending

BUS.COM**Expiration Date: 09/08/2021****Primary Business Address:**

1267 WILLIS STREET SUITE 200
REDDING, CA 96001

Mailing Address:

1267 WILLIS STREET SUITE 200
REDDING, CA 96001

Issued By: OFFICE OF FINANCE REGISTRATION WEBSITE**PLEASE READ ALL INFORMATION CAREFULLY**

Sections 21.08(b) / 21.7.6(4) Los Angeles Municipal Code

"This business tax registration certificate (and/or) Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code (and/or) the Uniform Transient Occupancy Tax Ordinance, by registering with the Director of Finance for the purpose of paying business tax for the classification of business for which this certificate is issued (and/or) collecting from transients the Transient Occupancy Tax and remitting said tax to the Director of Finance. This certificate does not authorize the person to conduct any unlawful business or to conduct any lawful business in an illegal (or) unlawful manner or to conduct within the City of Los Angeles the business for which this certificate has been issued, nor to operate a hotel, without strictly complying with all the provisions of the ordinances of said City (or) all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the City. **THIS BUSINESS TAX REGISTRATION CERTIFICATE (AND/OR) CERTIFICATE DOES NOT CONSTITUTE A PERMIT.** Any failure to comply with the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code shall constitute grounds for suspension of this certificate."

This certificate is void upon any change of ownership or location. Annual taxes are due and payable January 1st each year and delinquent if not paid on or before the last day of February each year. Quarterly taxes are due and payable on the first day of January, April, July, and October of each year, and delinquent if not paid on or before the last day of the month due.

STATE BOARD OF EQUALIZATION NOTICE

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.



Current and Prior City of Los Angeles Contracts

[illegible]

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)

COUNTY OF Quebec)
Province)

) ss.:

Maxie Lafleur

being first duly sworn, deposes and says:

(Type or print name)
that he or she is the Chief Executive Officer of
9139249 CANADA INC. dba bus.com (Type or print title)
, who submits herewith
(Type or print name of company/firm)

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Maxie Lafleur

Name: Maxie Lafleur

Title: Chief Executive Officer

Subscribed and sworn to (or affirmed) before me on this 26 day of October, 2021, by
Maxie Lafleur, proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.



Jamil Chammas
Notary Public

Jamil Chammas, Lawyer and Commissioner for
Oaths for Quebec - License #287 772-4



**N/A as per changes in Addendum
2 issued on November 3rd, 2021**

Bid/Proposal Bond



INSTRUCTIONS FOR BID/PROPOSAL BOND FORM

(Return completed and attached to bond or check)

1. **General Information**

In order for your bid/proposal bond or deposit to be acceptable to the City of Los Angeles, Department of Airports, every bidder/proposer must comply with Los Angeles City Charter Section 371 (d), and Los Angeles Administrative Code Division 10; Chapter 1; Article 2; Section 10.15(d), which requires that the bid/proposal be accompanied by one of the following (please check whichever you are using):

- ☐ (a) Certified check issued by a bank in the City of Los Angeles
- ☐ (b) Cashier's check issued by a bank
- ☐ (c) Surety bond by corporate surety company ("bid/proposal bond")
If a surety bond is used, please read and complete #3 carefully.

2. **Amount**

The amount of the bid/proposal bond or deposit shall be in the amount of **\$200,000**.

3. **Bid/Proposal Bond Execution**

The following steps must be completed when submitting a bid/proposal bond. Please note that **personal sureties are not acceptable**. **YOU ARE REQUIRED TO USE THE BOND FORM ATTACHED TO THESE INSTRUCTIONS.** To make certain your bid is deemed responsive, please check each step as completed:

REQUIREMENTS FOR THE BIDDER/PROPOSER

- ☐ Bidder/Proposer **must** sign the bid/proposal bond form.

REQUIREMENT FOR THE SURETY BONDING COMPANY

- ☐ The Attorney-in-Fact for the surety bonding company **must** sign the surety bond.
- ☐ A Power of Attorney from the surety company **must** be affixed to the bond.

The bond, unless otherwise stated in the Instructions to Bidders/Proposer, **MUST BE ON THE FORM ATTACHED TO THESE INSTRUCTIONS.**

4. **BOND FORM:** (Please check each box)

☐

THE BID/PROPOSAL BOND FORM MUST BE THE ATTACHED FORFEITURE BOND, NOT A "DAMAGES ONLY" BOND.

☐

IF YOUR COMPANY USES A NON-CITY BID BOND FORM (SUCH AS THE "AIA BID BOND FORM"), IT WILL BE REJECTED.

PROPOSAL BOND

(Not required if certified or cashier's check accompanies the Proposal)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____
as Principal, and _____,
authorized and licensed to transact business in the State of California, as Surety, do hereby
acknowledge ourselves to be held and obligated as joint Obligors to the CITY OF LOS
ANGELES, DEPARTMENT OF AIRPORTS, as Obligee, in the sum of **\$200,000.00** of the
aggregate sum of the Principal's Proposal. Said Principal and Surety do hereby bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally
by this bond.

WHEREAS, said Principal is about to submit to the Executive Director of the Department
of Airports of the City of Los Angeles the foregoing Proposal for performance of the work and
provision of services therein mentioned, if any, pursuant to the Notice Inviting Proposals from
said Executive Director.

NOW, THEREFORE, if the Proposal of the Principal is accepted and the contract
awarded to said Principal, if said Principal fails or neglects to enter into the contract, and/or to
provide the required letter of credit in connection with the contract, within thirty (30) days after
the contract is awarded to said Principal, then the above-named Obligors shall pay to said
Obligee the aforementioned sum of **\$200,000.00** of the aggregate sum of the Principal's
Proposal as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same
and their heirs, executors, administrators, successors and assigns.

EXECUTED this _____ day of _____, 20____.

PRINCIPAL

By _____
Signature/Title

By _____
Signature/Title

SURETY

By _____
Attorney-in-Fact

**NOTE: ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE
SURETY.**

Bidder Contributions

ATTENTION:

The following CEC Form 55 **must** be signed on page 1 and you are required to list all principals on Schedule A. Please refer to the attached instructions.

If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid may be deemed non-responsive.

Form 55 Instructions



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INTRODUCTION

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

CONTACT INFORMATION

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

ethics.commission@lacity.org

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

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

ethics.lacity.org

BIDDER RESPONSIBILITIES

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

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

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

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

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

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

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

You are required to do all of the following:

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

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

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

AMENDMENT

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

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

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

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

B. REFERENCE NUMBER

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

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

C. DATE BID SUBMITTED

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

D. CONTRACT DESCRIPTION

Provide the following information in this section:

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

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

E. AWARDING AUTHORITY

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

F. BIDDER INFORMATION

Provide all of the following information:

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

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

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

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

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

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

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

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

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

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

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

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

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

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

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

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

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

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

H. CERTIFICATION

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

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

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

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

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

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

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

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

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


If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

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

Prohibited Contributors
(Bidders)

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

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

Reference Number (Bid, Contract, or BAVN):  200703 Date Bid Submitted: November 12, 2021

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
LAX Flyaway Service for Los Angeles World Airport


Awarding Authority (Department awarding the contract): _____

Bidder Name: 9139249 CANADA INC. dba Bus.com

Bidder Address: 4200 BLVD ST-LAURENT Suite 610. Montreal, QC. H2W 2R2

Bidder Email Address: bids@bus.com Bidder Phone Number: 1-438-346-5001

Schedule Summary

Please complete all three of the following: 

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes

No



2. SCHEDULE B – Subcontractors and Their Principals (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes

No



3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 124

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

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

Maxie Lafleur

Name

Maxie Lafleur

Signature

Chief Executive Officer

Title


October 26, 2021

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

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

Name:  Maxie Lafleur	Title: Chief Executive Officer
Address: 4258 Rue Marquette Montreal, QC, H2J 3X1, CA	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

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

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name



Avalon Transportation LLC,

Subcontractor's Address

1000 Corporate Pointe Ste 150 Culver City, CA, 90230-7690 United States

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Jeffrey Brush Title: CEO
Address: 1000 Corporate Pointe Ste 150 Culver City, CA, 90230-7690 United States

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

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

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name



Corporate Coach Charter & Tours

Subcontractor's Address

150 W Ivy Ave Inglewood, CA, 90302-2907 United States

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Paul Hadi Eshaghi Title: President
Address: 150 W Ivy Ave Inglewood, CA, 90302-2907 United States

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

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

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name



The Forrest Group, LLC.

Subcontractor's Address

1601 Vine St. Floor 6. Los Angeles, CA 90046, US

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Allen Forrest

Title: CEO

Address: 1601 Vine St. Floor 6. Los Angeles, CA 90046, US

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

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

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name



TransLoc, Inc.

Subcontractor's Address

4505 Emperor Blvd. Ste 120, Durham, NC, 27703, US

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Brett Wheatley Title: CEO

Address: 4505 Emperor Blvd. Ste 120, Durham, NC, 27703, US

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

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

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name



Masabi, LLC.

Subcontractor's Address

1330 Avenue of the Americas, Suite 23A, New York, NY, 10019, US

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Brian Zanghi Title: CEO
Address: 1330 Avenue of the Americas, Suite 23A, New York, NY, 10019, US

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

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

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name



Circuit Transit, Inc.

Subcontractor's Address

777 S Flagler Dr. Suite 800W, West Palm Beach, FL, 33401, US

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Alexander Esposito Title: CEO
Address: 777 S Flagler Dr. Suite 800W, West Palm Beach, FL, 33401, US

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

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

Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: LAX Flyaway Service for Los Angeles World Airports

B. BIDDER/CONTRACTOR INFORMATION:

9139249 CANADA INC.	Bus.com		
Legal Name	DBA		
4200 BLVD ST-LAURENT Suite 610	Montreal	QC	H2W 2R2
Street Address	City	State	Zip
Oleh Kaluzny, VP of Business Development	1-514-826-6534	N/A	
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- ☐ An update of a prior CRP Questionnaire dated ____/____/____. **Please complete all questions and sign Attachment A.**
- ☐ A copy of the initial CRP Questionnaire dated ____/____/____. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Maxie Lafleur, Chief Executive Officer
Print Name, Title

Maxie Lafleur
Signature

October 26, 2021
Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☒ Yes ☐ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?



☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?



☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?



☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.



ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

A. OWNERSHIP AND NAME CHANGES

1a. The legal entity name has never been changed; however, the DBA changed in 2017 part of a rebranding exercise. Since inception until April 5th 2017, DBA was: "Share The Bus"
April 5th 2017 to date, DBA changed to "Bus.com" for rebranding purposes.

PERFORMANCE HISTORY

Cape Fear Public Transportation Authority (dba Wave Transit): On-Demand / Microtransit Service Planning and Software	
Contract Number	21-024
Awarding Authority	Cape Fear Public Transportation Authority- Wave Transit
Contact Name	Megan Matheny, Deputy Director
Contact Phone Number	(910) 202-2035
Contact Email	mmatheny@wavetransit.com
Description and success of performance	Bus.com manages, supervises, and operates the Authority's on-demand/Microtransit service in a safe, efficient and economical manner. The Microtransit services are being operated over designated transportation zones and schedules for the City of Wilmington, North Carolina (City) and New Hanover County, North Carolina (County)
Total Dollar Amount	\$700,000.00

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Maxie Lafleur - Chief Executive Officer

October 26, 2021

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

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

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

9139249 CANADA INC. 4200 BLVD ST-LAURENT Suite 610, Montreal, QC. H2W 2R2. 1-438-346-5001

Company Name, Address and Phone Number

Maxie Lafleur

October 26, 2021

Signature of Officer or Authorized Representative

Date

Maxie Lafleur, Chief Executive Officer

Print Name and Title of Officer or Authorized Representative

LAX Flyaway Service for Los Angeles World Airports

Project Title

Iran Contracting Compliance Affidavit



IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
9139249 CANADA INC.		0003242814
By (Authorized Signature) <i>Maxie Lafleur</i>		
Print Name and Title of Person Signing Maxie Lafleur		
Date Executed November 12, 2021	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

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

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

qual Benefits Ordinance

LAWA EBO COMPLIANCE

FOR LAWY CONTRACTORS ONLY



City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: 9139249 CANADA INC. dba Bus.com

Company Address: 4200 Boul Saint-Laurent Bureau 610

City: Montreal State: QC Zip: H2W 2R2
Province

Contact Person: Maxie LaFleur Phone: 438-354-5676 E-mail: maxie@bus.com

Approximate Number of Employees in the United States: N/A

Approximate Number of Employees in the City of Los Angeles: N/A

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS



I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

9139249 CANADA INC. will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 26 day of October, in the year 2021, at Montreal, QC
(City) (State) Province

Maxie Lafleur
Signature

4200 Boul Saint-Laurent Bureau 610
Mailing Address

Maxie Lafleur
Name of Signatory (please print)

Montréal, QC, H2W 2R2. CANADA
City, State, Zip Code

Chief Executive Officer
Title

Province
98-1325773
EIN/TIN

Insurance



RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

NAME: FLYAWAY BUS SERVICE
AGREEMENT: RFP /Management and Operation of Fixed Route, Scheduled Flyaway Shuttle Services
LAWA DIVISION: Landside Management and Airport Permit Services Division
WIZARD NO.: 9684

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

LIMITS

(X) Workers' Compensation

Statutory

- ☒ Waiver of Subrogation, specifically naming LAWA
(Please see attached supplement)
- ☐ Voluntary Compensation Endorsement
- ☐ Hold Harmless - **No Employees (Owner/Operator/ Partnership)**

(X) Commercial Automobile Liability - covering owned, non-owned & hired auto

\$5,000,000 CSL

(X) Commercial General Liability, including the following

\$1,000,000

- ☒ Premises and Operations
- ☒ Contractual (Blanket/Schedule)
- ☒ Independent Contractors
- ☒ Personal Injury
- ☐ Products /Completed Operations
- ☒ Additional Insured Endorsements **(Please see attached supplement)**
- ☐ Hangar keepers Legal Liability
- ☐ Aircraft Liability including Passenger Liability
- ☐ Hangar keepers Legal Liability - At least at a limit of liability of \$ 1 million)
- ☐ Explosion, Collapse & Underground
(Required when work involves digging, excavation, grading or use of explosive materials.)

Coverage for Hazardous Substances

*** If exposure exists; must meet contractual requirements

\$ ***

PLEASE RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

Insurance companies that do not have an AMBEST rating of A- or better, and have a minimum financial size of at least 4, must be reviewed for acceptability by Risk Management

The only evidence of insurance accepted will be either a Certificate of Insurance, or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

Endorsements:

- General Liability Additional Insured Endorsement
- Ongoing and Products - Completed Operations Endorsement
(ISO Standard Endorsements preferred)
- Workers Compensation Waiver of Subrogation Endorsement
(WC 04 03 06 or similar)

Certificate Holder:

Los Angeles World Airports PO
Box 92216
Los Angeles, CA 90009

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

A blanket/automatic endorsement is not acceptable unless you have a direct contract with LAWA.

Language written on a certificate of insurance is not acceptable as an endorsement.

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.



1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits cannot be processed.

THE ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.

2. **What does LAWA consider as Acceptable Evidence of insurance?** The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
 - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
 - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.**
 - c. The Certificate of Insurance and/or the True and Certified copy of the policy must be signed by the Authorized Representative.
 - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to add Los Angeles Worlds Airports as Additional Insured?** Possibly; there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker as .
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized agent/broker for their review. You may also contact us at (424) 646- 5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. **However**, if the documents submitted are project specific, you will need to submit forms for each project. Therefore it is suggested that forms submitted indicate they are for the maximum coverage required and all LAWA projects. Please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.

6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **How long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** Evidence of Insurance is processed upon receipt by LAWA. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section at riskinsurance@lawa.org, as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Prior to the commencement of this contract, the successful proposer must provide proof of insurance. Do not spend any money to meet the insurance requirements until you are awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
Note for Prime Contractors: Prime Contractors are responsible for ensuring that their Sub-contractors have adequate evidence of insurance coverage appropriate to the work to be performed. At a minimum, if airfield access is involved, the sub- contractor must show \$10 million in coverage, plus endorsements. If no airfield access is involved in the work, the minimum threshold is \$1 million, plus endorsements. In rare cases, if the work is performed entirely off site, there may be no need for evidence of insurance coverage.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**
7301 World Way West
2nd Floor
Los Angeles, CA 90045
riskinsurance@lawa.org
Phone: (424) 646-5480
Office Hours: Monday-Thursday, 7:30 a.m. to 3:30 p.m.
Friday: 7:30 a.m. to 12:00 noon
Closed Holidays and weekends

For more information on LAWA's insurance requirements, visit our webpage at:
<https://www.lawa.org/en/lawa-tenants-411/risk-management/insurance-compliance>

**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES,
LOS ANGELES WORLD AIRPORTS**

Coverage & Limits: All insurance requirements established are based on the detailed scope of work and or/nature of your business with the Los Angeles World Airports (LAWA). The coverage and limits for each type of insurance are specified on the Insurance Requirements Sheet (IR Sheet).

Please give your insurance agent/broker a copy of the Insurance Requirements Sheet along with these instructions. All evidence of insurance must be authorized by a licensed insurance agent with authority to bind coverage.

1. **When to submit:** Normally, no work may begin until acceptable insurance is analyzed and approved by the Insurance Compliance Section. Upon approval the Contract Administrator will authorize a Notice to Proceed (NTP). So insurance documents should be submitted as early as practicable.
2. **Acceptable Evidence and Approval:** Electronic submission is the best method of submitting your documents, and designed to make the experience of submitting insurance information quick and easy. LAWA accepts the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance**, with applicable endorsements and waiver of subrogation. Other insurance industry certificates that have been approved by the State of California, Broker's Letters, and True and Certified copy of insurance policies may be accepted. The following items (**#4 and #5**) **must accompany the form of evidence provided.**
3. **Additional Insured Endorsements:** (CG20101185 / CG2010 / CG2037 or similar) are required acceptable for the general liability policy. All endorsements must name the **City of Los Angeles, Los Angeles World Airports (LAWA), its Board, and all of its officers, employees and agents** as additional insured's.
4. **Waivers of Subrogation:** Required For Workers Compensation.
5. **Blanket Endorsement or Waiver of Subrogation:** Acceptable only for contracts directly with LAWA. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state **LAWA** is an automatic or blanket additional insured.
6. **Certificate Language:** Language written on the Certificate of Insurance in the "**Description of Operations Section**" is not acceptable as an endorsement.
7. **Cancellation Notice:** All Certificates must provide a thirty **(30) days' cancellation notice provision**, ten (10) days for non-payment of premium).
8. **Self-Insure:** If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure, a copy of the certificate from the State consenting to self- insurance must be provided from the State of California as proof of insurance.
9. **Acceptable Insurers:** LAWA uses the A.M. Best Key Rating Guide as our reference. All acceptable insurers must have an A.M. Best **A-VI or better rating** to be acceptable to LAWA.

10. **Transportation Companies:** Passenger Carriers are regulated by the Public Utilities Commission (PUC). Any questions concerning passenger carrier requirements may be directed to the PUC.
- 0-7 passengers.....\$750,000
 - 8-15 passengers.....\$1,500,000
 - 16 or more passengers \$5,000,000
11. **Vehicle Schedules:** Unless “ANY” auto is covered under the automobile policy, a vehicle schedule is required. The schedule issued on behalf of transportation companies must provide the make, model, VIN number and passenger count for every vehicle operating on Airport property.
12. **Multiple Policies:** More than one insurance policy may be required to comply with the insurance requirements.
13. **Underwriter:** In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
14. **Project Reference:** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate “ALL PROJECTS AT LAWA” covered. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc.
15. **Excess Insurance:** An Excess Umbrella policy can be provided to assist with meeting the insurance requirement limit(s) when the primary insurance coverage is less than the amount of coverage required for the project.
16. **Expiration and Renewal:** LAWA insurance file expiration coincides with your coverage expiration. Renewal is not automatic. You must provide the Insurance Compliance Section with renewal information. When renewing your insurance file information, the agent/broker/underwriter must provide current endorsements and waivers. The effective date on the Certificate of Insurance must coincide with the endorsements and waivers. Insurance documents cannot be altered and provided as proof of insurance.
17. **Contract Administrator:** Questions regarding your **contract** should be directed to your Contract Administrator or office responsible for your contract, lease, permit or other agreement.

Certificate Holder Information:

**Los Angeles World Airports
Attn: Risk Management Department
P.O. Box 92216
Los Angeles, CA 90009**

All questions relating to insurance should be directed to Risk Management, Insurance Compliance Section at (424) 646-5480.

Delays or failure in submitting acceptable insurance documentation and attachments may result in the withholding of payments, or the interruption and/or discontinuance of operations LAWA.

Email all insurance documentation and Correspondence to: **RISKINSURANCE@LAWA.ORG**

Municipal Lobbying Ordinance

ATTENTION:

The following CEC Form 50 **must** be filled out completely and signed.

If you fail to sign the form or if you submit an incomplete CEC Form 50, your proposal/bid may be deemed non-responsive.

Bidder Certification

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

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

Reference Number (Bid, Contract, or BAVN) 200703	Awarding Authority (Department awarding the contract)
Bidder Name 9139249 CANADA INC. DBA Bus.com	
Address 4200 Boul Saint-Laurent Bureau 610 Montréal, QC, H2W 2R2 CANADA	
Email Address bids@bus.com	Phone Number 1-855-428-7266

Certification

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

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

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

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

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

Maxie Lafleur

Name

Maxie Lafleur

Signature

Chief Executive Officer

Title

October 26, 2021

Date

BUSINESS ENTERPRISE PROGRAMS (SBE, LBE/LSBE, DVBE)

AFFIDAVIT
REQUIRED OF ALL PROPOSERS/BIDDERS
(This Affidavit will become part of the contract for the selected Proposer/Bidder)

The City of Los Angeles, Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA.

MANDATORY BUSINESS ENTERPRISE PARTICIPATION LEVELS:

This Project has the following mandatory participation levels:	If awarded the contract, the selected Proposer/Bidder commits to achieving the following participation levels on the Project:
SBE <u>10</u> %	SBE <u>10</u> %
LBE <u>3</u> %	LBE <u>3</u> %
LSBE <u>2</u> %	LSBE <u>2</u> %
DVBE <u>1</u> %	DVBE <u>1</u> %

Achievement level(s) will be calculated as the percentage of the total contract amount for which SBEs, LBEs, LSBEs or DVBEs were utilized. The selected Proposer/Bidder's performance on the applicable business enterprise levels will be monitored throughout the duration of the contract, and the business enterprise achievement levels will be calculated at the end of the contract term.

SUBCONTRACTORS:

As applicable, the selected Proposer/Bidder will be required to comply with California's "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) (www.leginfo.ca.gov/cgi-bin/calawquery?codesection=pcc&codebody=&hits=20).

Any reduction, increase, or other change to the SBE, LBE, LSBE or DBVE Subcontract amounts without prior written approval of Procurement Services Division (PSD) is considered an Unauthorized Subcontractor Substitution, and the selected Proposer/Bidder may be subject to a penalty. A subcontract dollar value increased or reduced solely as the result of a Change Order issued by LAWA to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.

Proposers/Bidders must list all Subcontractors on LAWA's Subcontractor Participation Plan and include all requested information. Only PSD is authorized to grant either initial approval of Subcontractor(s) or additions, deletions, and substitutions.

PENALTIES:

Violation of the SBE, LBE, LSBE and DVBE Program Rules and Regulations (http://www.lawa.org/welcome_LAWA.aspx?id=146) may result in financial penalties.

At the end of each project, LAWA may withhold as disputed funds 15% of the total dollar value of all subcontract(s) that appear to be in violation of the SBE, LBE, LSBE or DVBE Programs and 15% of the total dollar value of all subcontract(s) where work was performed on the project without, or prior to, approval by LAWA.

REPORTING REQUIREMENTS:

The selected Proposer/Bidder shall submit to LAWA, on a monthly basis, together with its invoice the Subcontractor Utilization Report listing the SBE, LBE, LSBE or DVBE subcontractors utilized during the reporting period. LAWA will not process or pay selected Proposer/Bidder's subsequent invoices if the Subcontractor Utilization Reports are not submitted with the monthly invoice.

The Contractor must submit the Final Subcontracting Report to PSD within fifteen (15) calendar days after a request for the report by PSD. Failure to comply shall result in the assessment of liquidated damages in the amount of \$100.00 per day by LAWA.

CERTIFICATION

The Bidder/Proposer certifies that it/he/she has read and understood the SBE, LBE, LSBE and DVBE Program Rules and Regulations (located at http://www.lawa.org/welcome_LAWA.aspx?id=146) and further certifies that, if awarded the Contract, it/he/she shall fully comply with LAWA's SBE, LBE, LSBE and DVBE Programs.
9139249 CANADA INC./ 4200 Boul Saint-Laurent Bureau 610. Montréal, QC, H2W 2R2. CANADA/ 855-428-7266

Company Name, Address and Phone Number

Maxie Lafleur

November 12, 2021

Signature of Officer or other Authorized Representative

Date

Maxie Lafleur - Chief Executive Officer

Print Name and Title of Officer or Other Authorized Representative

OPERATION AND MANAGEMENT OF LAX FlyAway® SERVICE

Project Title

ATTENTION PROPOSERS:

Your firm MUST fill out the Subcontractor Participation Plan completely, and provide accurate certification information, proposed dollar amounts, and proposed work percentages so that LAWA can properly credit your firm for the mandatory SBE, LBE/LSBE and DVBE requirements.

The project you are proposing on has the following mandatory minimum participation levels:

SBE: 10%
LBE: 3% (with 2% LSBE as a subset)
DVBE: 1%

Here are some examples of how a proposer can satisfy the SBE, LBE/LSBE, and DVBE requirements for this project:

Example 1:

Prime is OBE (non-certified) and proposes to use subcontractors as follows:

SBE: 10%
LBE: 1%
LSBE: 2%
DVBE: 1%

Example 2:

Prime is a Joint Venture (80% OBE partner and 20% SBE partner) and proposes to use subcontractors as follows:

LBE: 1%
LSBE: 2%
DVBE: 1%

Note: Since the JV has a 20% SBE partner, the 10% SBE requirement is satisfied.

Example 3:

Prime is SBE and proposes to use subcontractors as follows:

LSBE: 3%
DVBE: 1%

Note: Since the Prime is an SBE, it will be given 100% SBE credit. The LSBE subcontractor(s) automatically satisfy the LBE requirement.

Example 4:

Prime is LBE and proposes to use subcontractors as follows:

SBE: 10%
LBE: 1%
LSBE: 2%
DVBE: 1%

Note: Since the LBE program is a subcontracting program, the LBE Prime must still use LBE and LSBE subcontractor(s).

Example 5:

Prime is LSBE and proposes to use subcontractors as follows:

DVBE: 1%

Note: The Prime's LSBE status automatically satisfies the SBE, LBE and LSBE requirements.

Example 6:

Prime is DVBE and proposed to use subcontractors as follows:

SBE: 10%
LBE: 1%
LSBE: 2%

Note: Since the Prime is a DVBE, it will be given 100% DVBE credit.

These examples are provided for reference only and are not exhaustive. For program details, please review the specific documents via the links provided in the Administrative Requirements package.

If you have questions about your team composition to satisfy the mandatory SBE, LBE/LSBE, and DVBE requirements for this project, please call Procurement Services Division at (424) 646-5380.

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FREQUENTLY ASKED QUESTIONS

1. I want to be certified as an SBE so that I can work with LAWA. How do I get certified?

LAWA defines an SBE as an independently-owned and operated business that meets the criteria set forth by:

- The Federal Small Business Administration (SBA) 8(a) Business Development Program¹
or
- The State of California Small Business (SB) Program², *whichever is larger*

Firms can become certified by the Bureau of Contract Administration (<http://bca.lacity.org/>) and receive the designation of **SBE (Proprietary)**. The SBE (Proprietary) certification is used by the three Proprietary departments of the City of Los Angeles: LAWA, Harbor Department (Harbor), and the Department of Water and Power (DWP).

In addition to accepting the SBE (Proprietary) certification, LAWA also accepts many other certifications from various agencies.

If your firm is currently certified with one of the following agencies, it will be automatically considered an SBE by LAWA as long as it meets the City's SBE (Proprietary) certification criteria:

CERTIFYING AGENCY	CERTIFICATION	ACCEPTED BY LAWA AS SBE?
Federal Small Business Administration (SBA)	SBA 8(a) Business Devpt. Program	Yes
State of California Department of General Services (DGS)	SB, SB(PW), SB (micro)	Yes
California Department of Transportation (CALTRANS)	SMBE, SWBE, DBE	Yes
L.A. County Metropolitan Transportation Authority (METRO)	SBE, DBE	Yes
California Unified Certification Program (CUCP) Agencies: <ul style="list-style-type: none"> • City of Fresno • City of Los Angeles • San Diego County Regional Airport Authority (SAN) • San Francisco Bay Area Rapid Transit District (BART) • San Francisco International Airport (SFO) • San Francisco Municipal Transportation Agency (SFMTA) • San Mateo County Transit District (SAMTRANS) • Santa Clara Valley Transportation Authority (VTA) (also includes CALTRANS and METRO)	DBE	Yes
US Women's Chamber of Commerce (USWCC)	WOSB, EDWOSB	Yes
Women's Business Enterprise Council West (WBEC-WEST)	WOSB	Yes
National Women Business Owners Corporation (NWBOC)	WOSB, EDWOSB	Yes
City of Los Angeles	SBE, SBE(Proprietary), SLB	Yes
County of Los Angeles	LSBE	Yes

¹ For information regarding the size standards used by the Federal SBA 8(a) Business Development Program, see https://www.naics.com/wp-content/uploads/2017/10/SBA_Size_Standards_Table.pdf

² The State of California defines an SB as a business with 100 or fewer employees with average annual gross receipts of \$15 million or less over the last three years.

³ DBE-certified companies for all of the bulleted agencies can be found in one central database: http://www.dot.ca.gov/hq/bep/find_certified.htm

⁴ The State of California defines an SB(PW) as a business with 200 or fewer employees with average annual gross receipts of \$36 million or less over the last three years.

2. If I am an SBE, how does my participation count?

If the prime contractor is an SBE per the chart above, the prime's participation in the contract will count as 100% SBE. If the SBE prime contractor also utilizes SBE subcontractors, the total SBE participation will be counted as 100% SBE. If the prime contractor is not an SBE but uses SBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the SBE subcontractors versus the total dollars paid to the prime contractor.

3. How does LAWA track my SBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The SBE achievement level will be calculated as the percentage of the total dollars paid to SBE subcontractors versus the total dollars paid to the prime contractor.

4. If I am awarded a contract with an SBE participation level, can I be penalized for failing to meet my pledged SBE level?

Yes. LAWA's SBE Program is a mandatory program; therefore, the SBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of not more than ten percent (10%) of the unpaid/underpaid amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any SBE Subcontract amount. If an SBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the SBE participation will not be subject to a penalty.

5. If a prime contractor is assessed a 10% penalty, to whom is the penalty paid?

LAWA's Board of Airport Commissioners has the authority to assess the penalty, and it will be paid to LAWA.

6. How can I find certified SBE's?

LAWA uses the following databases for SBE certification verification:

- State of California: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
- California Unified Certification Program: http://www.dot.ca.gov/hq/bep/find_certified.htm
- California Dept. of Transportation: <http://www.dot.ca.gov/ucp/GetLicenseForm.do>
- L.A. County Metropolitan Transportation Authority: http://smallbusinessquery.metro.net/pages/naics_lookup.aspx
- City of Los Angeles (SLB): http://bca.lacity.org/index.cfm?nxt=slb&nxt_body=slbindex.cfm
- http://www.lawa.org/uploadedFiles/LAWA/Business/SBE_Directory.pdf

7. If SBE certification is good for two years and a contract is three years long, what happens?

If you are certified by one of the recognized agencies listed on page 1, LAWA will honor your certification for the duration of your certification with the issuing agency. A firm is responsible to follow the required guidelines of the certification agency to maintain its SBE status.

8. If I was previously certified as a LAWA SBE, do I have to re-apply for SBE (Proprietary) designation?

All firms certified as LAWA SBE prior to July 1, 2016 were automatically converted to SBE (Proprietary) and issued a revised certification letter. If you did not receive a revised certification letter or have questions regarding the status of an application issued under the LAWA SBE Certification, please contact LAWA's Certification Manager at 213-847-2650.

IMPORTANT: If you and/or your subcontractors are SBE certified, please submit a copy of the certification with your bid/proposal. Further, you must ensure that the specific categories of work that you or the SBE subcontractors will perform on the project are relevant to the NAICS (North American Industry Classification System) codes for which you/they were certified in order for you to receive SBE participation credit from LAWA.

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

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM FREQUENTLY ASKED QUESTIONS

1. How can I get certified as an LBE?

In order to qualify as an LBE, a firm must demonstrate that it meets the following criteria:

- Must have a workspace within LA County
- Must be in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes
- Can demonstrate:
 - a. at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total hours worked on annual basis; or
 - b. at least half of its full-time employees work within the boundaries of the County at a minimum of 60 percent of their total regular hours worked on annual basis; or
 - c. it is headquartered in the County of Los Angeles. Headquartered means that the business physically conducts and manages all of its operations from a location in the County

To start the certification process, register your firm at <http://www.labavn.org> and upload a completed Local Business Enterprise Affidavit of Eligibility. After review, an analyst will contact you for submission of required supporting documentation.

2. What happens if I have LSBE certification from the County of Los Angeles?

- Your firm will be recognized as an SBE by LAWA.
- However, your firm must submit a Local Business Enterprise Affidavit of Eligibility with the City of Los Angeles.
- If your firm meets the City of Los Angeles' LBE criteria and consequently obtains LBE certification, your firm will then be recognized as an LBE and LSBE by LAWA.

3. Will you accept my LBE certification from the Los Angeles Harbor Department?

No. The Harbor Department's definition of "local" for their LBE program includes five Southern California counties.

In contrast, LAWA's and the City of Los Angeles' definition of "local" for our LBE program requires that an applicant firm's work space is located in and/or employees are working within Los Angeles County under certain conditions. Please see the summary provided above.

4. If I am an LBE, how does my participation count?

If the prime contractor only has LBE certification, the prime's participation in the contract does not count towards the LBE goal, because the LBE program is a subcontracting program. This means that the prime contractor must utilize LBE subcontractors in order to get LBE credit. LAWA will credit the prime contractor with the percentage of total dollars paid to the LBE subcontractors versus the total dollars paid to the prime contractor.

However, if the prime contractor has both LBE **and** SBE certifications, the prime's participation in the contract will count as 100% LBE, 100% SBE, and 100% LSBE.

5. How does LAWA track my LBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The LBE achievement level will be calculated as the percentage of the total dollars paid to LBE subcontractors versus the total dollars paid to the prime contractor.

6. If I am awarded a contract with an LBE participation level, can I be penalized for failing to meet my pledged LBE level?

Yes. LAWA's LBE Program is a mandatory program; therefore, the LBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any LBE Subcontract amount. If an LBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the LBE participation will not be subject to a penalty.

7. How can I find LBEs?

You can search for LBEs on LABAVN: <https://www.labavn.org/>

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

LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROGRAM FREQUENTLY ASKED QUESTIONS

1. How can I get certified as an LSBE?

There is no separate LSBE certification process with the City of Los Angeles or with LAWA. In order to qualify as an LSBE, a firm must be certified as an SBE and LBE. Please see the previous FAQ sheets for the SBE program and the LBE program for guidelines.

2. If I have City of Los Angeles SLB certification, is that the same thing as being an LSBE?

No. SLB certification demonstrates that the business meets the size standard to be a small business; however, no validation process occurs to determine the locality of the business; therefore, the two are not equivalent.

3. What happens if I have LSBE certification from the County of Los Angeles?

- Your firm will be recognized as an SBE by LAWA.
- However, you must submit a Local Business Affidavit of Eligibility with the City of Los Angeles.
- If your firm meets the City of Los Angeles' LBE criteria and consequently obtains LBE certification, your firm will then be recognized as an LBE and LSBE by LAWA.

4. If I am an LSBE, how does my participation count?

If the prime contractor is an LSBE, the prime's participation in the contract will count as 100% SBE, LBE, *and* 100% LSBE. If the LSBE prime contractor also utilizes LSBE subcontractors, the total LSBE participation will be counted as 100% LSBE. If the prime contractor is not an LSBE but uses LSBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the LSBE subcontractors versus the total dollars paid to the prime contractor.

5. How does LAWA track my LSBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The LSBE achievement level will be calculated as the percentage of the total dollars paid to LSBE subcontractors versus the total dollars paid to the prime contractor.

6. If I am awarded a contract with an LSBE participation level, can I be penalized for failing to meet my pledged LSBE level?

Yes. LAWA's LSBE Program is a mandatory program; therefore, the LSBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any LSBE Subcontract amount. If an LSBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the LSBE participation will not be subject to a penalty.

7. How can I find LSBEs?

You can search for LSBEs on LABAVN: <https://www.labavn.org/> by selecting SBE *and* LBE as your search criteria.

DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM FREQUENTLY ASKED QUESTIONS

1. How can I get certified as a DVBE?

The City of Los Angeles and LAWA does not process applications for DVBE certifications. If your firm is currently certified with one of the following agencies, it will be automatically considered as a DVBE by LAWA:

CERTIFYING AGENCY	CERTIFICATION	ACCEPTED BY LAWA AS DVBE?
U.S. Department of Veterans Affairs*	Service-Disabled Veteran-Owned Small Business (SDVOSB)	Yes
U.S. Small Business Administration*	Service-Disabled Veteran-Owned Small Business (SDVOSB)	Yes
State of California	Disabled Veteran Business Enterprise (DVBE)	Yes
County of Los Angeles	Disabled Veteran Business Enterprise (DVBE)	Yes

* The SDVOSB must be headquartered in California to qualify as a DVBE with LAWA.

2. If I am a DVBE, can my certification be verified in LABAVN?

Yes. In your LABAVN profile, please click "Certifications" and then click "Request for Certifications" to select the appropriate agency which certified your firm. LABAVN will then verify your certification with that agency, and your DVBE designation should appear for your firm.

3. If I am a DVBE, how does my participation count?

If the prime contractor is a DVBE per the chart above, the prime's participation in the contract will count as 100% DVBE. If the DVBE prime contractor also utilizes DVBE subcontractors, the total DVBE participation will be counted as 100% DVBE. If the prime contractor is not a DVBE but uses DVBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the DVBE subcontractors versus the total dollars paid to the prime contractor.

4. How does LAWA track my DVBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The DVBE achievement level will be calculated as the percentage of the total dollars paid to DVBE subcontractors versus the total dollars paid to the prime contractor.

5. If I am awarded a contract with a DVBE participation level, can I be penalized for failing to meet my pledged DVBE level?

Yes. LAWA's DVBE Program is a mandatory program; therefore, the DVBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any DVBE Subcontract amount. If a DVBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the DVBE participation will not be subject to a penalty.

6. How can I find DVBEs?

The following databases can be used to search for DVBEs:

- U.S. Department of Veterans Affairs: <https://www.vip.vetbiz.gov/>
- U.S. Small Business Administration: <https://www.sam.gov/portal/SAM/#1>
- State of California: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

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

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Bidder/Proposer and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit. You may add pages as needed.

Project Title – The name of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount bidder/proposer proposed for the project.

Company Information – The complete name, address, phone number (including area code), Federal Tax Identification Number, email and contact person for the bidder/proposer and each subcontractor, vendor or supplier.

- **Ethnicity** – African American, Hispanic American, Native American, Asian-Pacific Islander, Subcontinent Asian Indian, Asian American, Aleut, Eskimo, Caucasian

- **Gender** – Male, Female

- **Certification Type*** –

ACDBE (Airport Concession Disadvantaged Business Enterprise)

DBE (Disadvantaged Business Enterprise)

DVBE (Disabled Veteran Business Enterprise)

LBE (Local Business Enterprise)

LSBE (Local Small Business Enterprise)**

MBE (Minority Business Enterprise)

SBE (Small Business Enterprise)

WBE (Woman Business Enterprise)

*Any firm that is not certified as an ACDBE, DBE, DVBE, LBE, LSBE, MBE, SBE or WBE is considered an OBE (Other Business Enterprise).

**LSBE designation is only for firms that are certified as both SBE and LBE.

- **Certifying Agency** – Agency that issued the certification

City of Los Angeles (Department of Public Works)

CALIF DGS (State of California Department of General Services)

CALTRANS (California Department of Transportation)

METRO (L.A. County Metropolitan Transportation Authority)

SBA (Federal Small Business Administration)

DVA (Department of Veterans Affairs)

USWCC (US Women's Chamber of Commerce)

WBEC-WEST (Women's Business Enterprise Council – WEST)

NWBOC (National Women Business Owners Corporation)

Description of Project Services – A brief description of the work the bidder/proposer or subcontractor will perform.

NAICS – North American Industry Classification System codes listed at <http://www.census.gov/epcd/www/naics.html>

In order to receive credit for ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation, the companies must be certified in the NAICS code for the specific work they will perform on the contract.

Amount Proposed – Indicate the anticipated amount to be paid to the subcontractor over the term of the contract.

Proposed Percentage – Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount.

Please note: For projects with ACDBE or DBE goals, the Code of Federal Regulations, Title 49, Part 26.55(e) allows only 60% of the Amount Proposed to be used in the calculation for a subcontractor who is a regular dealer/supplier.

Signature/Date – This form must be signed by a responsible person capable of committing the firm contractually.

Participation Level Proposed by Bidder/Proposer –

Indicate the level of ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation proposed by Bidder/Proposer.

Goal(s) Stated in the Request for Bid/Proposal –

The ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE goal(s) established by Procurement Services Division for the Request for Bid/Proposal.

For information regarding the certification process, please call the Department of Public Works, Centralized Certification Section at (213) 847-2684.

SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.

Project Title: LAWA - LAX RFP Today's Date: November 9, 2021

BIDDER/PROPOSER COMPANY INFORMATION		Bid/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME: 9139249 CANADA INC. DBA Bus.com	ETHNICITY: N/A	\$83,897,470		
ADDRESS: 4200 Boul Saint-Laurent Bureau 610	GENDER: N/A			
CITY/STATE/ZIP: Montréal, QC, CANADA	FEDERAL TAX ID #: 98-1325773			
CONTACT NAME: Oleh Kaluzny	EMAIL: bids@bus.com			
TELEPHONE NO: +1 855-428-7266				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____			NAICS:	
SUBCONTRACTOR COMPANY INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: TransLoc, Inc.	ETHNICITY: N/A	\$1,131,411	(13.5%)	TransLoc is a SaaS company that licenses proprietary vehicle tracking and passenger information service, provided through proprietary software made available via web portal in combination with equipment for use in the management, location and inventory of a client's transportation resources.
ADDRESS: 4505 Emperor Blvd. Ste. 120	GENDER: N/A			TransLoc will provide back-end administrative software platform for this project.
CITY/STATE/ZIP: Durham, NC 27703	FEDERAL TAX ID #: 20-1528980			NAICS:
CONTACT NAME: Elliott Baker	EMAIL: elliot.baker@transloc.com			
TELEPHONE NO: 317-701-3028				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____				
NAME: Circuit Transit Inc.	ETHNICITY: White	\$1,311,700	(1.6%)	Electric first/last mile shuttle services
ADDRESS: 777 S Flagler Dr. Suite 800 W	GENDER: Male			
CITY/STATE/ZIP: West Palm Beach, FL 33401	FEDERAL TAX ID #: 82-4586300			Out of home advertising on shuttles, buses
CONTACT NAME: Daniel Kramer	EMAIL: daniel@ridecircuit.com			
TELEPHONE NO: 562-252-6680				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____			NAICS: 485111, 485119, 485999, 541810, 541850	

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Masabi, LLC		ETHNICITY: Caucasian	\$4,605,186	(5.5%)	Fare collection system with Tixora front-end
ADDRESS: 1330 Avenue of the Americas, Suite 23A		GENDER: Male			
CITY/STATE/ZIP: New York, NY, 10019		EMAIL: jeff.nullmeyer@masabi.com			
CONTACT NAME: Jeff Nullmeyer		FEDERAL TAX ID #: 99-0385078			
TELEPHONE NO: 949-973-3982					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____				NAICS: 541512	
NAME: The Forrest Group, LLC		ETHNICITY: Black	\$1,065,000	(1.3%)	Digital Advertising and Marketing
ADDRESS: 1601 Vine St. Floor 6		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA, 90046		EMAIL: ceo@tfgla.com			
CONTACT NAME: Allen Forrest		FEDERAL TAX ID #: 81-3150334			
TELEPHONE NO: 619-808-9798					
CERTIFICATION TYPE: <input checked="" type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____				NAICS: 541810	
NAME: Avalon Transportation LLC,		ETHNICITY: N/A	\$39,381,499	(4.7%)	
ADDRESS: 1000 Corporate Pointe Ste		GENDER: N/A			
CITY/STATE/ZIP: Culver City, CA, 90230		EMAIL: jeff@avalontrans.com			
CONTACT NAME: Jeffrey Brush		FEDERAL TAX ID #: 16-1658190			
TELEPHONE NO: (310) 391-6161					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____				NAICS:	
NAME: Corporate Coach Charter & Tours		ETHNICITY: N/A	\$28,229,636	(33.6%)	
ADDRESS: 150 W Ivy Ave		GENDER: N/A			
CITY/STATE/ZIP: Inglewood, CA, 90302		EMAIL: paul@ccctours.com			
CONTACT NAME: Paul Eshaghi		FEDERAL TAX ID #: 26-0035039			
TELEPHONE NO: (310) 216-1171					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____				NAICS:	

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	EMAIL:			
CONTACT NAME:	FEDERAL TAX ID #:			
TELEPHONE NO:				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____		NAICS:		

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the subcontractors anticipated to be utilized if this project is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that any and all changes or substitutions must be authorized by the LAWA Procurement Services Division prior to their implementation. An amended Subcontractor Participation Plan is required for any substitution or change to Subcontractors listed on the originally submitted Plan.

Participation Level(s) Proposed by Bidder/Proposer:	_____ %	<input type="checkbox"/> ACDBE
	_____ %	<input type="checkbox"/> DBE
	_____ %	<input type="checkbox"/> DVBE
	_____ %	<input type="checkbox"/> LBE
	_____ %	<input type="checkbox"/> LSBE
	_____ %	<input type="checkbox"/> MBE/WBE
	_____ %	<input type="checkbox"/> SBE

Goal(s) Stated in the Request for Bid/Proposal:	_____ %	<input type="checkbox"/> ACDBE
	_____ %	<input type="checkbox"/> DBE
	_____ %	<input type="checkbox"/> DVBE
	_____ %	<input type="checkbox"/> LBE
	_____ %	<input type="checkbox"/> LSBE
	_____ %	<input type="checkbox"/> MBE/WBE
	_____ %	<input type="checkbox"/> SBE

Maxie Lafleur

SIGNATURE

November 9, 2021

DATE

Maxie Lafleur

PRINT NAME

Chief Executive Officer

TITLE

438-354-5676

PHONE

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.

ATTACHMENT 1

(The following administrative requirements are language only)

Affirmative Action

AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Los Angeles Administrative Code Section 10.8 to 10.8.4

Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to contract only with those contractors that comply with the non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to non-discrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving non-discrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Practices Program.

SECTION HISTORY

Based on Ord. No. 132,533, Eff. 7-25-66.

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1. Definitions.

Except for Section 10.8.2.1, the following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

"Contract" means any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition 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. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention, as determined by the DAA, are exempt.

"Contractor" means any person, firm, corporation, partnership or any combination thereof, who enters into a contract with any Awarding Authority of the City of Los Angeles.

"Designated Administrative Agency (DAA)" means the Department of Public Works, Office of Contract Compliance created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code. That office is also known as the Department of Public Works, Bureau of Contract Administration.

"Domestic Partners" means, for purposes of this article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by an employer of at least one of the domestic partners.

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Minority" is defined to mean "minority person" as the phrase is defined in Subsection (f) of Section 2000 of the California Public Contract Code, as amended from time to time.

"Subcontractor" means any person, firm or corporation or partnership, or any combination thereof, who enters into a contract with a Contractor to perform or provide a portion or part of any Contract with the City.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

Non-discrimination Practices as outlined in Section 10.8.2 of this Code apply to all contracts.

Equal Employment Practices as outlined in Section 10.8.3 of this Code apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

Affirmative Action Program as outlined in Sections 10.8.4 and 10.13 of this Code applies to all Construction Contracts of \$25,000 or more and all non-Construction Contracts of \$25,000 or more.

SECTION HISTORY

Added by Ord. No. 173,186, Eff. 5-22-00.

Amended by: In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every Contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the Contractor in the performance of such Contract not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such Contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with 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. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Title and Sec., Ord. No. 172,910, Eff. 1-9-00; Title and Section, Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.2.1. Equal Benefits Ordinance.

(a) **Legislative Findings.** The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, 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 these businesses.

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

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

(b) **Definitions.** For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) **Benefits** means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if

applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) **City** means the City of Los Angeles.

(5) **Contract** means an agreement the value of which exceeds \$25,000. It includes agreements for work or services to or for the City; for public works or improvements to be performed; agreements for the purchase of goods, equipment, materials, or supplies; or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

(6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) **Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration.

(8) **Domestic Partner** means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

(9) **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) **Equal Benefits** means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) **Subcontractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) **Equal Benefits Requirements.**

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

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

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

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

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

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

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

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

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

(e) **Applicability.**

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

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

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

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

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

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

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

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

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

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

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

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

(g) Administration.

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to ensure that the Contractor is acting in compliance with the Equal Benefits Ordinance. Contractor's failure to cooperate with the DAA may result in a determination by the DAA that the Contractor is not in compliance with the Equal Benefits Ordinance, which may subject the Contractor to enforcement measures set forth in Section 10.8.2.1(h).

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

(h) Enforcement.

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(i) Non-applicability, Exceptions and Waivers.

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) **Consistency with Federal or State Law.** The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) **Severability.** If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(l) Timing of Application.

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

SECTION HISTORY

Added by Ord. No. 172,908, Eff. 1-9-00.

Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04; Subsecs. (b)(5) and (g)(2), Ord. No. 184,294, Eff. 6-27-16.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles 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, color, religion, national origin, ancestry, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, 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 DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon 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. The 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 DAA. 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 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, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the 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 DAA, 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. By affixing its signature on a Contract that is subject to this article, 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 employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where 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 similar 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. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. 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; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. 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; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the

Affirmative Action Program provisions of City Contracts and, upon 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 a City Contract. The 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 DAA. No 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action 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.

N. 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. 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; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Assignment of Anti-Trust Claims

ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

GOVERNMENT CODE

SECTION 4550-4554

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

Child Support Obligations

CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

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.

SECTON HISTORY

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

First Source Hiring

FIRST SOURCE HIRING PROGRAM

Pursuant to Resolution No. 22674 adopted by Board of Airport Commissioners on April 18, 2005, any contract awarded July 1, 2005 and thereafter shall be subject to the applicable provisions of the First Source Hiring Program (FSHP) for LAX airport jobs. This program will provide early access to targeted applicants for available LAX airport jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants.

All Contractors, Lessees, Licensees, and Construction Contractors with non-trade jobs, with new, amended, or renewed contracts will be required to participate in this program. As such, the FSHP will be incorporated as a material term of all LAX airport contracts, lease agreements and licensing or permitting agreements.

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

Failure to comply with this contract provision may result in liquidated damages of \$1,000.00.

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6053 W. Century Blvd., 3rd Floor, Los Angeles, CA 90045, (424) 646-7300, (424) 646-9257 fax., web: <https://www.lawa.org/en/lawa-employment/lawa-business-and-job-resources-center>

Living Wage Ordinance

LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements include, among other things : (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

For "Airport Employees," the living wage rate, effective **July 1, 2021**, is **\$17.00** per hour. Additionally, in accordance with Section 10.37.3(a) of the LWO, the health benefits are to be adjusted consistent with Section 10.37.2(a). Consequently, the health benefits will increase to **\$5.67** per hour or **\$22.67** per hour without health benefits.

Compliance with LWO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business (for lessees and licensees only)), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- [Employee Information Form](#)
- [Subcontractor Information Form](#)

All the forms pertaining to LWO compliance are available at: <https://bca.lacity.org/LWO%20Printable%20Forms>. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO compliance at LAWA, please contact us at 424-646-5380 or procurementrequirements@lawa.org.

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

City of Los Angeles

CALIFORNIA



Eric Garcetti
MAYOR

CURRENT AND PRIOR LIVING WAGE RATES FOR AIRPORT EMPLOYEES

EFFECTIVE DATES	CASH WAGE + HEALTH BENEFITS (HB)	FULL CASH WAGE*
July 1, 2021 – June 30, 2022	\$17.00 + \$5.67 per hour in HB	\$22.67 per hour
July 1, 2020 – June 30, 2021	\$16.50 + \$5.55 per hour in HB	\$22.05 per hour
July 1, 2019 – June 30, 2020	\$15.25 + \$5.34 per hour in HB	\$20.59 per hour
July 1, 2018 – June 30, 2019	\$13.75 + \$5.24 per hour in HB	\$18.99 per hour
July 1, 2017 - June 30, 2018	\$12.08 + \$5.18 per hour in HB	\$17.26 per hour
Oct 5, 2016 - June 30, 2017	\$11.68 + \$5.05 per hour in HB	\$16.73 per hour
July 1, 2016 – Oct 4, 2016	\$11.27 + \$4.91 per hour in HB	\$16.18 per hour
July 1, 2015 - June 30, 2016	\$11.17 + \$4.87 per hour in HB	\$16.04 per hour
July 1, 2014 - June 30, 2015	\$11.03 + \$4.81 per hour in HB	\$15.84 per hour
July 1, 2013 - June 30, 2014	\$10.91 + \$4.76 per hour in HB	\$15.67 per hour
July 1, 2012 - June 30, 2013	\$10.70 + \$4.67 per hour in HB	\$15.37 per hour

*The "Full Cash Wage" is the wage rate that employees must receive if their employer does not provide them with health benefits.

For additional information or assistance, call:

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Email: bca.eeoe@lacity.org

Proposal Clarification - Bus.com Solution

All underlined blue language is a [hyperlink](#) with further detail.

1. a) Estimated days to acquire vehicles

We commit to acquiring the fleet prior to launch within 120 days of award. We have partnered with one of the largest bus operators in the country, with over 150 vehicles to draw upon for this contract. We have engaged with bus OEMs and secured the necessary financing to fund the new fleet.

1. b) Bridge vehicles and compliance to LAFVP

[Due to the impact of COVID on motorcoach manufacturers](#), OEMs have had significant difficulties producing buses due to supply chain issues. Delivering new fleets has driven up the price of new vehicles in a significant way. [There is a lack of secondary inventory of 2019, 2020, 2021 vehicles available for sale.](#)

To control costs and run the service efficiently for LAWA, we propose to buy ADA & LAX Alternative Fuel Vehicle Program compliant fleet vehicles. **With this approach, over the course of the five-year term, the average fleet age in any given year will be less than three years old.**

Pending Third Party Monitor evaluation, vehicles to be purchased based on OEM availabilities:

#	Mileage	Year	Make/Model	LAX AFV Requirement
19	None	2022	Volvo, Vanhool CX45 or MCI D4505	LEV III Certification

The vehicles will be cost effective for LAWA and will lead to newer vehicles on the road for more than 80% of the contract period. All vehicles meet LAX Alternative Fuel Vehicle Program requirements, including a LEV III Certification (pending Third Party Monitor evaluation), age (no older than 13 years) and mileage (less than 500,000). If additional vehicles are needed in the short term or on standby, late-model non-ADA vehicles will be used alongside a stand-by ADA-vehicle that will be activated as demand requires.

The following Bridge Vehicles are ADA compliant and to the best of our knowledge, will meet LEV III Certification:

#	Mileage	Year	Make/Model
2	0	2020	Volvo 970
1	Less than 200K	2018	Vanhool CX45
10	60-80K	2018	MCI D4500
1	83K	2018	MCI J4500
10	Less than 200K	2017	MCI J4500
1	281K	2015	Vanhool CX45

2. a) Customer experience on mobile application, kiosk, Web Portal and Booths

App: [The all-in-one mobile app](#) allows riders to plan complete trips, see real-time transit information, purchase fares and make seat reservations. The platform can be branded to fit LAWA's branding.

App customer journey: Users log in using Facebook, Google, or an email address; User opens the app and taps on the "Book A Ride" button; User is presented with available time slots as dictated by LAWA's scheduled services; User selects from an available time slot and selects the number of tickets they would like to purchase; User selects from an available time slot and specific seats; User completes the purchase with the use of a credit card. After completing the purchase, tickets will be stored in the user's ticket wallet, User will be able to view the real-time vehicle location and ETAs, located on the home screen for easy access.



Kiosks: Sleek and modern ticket Kiosks with embedded printers will allow riders to pay. If purchase is completed using a verified email address, customers will be able to change their seat reservations using the mobile app. Customer Success hotline phone number will be printed on tickets for fast support. We recommend (optional and not priced) installing additional kiosks and/or booths at Union Station and LAX for an ideal customer experience.

Payment: Both Kiosks and App will allow riders to pay with credit and debit cards (including pre-tax benefit cards), Google Pay or Apple Pay and stored value.

Web portal: (optional and not priced) can offer a desktop web experience to purchase and manage mobile tickets and [manage rider accounts](#).

2. b) Customer experience validating tickets

At launch, tickets will be validated visually by the driver using [fraud-resistant technologies](#) that have been developed over a decade working with drivers and revenue protection staff. This method involves colours exemplified on the picture on the right.



For printed tickets, the installed tablets on the buses will be able to read and validate the QR codes and/or use the visual colour validation.

2. c) Onboard technology related to passenger capacity

Based on the centralized data about tickets purchased and validated for a trip, we will be able to report on open seats per trip that will in turn be used to offer seats reservation in real-time. It will also allow administrators to know the passenger count at all times on a bus. This process will ensure a great customer experience.

As requested, the [in-vehicle technology suite](#) will include Automated Passenger Counters (APCs) installed at the doorway of every vehicle to count boarding and alighting passengers. This technology can be used to ensure the drivers respect procedures related to passenger on/offboarding. Administrators and Dispatchers are also able to see real-time passenger data from both methods.

3. a) Timeline to establish customer centric interface

Phase One (90-120 days after Notice to Proceed): Functionalities to be available on Launch Day include:

- **Mobile applications:** Available to download from the Apple App Store and Google Play Store. Customers are able to login through the app and use it.
- **In-Vehicle Hardware:** Hardware has been reserved. Procurement, installation and testing will be complete prior to launch.
- **Real-Time Data:** Arrival notifications; Ability to view incoming vehicles and their capacities on a map; Real-time arrival data; Bus stop schedules; Bus direction and bus; Complete trip planner; Trip feedback and rating system; App and account management options
- **Ticket Purchasing:** Ability to view time slots and available number of seats to be purchased; Ability to purchase fare and reserve space for luggage; Ability to purchase walk-on fares; Account-based loyalty program
- **Kiosk:** The kiosks will be available at the start of operations.
- **Administrative:** Functionality to assign the number of purchasable seats per bus; Functionality to create system schedules; Functionality to upload GTFS and real-time data to be pushed to the mobile app

Phase Two (180 days after Notice to Proceed): Delivers a seat-specific booking system whereby customers will have the option to select a specific seat on a vehicle to book.

[Please see integration timelines for our technology partners.](#)

Metro TAP integration: Integration into the Metro TAP system will not be complete at initial launch. Technology partners have had initial discussions with Metro TAP to explore integration options as part of this response. Metro TAP is supportive of collaborating with us to further scope such integration. We will be able to establish scope (hardware, software, etc.), timeline and pricing of such integration after the successful launch of Phase Two.

3. b) Technology Security Protocols

[Transloc](#), [Masabi](#), [Tixora](#) and [Bus.com](#) have documented their security strategy regarding their involvement in the project. All technology partners have addressed [RFP Exhibit H requirements](#), [Disaster Recovery](#) plans with respect to their [Customer PII & ADA compliance](#).

All technology providers use modern, well adopted and up-to-date technologies. The software development life cycle of the said providers and management of their respective infrastructures follows industry best practices in terms of methodologies, security and ways to operate.

In terms of security controls, all providers provides:

- HTTPS encryption available and used when possible
- Infrastructure deployed and hosted on major cloud providers, all are SOC 2 compliant
- Firewall is in place in front of web routers to disallow access to unused ports.
- Separate databases for each customers
- "Least privileges" access policy
- All security events are logged
- Database servers are not exposed to the public Internet
- Robust vulnerability and scanning processes
- Internal and external penetration tests are performed at least annually

All providers have robust Disaster Recovery plans defined, in the outcome of a major incident and can redeploy their infrastructure with backed up data in a very short time window.

Each technology partner has expressed a willingness to work with the LAWA security team in order to comply with the required security requirements. Additional schematics, diagrams and other documentation can be provided, upon request.

Any technology partner introduced at a later point in time will also be required to meet requirements outlined in RFP Exhibit H.

3. c) Browsers supported for client (LAWA) access to manage the system, view analytics, reports, back-end, etc.

Both the front-end and the back-end platform (containing dispatching, reporting, routing, etc.) can be accessed via any standard web browser (Chrome, Safari, Edge/Internet Explorer, etc.), irrespective of the operating system or network architecture.

4. a) Our service analytics and new market development

In addition to main fixed routes and last mile solutions for Van Nuys and Union Station, we are ready to progressively deploy on-demand transportation services to and from LAX all integrated in one simple app. For such an offering to be successful in competing with rideshare and solo car alternatives, the departure and arrival of the route would need to be directly at the airport rather than an offsite location to limit friction.

Please find below our initial suggestions to deploy an on-demand solution to further expand the alternatives to/from LAX and reduce congestion at the airport and ensure an impactful service launch. We suggest offering paid advertising on the vehicles that will significantly subsidize the cost per rider. We look forward to collaborating with you to arrive at a final deployment plan and service levels that will make LAX FlyAway® the most attractive way to get to and from the airport, an internationally renowned service locally cherished by the Angelenos.

Analytic capabilities

Our analytic approach combines both quantitative and qualitative methods to deliver a strong initial launch of service. Our great distinguishing strength is our ability to constantly learn, experiment and improve the level of service, the coverage and profitability of the program on behalf of LAWA.

Quantitative analysis

To identify service areas and level of service, we looked at already existing parameters such as Household Income, Median Age, Population Density, current Alternative Transportation means to LAX.



1. Map Showing Median Household Income Distribution in Census Tracts
2. Map Showing Median Age of Residents of LA County
3. Map Showing Population Density

In the first month after Notice to Proceed, we would look to obtain further information through remunerated focus groups and surveys as well as using data from different stakeholders on current travellers to LAX like LAWA, airline and LAX vendor employees. This would help us refine the implementation roll out plan.

As we expand the service area, we would use geo-specific surveys and the information gathered from initial launch to run simulation models on Key Performance Indicators (“KPIs”) to rank and choose the next service areas.

Qualitative analysis

To identify service areas and level of service, we looked at alternative and competing means to get to the airport and different rider profiles which would be the keenest to adopt the new service in the relevant perimeter. We favored less connected areas with rider profiles that were Millennials and GenZ age, had average family incomes, and were environmentally conscious or where individuals made many trips per year to LAX.

Overall recommendation

In the area surrounding LAX, there lives only 0.3M people within its 5 miles radius and 1.3M people within the 5 to 10 miles radius with double the density. The latter locations are the more attractive locations to start this program. Based on our analysis and simulations the most attractive areas we would consider for a pilot launch would be: Playa Vista, Inglewood, Crenshaw, Culver City, Venice and Santa Monica.

Implementation approach

We have a proven and agile process for planning and implementing our services, which helps us to be efficient, adapt tasks and design to local and clientele specific conditions, and scale smartly.

Notice to Proceed: We would like to further clarify our understanding of the key goal and objectives of LAWA regarding this new service. We would establish in collaboration with LAWA project specific KPIs that would align with our objectives. Some examples are:

Objectives	Goal	KPI	Target
Increasing ridership	Ridership	Num. of riders per week	5,000px/ area
	Time-saving	Avg. time to/from airport Avg. wait time per requested ride	25 min 7 min
	Customer satisfaction	Net promoter score	50

We would hence align our marketing and deployment efforts in collaboration with other local and LAWA programs like the [Employee Volunteer Vanpool](#). In parallel, we would conduct aforementioned surveys to refine deployment plans. The vehicles would be identified and planned for relocation.

Throughout the first year of the implementation, we will organize check-in calls initially weekly and eventually monthly with key stakeholders at LAWA to ensure a successful implementation.

Notice to Proceed plus 60 days: We would start marketing to the initially chosen area(s) for initial service, raising awareness of the new service. We would use email marketing and other means to advertise the launch of a monthly pass to LAWA employees and other potential recurring riders. Driver training starts.

Notice to Proceed plus 90-120 days: We start digital performance marketing to drive traffic to the LAX FlyAway® application and generate ridership. We would be ready to start operations, in up to 3 areas.

Notice to Proceed plus 180-210 days: We expand our marketing campaign to new areas. We would be ready to start operations in up to 7 areas.

Notice to Proceed plus 365 days: The transportation system should be fully mature. We will continue to be on-hand to assist with service recommendations and data analyses. We can expand to more service areas.

Available resources

Technology

The service can be operated as a separate user experience or integrated within the same application of the fixed routes for an additional fee.

The software platform is cloud-based and hence any changes that are made can be implemented instantaneously. It also makes it a much safer platform designed to get rapid insights and fast response times. Data that is captured once the service is launched is available via the reporting suite as soon as ride requests and vehicles are active, which allows for a quick and accurate analysis of service performance and an opportunity to plan for service adjustments.

Subject matter experts, operational Fleet, Drivers, Resources

We have **transportation solution specialists** that have a proven ability to lead cross functionally with LAWA personnel, our product, customer service, operations and engineering teams.

Our electric fleet partner has experience deploying microtransit solutions in the area since 2013. They will provide the **electric microtransit operations staff and drivers**, leveraging its existing regional team local experience operating in Santa Monica, Venice, Marina del Rey, Culver City, South Los Angeles (Crenshaw area) and even as a subcontractor for LAWA employee services in Inglewood. We have a local office in Playa Vista. This project will have a **dedicated local manager** and drivers to ensure service performance and operational standards.

Customer Technical support staff that have in-depth practical know-how knowledge of the technology and GTFS aspects of the technology are included in this project to ensure issues that arise are resolved in a timely manner.

We propose to use 14 Lightning Electric passenger vehicles¹, or similar model, that has a 140 mile range, outfitted with luggage racks and with a passenger capacity of roughly 6 seats. Of these vehicles, one in each location would be configured for ADA, with roughly 3-4 seats, 1 ADA position, and luggage racks. Below is a chart showing the vehicle models and allocation by area:

Area	# of Vans	Type
Santa Monica	3	2 electric passenger vans, 1 electric ADA van
Venice	2	1 electric passenger vans, 1 electric ADA van
Playa Vista	1	1 electric ADA van
Culver City	2	1 electric passenger vans, 1 electric ADA van
Crenshaw	2	1 electric passenger vans, 1 electric ADA van
Inglewood	2	1 electric passenger vans, 1 electric ADA van
Spare	2	1 electric passenger vans, 1 electric ADA van
Total	14	7 electric passenger vans, 7 electric ADA vans

Considering our longtime presence and active contracts in the area and infrastructure in place, we are able to mitigate any risks with our agreed timeline. We have a national fleet of over 150 all-electric vehicles, including a mix of Polaris GEM e6 neighborhood electric vehicles, Tesla Model Y sedans, and electric passenger vans. Our local fleet in Southern California includes 60 all-electric vehicles. We have great auto insurance and can quickly add drivers and vehicles to our national custom policy.

¹ <https://lightningemotors.com/lightningelectric-ford-transit-shuttle/>

(For Illustrative Purpose Only)

PROPOSER NAME: BUS.COM

FORM 2A

Cost Proposal																						Totals
LAX FlyAway - Van Nuys		Year 1-Costs				Year 2-Costs				Year 3-Costs		Year 4-Costs				Year 5-Costs						5-year totals
		One-Time Costs	Recurring (total trips)	Other	Sub-Total	One-Time Costs	Recurring (total trips)	Other	Sub-Total	One-Time Costs	Recurring (total trips)	Other	Sub-Total	One-Time Costs	Recurring (total trips)	Other	Sub-Total	One-Time Costs	Recurring (total trips)	Other	Sub-Total	
1 MANAGEMENT FEE																						
a. Proposer profit		\$ -	\$ -	\$ 347,970	\$ 347,970	\$ -	\$ -	\$ 354,951	\$ 354,951	\$ -	\$ -	\$ 358,577	\$ 358,577	\$ -	\$ -	\$ 362,492	\$ 362,492	\$ -	\$ -	\$ 366,521	\$ 366,521	\$ 1,790,510
o. Management team salaries (overroll)		\$ -	\$ -	\$ 360,347	\$ 360,347	\$ -	\$ -	\$ 337,379	\$ 337,379	\$ -	\$ -	\$ 350,961	\$ 350,961	\$ -	\$ -	\$ 365,639	\$ 365,639	\$ -	\$ -	\$ 381,047	\$ 381,047	\$ 1,792,373
c. Corporate overhead		\$ -	\$ -	\$ 270,231	\$ 270,231	\$ -	\$ -	\$ 221,020	\$ 221,020	\$ -	\$ -	\$ 233,071	\$ 233,071	\$ -	\$ -	\$ 270,760	\$ 270,760	\$ -	\$ -	\$ 257,431	\$ 257,431	\$ 1,190,915
																						\$ -
2 TRIP FEE (per trip)																						\$ -
a. Non-Fixed Expenses (Wages, Benefits and Payroll)																						\$ -
i. Driver wages, benefits and payroll processing		\$ -	\$ 1,028,284	\$ -	\$ 1,028,284	\$ -	\$ 1,088,709	\$ -	\$ 1,088,709	\$ -	\$ 1,108,689	\$ -	\$ 1,108,689	\$ -	\$ 1,128,791	\$ -	\$ 1,128,791	\$ -	\$ 1,148,892	\$ -	\$ 1,148,892	\$ 20,603,365
ii. Dispatcher wage, benefits and payroll processing		\$ -	\$ 189,185	\$ -	\$ 189,185	\$ -	\$ 192,023	\$ -	\$ 192,023	\$ -	\$ 192,955	\$ -	\$ 192,955	\$ -	\$ 193,898	\$ -	\$ 193,898	\$ -	\$ 194,840	\$ -	\$ 194,840	\$ 662,903
iii. Baggage handlers wages and benefits and payroll processing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
iv. Cleaning wages and benefits (consider adding into Trip fee if LWC is not applicable)		\$ -	\$ 326,869	\$ -	\$ 326,869	\$ -	\$ 330,767	\$ -	\$ 330,767	\$ -	\$ 332,367	\$ -	\$ 332,367	\$ -	\$ 333,967	\$ -	\$ 333,967	\$ -	\$ 336,571	\$ -	\$ 336,571	\$ 1,658,589
v. Fueler wages and benefits (consider adding into Trip fee if LWC is not applicable)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
b. Fixed Expenses																						\$ -
i. Vehicle expenses (Mileage or vehicle lease, if proposing a mixed fleet)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
o. ≤ 12 passenger capacity		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
o. 13 - 25 passenger capacity		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
o. >25 passenger capacity		\$ -	\$ 1,125,775	\$ -	\$ 1,125,775	\$ -	\$ 1,142,002	\$ -	\$ 1,142,002	\$ -	\$ 1,158,153	\$ -	\$ 1,158,153	\$ -	\$ 1,163,719	\$ -	\$ 1,163,719	\$ -	\$ 1,169,285	\$ -	\$ 1,169,285	\$ 5,723,680
																						\$ -
ii. Bus technology (hardware costs, software costs per vehicle)		\$ 106,628	\$ -	\$ -	\$ 106,628	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,628
iii. Bus insurance		\$ -	\$ 227,109	\$ -	\$ 227,109	\$ -	\$ 227,471	\$ -	\$ 227,471	\$ -	\$ 228,568	\$ -	\$ 228,568	\$ -	\$ 229,683	\$ -	\$ 229,683	\$ -	\$ 230,798	\$ -	\$ 230,798	\$ 1,140,630
iv. Bus repairs		\$ -	\$ 254,069	\$ -	\$ 254,069	\$ -	\$ 252,805	\$ -	\$ 252,805	\$ -	\$ 254,028	\$ -	\$ 254,028	\$ -	\$ 255,267	\$ -	\$ 255,267	\$ -	\$ 256,507	\$ -	\$ 256,507	\$ 1,267,676
v. Accident repairs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
vi. Bus storage		\$ -	\$ 169,928	\$ -	\$ 169,928	\$ -	\$ 169,487	\$ -	\$ 169,487	\$ -	\$ 169,827	\$ -	\$ 169,827	\$ -	\$ 169,778	\$ -	\$ 169,778	\$ -	\$ 169,928	\$ -	\$ 169,928	\$ 847,947
vii. Startup expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
viii. Other expenses		\$ -	\$ 61,138	\$ -	\$ 61,138	\$ -	\$ 62,055	\$ -	\$ 62,055	\$ -	\$ 62,323	\$ -	\$ 62,323	\$ -	\$ 62,644	\$ -	\$ 62,644	\$ -	\$ 62,945	\$ -	\$ 62,945	\$ 311,125
3 REIMBURSABLE EXPENSES																						\$ -
i. Fuel (while bus is serving passengers only)		\$ -	\$ 854,226	\$ -	\$ 854,226	\$ -	\$ 869,130	\$ -	\$ 869,130	\$ -	\$ 871,265	\$ -	\$ 871,265	\$ -	\$ 876,525	\$ -	\$ 876,525	\$ -	\$ 879,784	\$ -	\$ 879,784	\$ 4,349,000
ii. Transaction Processing Fee - 3% transaction fee		\$ -	\$ 493,897	\$ -	\$ 493,897	\$ -	\$ 508,964	\$ -	\$ 508,964	\$ -	\$ 516,940	\$ -	\$ 516,940	\$ -	\$ 525,208	\$ -	\$ 525,208	\$ -	\$ 535,767	\$ -	\$ 535,767	\$ 2,609,765
4 THIRD PARTY INTEGRATION																						\$ -
i. Website, Application, and Application Interface costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ii. Other costs (detail by row)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 OTHER																						\$ -
Air purification system (Optional)		\$ 31,325	\$ -	\$ -	\$ 31,325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,325
																						\$ -
																						\$ -
																						\$ -
																						\$ -
Sub-Totals (without optional offerings)		\$ 106,628	\$ 7,630,578	\$ 948,548	\$ 8,685,754	\$ -	\$ 7,844,054	\$ 917,250	\$ 8,761,304	\$ -	\$ 7,903,932	\$ 943,512	\$ 8,847,444	\$ -	\$ 7,958,529	\$ 971,891	\$ 8,940,419	\$ -	\$ 8,034,405	\$ 1,001,599	\$ 9,036,004	\$ 44,270,925
Annual Totals (Without optional offerings)		\$ 8,685,754				\$ 8,761,304				\$ 8,847,444				\$ 8,940,419				\$ 9,036,004				\$ 44,270,925
																						5-year totals
Number of trips / year		47,450				47,580				47,450				47,450				47,450				
All Inclusive Price / trip		\$ 161				\$ 165				\$ 167				\$ 168				\$ 169				\$ -

1. **Management Fee:** The Management Fee should take into account management team salaries, corporate overhead, administrative services, facilities, ticketing equipment/infrastructure, supplies, and profit.
2. **Trip Fee:** Fixed fee for each one-way completed trip (Trip Rate) set by Location for one trip in each direction to/from LAX. The Trip Fee should take into account the Operator's variable service costs such as wages, benefits and overhead for drivers, dispatchers, baggage handlers, cleaners, and fuelers, deadhead and layover time. It should also include fixed costs such as bus technology, bus insurance, bus repairs, accident repairs, bus storage, startup expense and other transportation related expenses.
3. **Reimbursable Expenses:**
- a. Bus Fuel – LAWA will reimburse the actual cost of fuel upon commencement of Route service for fuel expended while bus is serving passengers only.
 - b. Transaction Processing Fee – Approved expenses for processing FlyAway credit card transactions (i.e. credit card merchant processing fees) may be passed through, without markup, for payment by LAWA
4. **Third-Party Integration:** Contractor may be eligible for reimbursement of qualified expenses associated with required third-party integration such as, but not limited to:
- a. Website, Application, and/or Application Interface costs
 - b. Other costs
5. **Others:** Qualified expenses for other miscellaneous expenses (to be negotiated)

1. **Management Fee:** The Management Fee should take into account management team salaries, corporate overhead, administrative services, facilities, ticketing equipment/infrastructure, supplies, and profit.

2. **Trip Fee:** Fixed fee for each one-way completed trip (Trip Rate) set by Location for one trip in each direction to/from LAX. The Trip Fee should take into account the Operator's variable service costs such as wages, benefits and overhead for drivers, dispatchers, baggage handlers, cleaners, and fuelers, deadhead and layover time. It should also include fixed costs such as bus technology, bus insurance, bus repairs, accident repairs, bus storage, startup expense and other transportation related expenses.

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- a. Bus Fuel – LAWA will reimburse the actual cost of fuel upon commencement of Route service for fuel expended while bus is serving passengers only.
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- a. Website, Application, and/or Application Interface costs
- b. Other costs

5. **Others:** Qualified expenses for other miscellaneous expenses (to be negotiated)

Cost Proposal																			Totals		
LAX FlyAway - Technology & Analytics																			5-year totals		
	Year 1-Costs				Cost Assumptions*	Year 2-Costs				Cost Assumptions*	Year 3-Costs				Cost Assumptions*	Year 4-Costs				Cost Assumptions*	
	One-Time Costs	Recurring	Other	Sub-Total		One-Time Costs	Recurring	Other	Sub-Total		One-Time Costs	Recurring	Other	Sub-Total		One-Time Costs	Recurring	Other	Sub-Total		
1. Customer User Interface Application Technology																					
Software license	\$ -	\$ -	\$ -	\$ 51,000		\$ -	\$ -	\$ -	\$ 51,000		\$ -	\$ -	\$ -	\$ 51,000		\$ -	\$ -	\$ 51,000			
Reservation platform (development costs)	\$ 1,066	\$ -	\$ -	\$ 361,066	Labor for implementation of pricing technology - See form 2D for breakdown of resources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Reservation blocks - hardware, software hosting, and maintenance (2 blocks at Van Nuys)	\$ 99,450	\$ -	\$ -	\$ 99,450		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Payment integrations	\$ 125,360	\$ -	\$ -	\$ 125,360	Labor for implementation of pricing technology - See form 2D for breakdown of resources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Data hosting	\$ -	\$ 4,253	\$ -	\$ 4,253		\$ -	\$ 4,253	\$ -	\$ 4,253	\$ -	\$ 4,253	\$ -	\$ 4,253	\$ -	\$ 4,253	\$ -	\$ 4,253	\$ -			
Data security	\$ -	\$ 10,000	\$ -	\$ 10,000		\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -			
Integrations - Trip Planning (GTPS)	\$ 739	\$ 21,000	\$ -	\$ 322,739		\$ -	\$ 21,000	\$ -	\$ 21,000	\$ -	\$ 21,000	\$ -	\$ 21,000	\$ -	\$ 21,000	\$ -	\$ 21,000	\$ -			
End user training (initial training) - Software training is included in	\$ 4,313	\$ -	\$ -	\$ 4,313		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Software performance maintenance	\$ -	\$ 9,770	\$ -	\$ 9,770		\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -			
Other (RFP and other monthly subscription costs)	\$ -	\$ 36,253	\$ -	\$ 36,253		\$ -	\$ 36,253	\$ -	\$ 36,253	\$ -	\$ 36,253	\$ -	\$ 36,253	\$ -	\$ 36,253	\$ -	\$ 36,253	\$ -			
2. Fare Analysis and Program Development																					
Fare analysis (30 annual)	\$ -	\$ 12,751	\$ -	\$ 12,751		\$ -	\$ 12,751	\$ -	\$ 12,751	\$ -	\$ 12,751	\$ -	\$ 12,751	\$ -	\$ 12,751	\$ -	\$ 12,751	\$ -			
3. Client-Facing Performance Monitoring and Analytics Solution																					
Dashboard development	\$ -	\$ 7,212	\$ -	\$ 7,212		\$ -	\$ 7,212	\$ -	\$ 7,212	\$ -	\$ 7,212	\$ -	\$ 7,212	\$ -	\$ 7,212	\$ -	\$ 7,212	\$ -			
End user training	\$ -	\$ -	\$ -	\$ 6,500		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Data hosting	\$ -	\$ 11,724	\$ -	\$ 11,724		\$ -	\$ 10,818	\$ -	\$ 10,818	\$ -	\$ 10,818	\$ -	\$ 10,818	\$ -	\$ 10,818	\$ -	\$ 10,818	\$ -			
Data security	\$ -	\$ 10,000	\$ -	\$ 10,000		\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -			
Software performance maintenance	\$ -	\$ 9,770	\$ -	\$ 9,770		\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -	\$ 9,770	\$ -			
4. Customer Service																					
24-hour critical response portal	\$ -	\$ 63,000	\$ -	\$ 63,000		\$ -	\$ 63,000	\$ -	\$ 63,000	\$ -	\$ 63,000	\$ -	\$ 63,000	\$ -	\$ 63,000	\$ -	\$ 63,000	\$ -			
Customer data management system	\$ 9,900	\$ -	\$ -	\$ 9,900		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Data hosting	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Data security	\$ -	\$ 10,000	\$ -	\$ 10,000		\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -			
Software performance maintenance	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
End user training	\$ -	\$ 5,000	\$ -	\$ 5,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5. Customer Insights and Marketing																					
					Our marketing spend is designed to be dynamic based on a percentage of fare revenues above a certain threshold to maximize ridership and earnings of the Flyaway service on behalf of LAXIA. The higher of: 1) \$150,000 annually; and 2) A performance fee applied on the fare revenue exceeding \$12M. 2-3 5% of annual fare revenues on the bunch of \$12M-\$15M 2-3 10% of annual fare revenues on the bunch of \$15-\$18M 2-3 10% of annual fare revenues on all annual times above \$18M This dynamic spend can be extended to the marketing of all on-demand services to form a full fleet of \$1.44M.																
Customer insights	\$ -	\$ -	\$ -	\$ 496,903		\$ -	\$ -	\$ -	\$ 1,031,919	\$ -	\$ -	\$ -	\$ 1,149,350	\$ -	\$ -	\$ -	\$ 1,318,403	\$ -			
Digital marketing collateral	\$ -	\$ -	\$ -	\$ 150,000		\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -			
6. Customizations (Optional / Future Offerings to be Coded for Consideration)																					
MicroTransit Stand alone application (7 areas)	\$ -	\$ 3,498,666	\$ -	\$ 2,756,665	Includes a progressive start within the first 3 months of the project's launch (3 areas). This cost accounts for 14 vehicles at full deployment to service the 7 main areas around LAX. The option would NOT be integrated to the fixed route technology and app.	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -			
MicroTransit within the fixed route application (7 areas)	\$ -	\$ 3,498,666	\$ -	\$ 2,622,800	Includes a progressive start within the first 3 months of the project's launch (3 areas). This cost accounts for 14 vehicles at full deployment to service the 7 main areas around LAX. The option would be integrated to the fixed route technology and app.	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -	\$ 3,498,666	\$ -			
Last mile solution for Van Nuys and Union stations	\$ -	\$ 3,553,600	\$ -	\$ 3,603,600	This cost accounts for 11 vehicle around the Van Nuys station and 6 around Union at full deployment. Vehicles would run around 12 hours daily every day of the week. We estimate 50% of rides would use the service if included in the base price of LAX Flyaway. The solution would cost around \$5.5 million. Offering this service is a very important component to increase ridership massively.	\$ -	\$ 3,553,600	\$ -	\$ 3,553,600	\$ -	\$ 3,553,600	\$ -	\$ 3,553,600	\$ -	\$ 3,553,600	\$ -	\$ 3,553,600	\$ -			
Premium in-bus experience (valid service and luggage check in)	\$ -	\$ 290,250	\$ 2,198,172	\$ -	\$ 2,398,422	Bus.com believes this option has the potential to differentiate the Flyaway service from other standard bus operations, and provide a premium and frictionless experience to Flyaway customers while being the most affordable option to get to the airport. We will work with LAXIA to refine the Bus.com customer experience to save rides time at the airport. With this option, we intend on providing: 1. Full time valets to reach bus to offer snacks and beverages to passengers as they feel refreshed and relaxed when waiting for the service, help with luggage loading and handling of luggage booths. 2. Hardware and installation for in-the-bus Luggage check-in booth. The customers would be available to print their own luggage tickets before entering the airport enabling them to save time. 3. Handling of luggage directly to airlines. The offering of such service requires partnerships with airline companies. This cost can be shared with the partner airlines and sales made on snacks and premium beverages will decrease the overall cost.	\$ -	\$ 2,988,402	\$ -	\$ 2,988,402	\$ -	\$ 2,988,402	\$ -	\$ 2,988,402	\$ -	\$ 2,988,402	\$ -	\$ 2,988,402	\$ -	\$ 2,988,402	\$ -
Premium passenger information system and real-time information on fleet	\$ -	\$ 337,652	\$ 9,452	\$ -	\$ 347,104	These are additional infotainment and telematics options. We believe these premium additions to base offering are not necessary to service fixed route point to point services.	\$ -	\$ 9,452	\$ -	\$ 9,452	\$ -	\$ 9,452	\$ -	\$ 9,452	\$ -	\$ 9,452	\$ -	\$ 9,452			
Sub-Totals (without optional offerings)	\$ -	\$ 919,389	\$ 269,366	\$ 646,903	\$ 1,819,659		\$ -	\$ 256,347	\$ 1,181,919	\$ 1,438,266		\$ -	\$ 256,347	\$ 1,318,350	\$ 1,575,697		\$ -	\$ 256,347	\$ 1,488,403	\$ 1,724,751	\$ 8,432,697
Annual Total - Without optional offerings	\$ -	\$ 919,389	\$ 269,366	\$ 646,903	\$ 1,819,659		\$ -	\$ 256,347	\$ 1,181,919	\$ 1,438,266		\$ -	\$ 256,347	\$ 1,318,350	\$ 1,575,697		\$ -	\$ 256,347	\$ 1,623,977	\$ 1,880,325	\$ 8,432,697
5-year totals	\$ -	\$ 4,596,945	\$ 1,346,830	\$ 3,234,515	\$ 9,098,295		\$ -	\$ 1,275,100	\$ 5,909,800	\$ 7,184,900		\$ -	\$ 1,275,100	\$ 6,591,750	\$ 7,866,850		\$ -	\$ 1,275,100	\$ 6,623,977	\$ 7,900,625	\$ 39,663,487

1. **Customer User Interface Application Technology:** Includes platform licensing and development (where needed) costs. In addition to data hosting, security, maintenance, and training costs. Contingency line item may be used to capture any potential costs resulting from identified risks in the RFP response. "Other" can be used to specify any costs not captured in previous line items.

2. **Fare Analysis and Program Development:** Professional services costs associated with a bi-annual review of fare programs to maximize ridership (as requested by LAWA). Please specify rates and labor hours in the "Cost Assumptions" columns.

3. **Client-Facing Performance Monitoring and Analytics Solution:** Includes platform licensing and development (where needed) costs. In addition to data hosting, security, maintenance, and training costs.

4. **Customer Service:** Includes provision of 24-hour critical response portal and customer data management system (including custom development and integrations costs for interoperability with the application and performance monitoring platforms), and associated data hosting, security, maintenance, and training costs.

5. **Customer Insights and Marketing:** Professional services costs associated with presenting customer insights and developing digital marketing collateral to be presented through the Proposer's Customer User Interface Application Technology. Please specify rates and labor hours in the "Cost Assumptions" columns.

6. **Customizations:** Items included here are optional and/or future offerings. Based on Proposer capabilities, please specify the proposed development costs (as needed) and associated data hosting, security, maintenance, and training costs as applicable. Proposer may also outline additional partnerships, programs, or services that they recommend to enhance the FlyAway offering.

*Cost Assumptions - Please specify the development or analysis time (in person-hours * hourly rates) separate from the fixed and/or unit costs.

Proposed Technology and Analytics Rates

Proposers shall list the maximum hourly rates and the Fully Loaded Multiplier for the various personnel classifications, the maximum mark-up percentage for materials, and the maximum mark-up percentage for sub-contractor deliverables and services.

The Fully Loaded Multiplier shall be applied to the appropriate direct labor cost only, not on other direct reimbursable costs. The Fully Loaded Multiplier includes all consideration for the Proposer's overhead, general and administrative expenses, and profit.

For a role to be filled by a sub-contractor, the Maximum Hourly Rate to be paid to the sub-contractor's employee should be listed in the Contractor's Maximum Hourly Rate Paid to Employee column (A). In this case, the Fully Loaded Multiplier column should be the combined overhead, general and administrative expenses, and profit of both the Prime contractor and the sub-contractor(s). How the Fully Loaded Multiplier is divided between the Prime contractor and the sub-contractor(s) is negotiated between the Prime and the sub-contractor(s).

	Job Title/Description	Maximum Hourly Rate Paid to Employee	Fully Loaded Multiplier	Maximum Hourly Rate LAWA Pays
		(A)	(B)	(A x B)
Technology & Analytics Rates				
1	Program manager	213	5%	223.13
2	Lead engineer	200	5%	210.00
3	Quality analyst	125	5%	131.25
4	Brand Manager	100	5%	105.00
5	Training consultant	113	5%	118.13
6	Developer	150	5%	157.50
7				-
8				-
Add/revise positions and rates as appropriate				
Other Categories				
	Description	Maximum Mark-Up %		
43	Materials in Support of Project	5%		
44	Deliverables or Time & Materials by Sub-Contractor	5%		

EXHIBIT E

Union Station Bus Terminal Description

EXHIBIT E
Union Station Bus Terminal Description

Transit Plaza

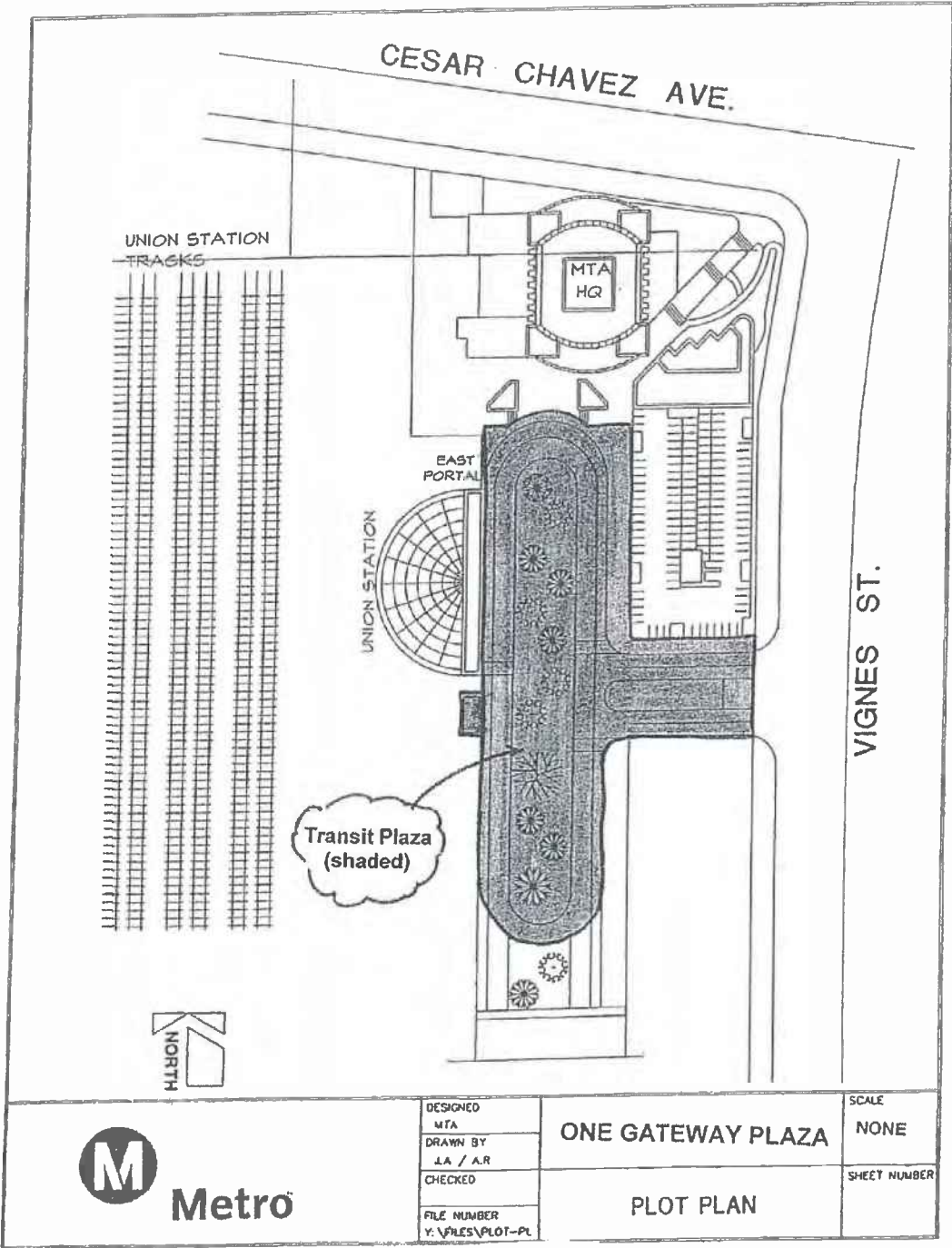
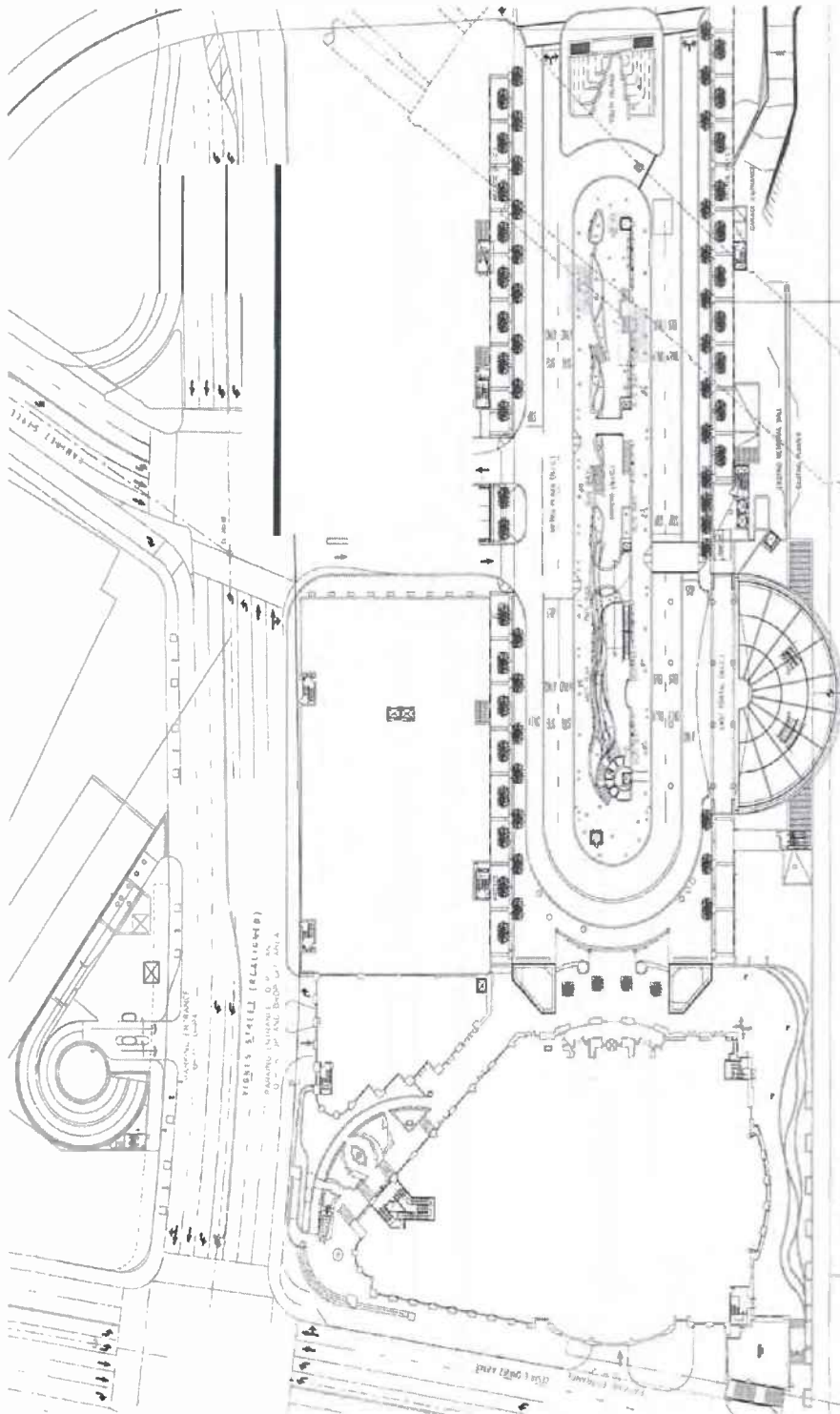


Exhibit A-1

Exhibit A-2

Kiosk, Waiting Area, Berths #1 and #9 and the Kiss and Ride Area



City of Los Angeles Los Angeles World Airports (LAWA)
RBUS014137 Right of Entry Permit Dominguez 061021

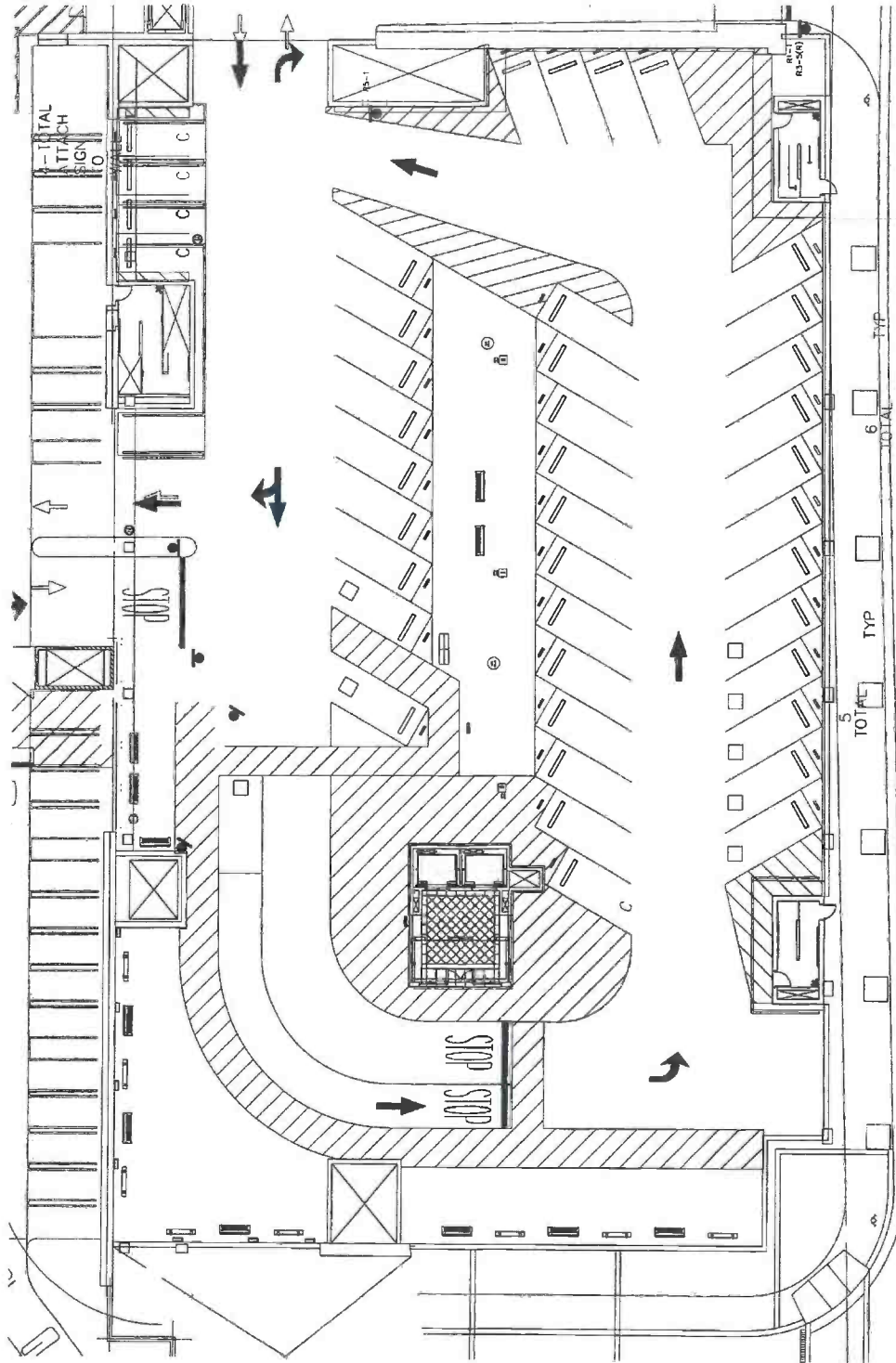
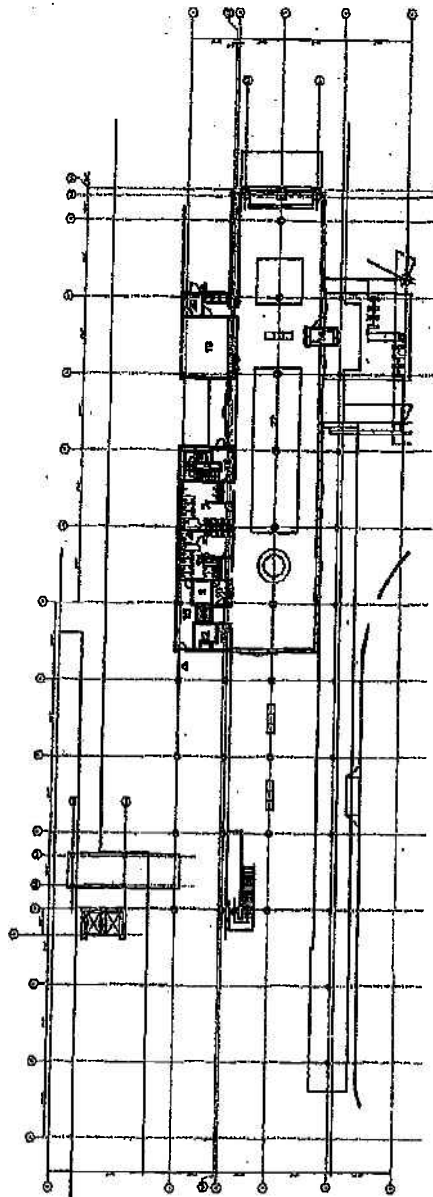


EXHIBIT F


Van Nuys Bus Terminal Description



SPACE	DESCRIPTION	AREA	TYPE	USE	YEAR
1000	Weld open space	1000	Weld	Open	1960
1001	Weld open space	1001	Weld	Open	1960
1002	Weld open space	1002	Weld	Open	1960
1003	Weld open space	1003	Weld	Open	1960
1004	Weld open space	1004	Weld	Open	1960
1005	Weld open space	1005	Weld	Open	1960
1006	Weld open space	1006	Weld	Open	1960
1007	Weld open space	1007	Weld	Open	1960
1008	Weld open space	1008	Weld	Open	1960
1009	Weld open space	1009	Weld	Open	1960
1010	Weld open space	1010	Weld	Open	1960
1011	Weld open space	1011	Weld	Open	1960
1012	Weld open space	1012	Weld	Open	1960
1013	Weld open space	1013	Weld	Open	1960
1014	Weld open space	1014	Weld	Open	1960
1015	Weld open space	1015	Weld	Open	1960
1016	Weld open space	1016	Weld	Open	1960
1017	Weld open space	1017	Weld	Open	1960
1018	Weld open space	1018	Weld	Open	1960
1019	Weld open space	1019	Weld	Open	1960
1020	Weld open space	1020	Weld	Open	1960
1021	Weld open space	1021	Weld	Open	1960
1022	Weld open space	1022	Weld	Open	1960
1023	Weld open space	1023	Weld	Open	1960
1024	Weld open space	1024	Weld	Open	1960
1025	Weld open space	1025	Weld	Open	1960
1026	Weld open space	1026	Weld	Open	1960
1027	Weld open space	1027	Weld	Open	1960
1028	Weld open space	1028	Weld	Open	1960
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**1ST FLOOR PLAN
FLYAWAY
BUS TERMINAL**

[illegible]

PMO  ANA		FLYAWAY BUS TERMINAL Los Angeles World Airport MAGGIE LEASE DEPART	
PMO 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 14			

This technical drawing illustrates a longitudinal section of a ship's hull, likely a cargo vessel. The hull is divided into several longitudinal compartments, with the central section being the largest. A prominent vertical support structure, possibly a mast or a central pillar, runs through the center of the hull. The drawing includes numerous dimension lines and numerical values, indicating the scale and proportions of the vessel. The hull's structure is shown with various beams and girders, and the internal compartments are labeled with numbers. The drawing is oriented vertically, with the bow at the top and the stern at the bottom.

[illegible][illegible][illegible]

EXHIBIT G

Holding Lot Description

EXHIBIT G

Holding Lot Description

Commercial Vehicle Holding Lot (CVHL)

6100 Westchester Pkwy, Los Angeles, CA 90045

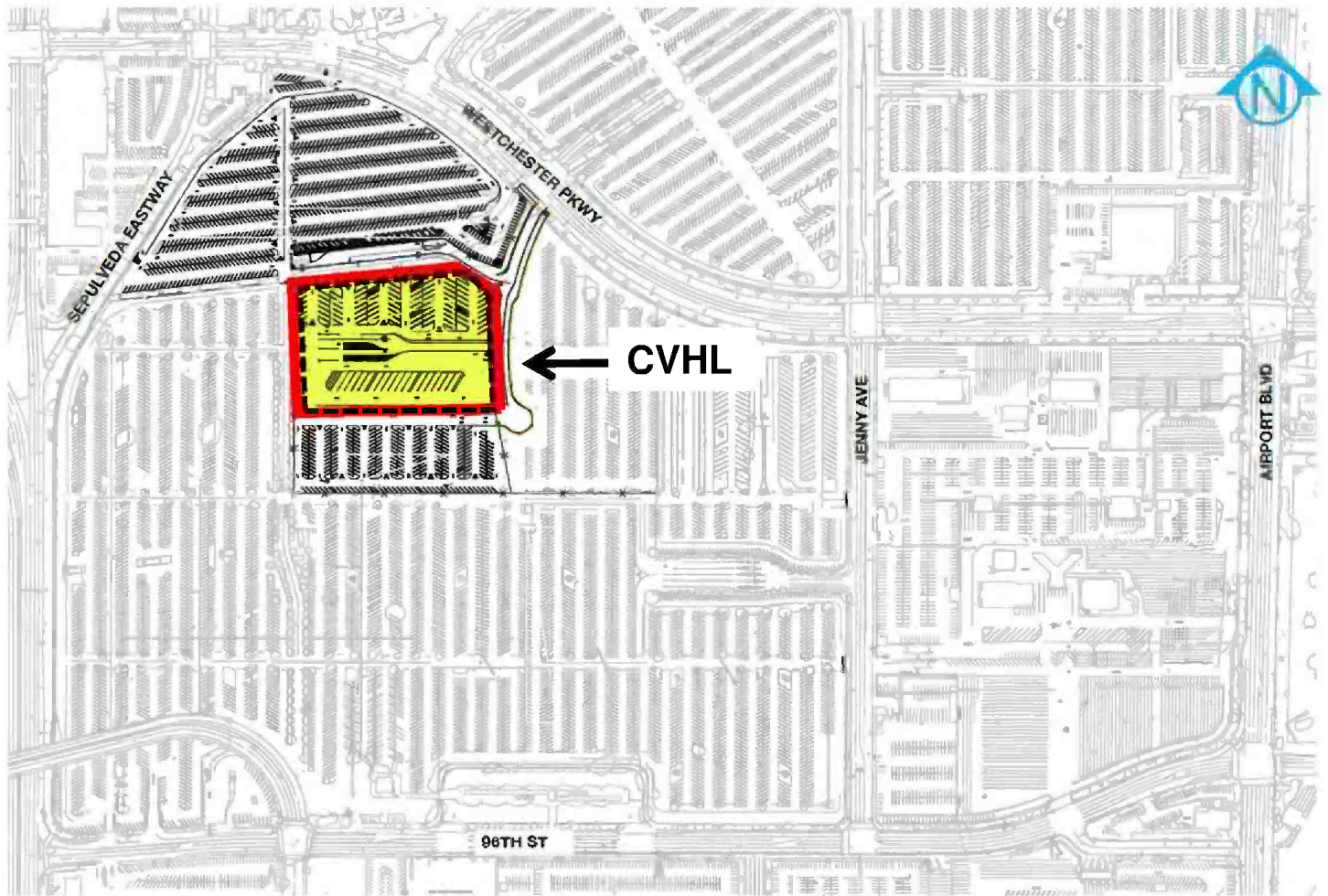


EXHIBIT H

Metro Access Permit

EXHIBIT E

Metro Access Permit



Los Angeles
World Airports

BOARD FILE NO. DA-5512

CONFORMED COPY

RESOLUTION NO. 27288

WHEREAS, on recommendation of Management, there was presented for approval, three (3)-year Right of Entry Permit/Hold Harmless Agreement with the Los Angeles County Metropolitan Transportation Authority covering use of facilities at Union Station to support the operation of the FlyAway bus service of Los Angeles World Airports, for cost not to exceed \$324,000; and

LAX
Van Nuys
City of Los Angeles

Eric Garcetti
Mayor

Board of Airport
Commissioners

Sean O. Burton
President

Valeña C. Velasco
Vice President

Gabriel L. Eshaghian
Beatrice C. Hsu
Nicholas P. Roxborough
Dr. Cynthia A. Telles
Karim Webb

Justin Erbacci
Chief Executive Officer

WHEREAS, the Los Angeles World Airports (LAWA) FlyAway Program has operated the Union Station FlyAway route since 2006. The route currently operates 75 daily trips to and from Union Station and Los Angeles International Airport (LAX), between the hours of 5am and 12am, with 30-minute headways; an 18% reduction from the pre-COVID schedule of 92 daily trips, which had 20-minute headways during the peak commute periods, and additional trips between 12am and 5am. LAWA staff is monitoring the return of passenger demand, and has budgeted for increased trips if needed; and

WHEREAS, the Agreement will allow LAWA continued use of facilities at Union Station (e.g. bus bays, layover facilities and ticket kiosk). Following is a summary of the material terms of the Agreement:

	Previous	New
Term	Three (3) years, subject to termination by either party with 120 days written notice	No change
Fees	\$9,000 per month	No change
Facilities	Exclusive use of two (2) berths, ticket kiosk, and passenger waiting area	No change; and

WHEREAS, funds for the Agreement have been requested in the Fiscal Year 2021-2022 LAWA Operating Budget in LAX Cost Center 2001187 – LND Union Station FlyAway, Commitment Item 520 – Contractual Services. Funding for subsequent years will be requested as part of the annual budget process; and

WHEREAS, projects instituting or increasing passenger or commuter service on existing highway rights-of-way are exempt pursuant to Public Resources Code 21080(b)(10), and are therefore exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.h. of the Los Angeles City CEQA Guidelines; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 245;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the Staff Report; determined that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.h. of the Los Angeles City CEQA Guidelines; approved the three (3)-year Right of Entry Permit/Hold Harmless Agreement with the Los Angeles County Metropolitan Transportation Authority covering use of facilities at Union Station to support the operation of the FlyAway bus service of Los Angeles World Airports, for cost not to exceed \$324,000; and authorized the Chief Executive Officer to execute said Right of Entry Permit/Hold Harmless



Agreement with the Los Angeles County Metropolitan Transportation Authority after approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 27288 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, June 17, 2021.



Grace Miguel - Secretary
BOARD OF AIRPORT COMMISSIONERS

RIGHT OF ENTRY PERMIT/HOLD HARMLESS AGREEMENT

THIS RIGHT OF ENTRY PERMIT/HOLD HARMLESS AGREEMENT (this "Agreement"), as of **July 1, 2021** (the "**Effective Date**"), is by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under the laws of the State of California, hereinafter referred to as "**LACMTA**," and the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "City"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports also known as Los Angeles World Airports or LAWA.

RECITALS

A. LACMTA is the owner of that certain real property located adjacent to One Gateway Plaza, in the City of Los Angeles, California, as is generally depicted on Exhibit A-1 (the "**Transit Plaza**"), which real property is commonly known as the Patsaouras Transit Plaza.

B. LACMTA is the owner of that certain four-level public parking garage situated under the Transit Plaza, Vignes Street and certain other surrounding real property, as depicted on Exhibit B-1 (the "**Parking Garage**"), which, as of the Effective Date, is operated by ABM Parking Services.

C. LACMTA has closed and prohibits all passenger vehicular traffic and relocated the "**Kiss and Ride Area**" to P-1 of the Parking Garage designated as "Kiss and Ride Area" on Exhibit A-2.

D. LACMTA and LAWA entered into that certain Right of Entry Permit/Hold Harmless Agreement dated July 1, 2015 for the use of the Transit Plaza and the Parking Garage designated as "Kiss and Ride Area" for the operation of an airport bus shuttle service between Union Station and Los Angeles International Airport, which service is commonly known as LAWA's FlyAway service ("**FlyAway Service**").

E. LAWA desires to use the Transit Plaza and the Parking Garage designated as "Kiss and Ride Area" for the operation of its FlyAway Service and LACMTA desires to allow LAWA to use the Transit Plaza, the Parking Garage designated as "Kiss and Ride Area" for such purpose on the terms and conditions contained herein.

NOW THEREFORE, for valuable consideration, LACMTA and LAWA do hereby agree as follows:

1. **Permitted Areas and Uses.**

A. **Non-Exclusive Use.** LACMTA hereby grants to LAWA the non-exclusive right to use:

(a) the bus lane areas on the Transit Plaza designated exclusively for bus travel for the purpose of ingress and egress of FlyAway Service buses to and from Berths # 1 and #9 (defined below);

(b) the passenger vehicular access areas are located on P-1 of the Parking Garage designated as the "Kiss and Ride Area" in Exhibit A-2 in the open parking area.

(c) that area on the Transit Plaza located adjacent to the Kiosk (defined below) and designated on Exhibit A-2 as "FlyAway Service Waiting Area" (the "Waiting Area") for the purpose of (i) queuing up to obtain FlyAway Service information or bus tickets at the Kiosk, and/or (ii) waiting to board FlyAway Service buses;

(d) that area on the Transit Plaza designated on Exhibit A-2 as "Berth #1" ("1") for the purposes of loading and "Berth #9" (9) for the purposes of unloading of FlyAway Service passengers onto and off of FlyAway Service buses;

(e) those areas within the Bus Layover Facility designated by LACMTA from time to time for the laying over of FlyAway Service buses awaiting access to Berth #1 (the "FlyAway Service Layover Area"), those areas within the Bus Layover Facility designated for bus travel for the purpose of ingress and egress of FlyAway Service buses to and from the FlyAway Service Layover Area, and those pedestrian areas situated within the Bus Layover Facility, which are generally designated for pedestrian use for the purpose of FlyAway Service bus operator pedestrian access to and from the FlyAway Service Layover Area;

(f) the areas of the Parking Garage that are designed for vehicular parking for the parking of FlyAway Service patrons, and LAWA employees and Contractors (defined in Section 4C) associated with the operation of the FlyAway Service;

(g) all handicapped/disabled/accessible parking spaces located within the public areas of the Parking Garage (the "Accessible Parking Spaces"), for the lawful parking of vehicles operated by handicapped or disabled persons;

(h) restrooms located on the P-1 level of the Union Station East Portal and designated on Exhibit B-2 as the "FlyAway Service Restroom" for use by LAWA employees and Contractors associated with the operation of the FlyAway Service, which men and women restrooms are open 24/7/365;

(i) the vehicular areas in the Parking Garage (including the vehicular ramps connecting the Parking Garage to the public streets) which are generally designated for

public vehicle use for the purpose of ingress and egress of passenger vehicles to and from the Parking Garage and the Accessible Parking Spaces; and

(j) the pedestrian areas in the Parking Garage and on the Transit Plaza (including, but not limited to, sidewalks, stairwells and elevators) which are generally designated for public pedestrian use for the purpose of pedestrian access to and from the Parking Garage, the Accessible Parking Spaces, the Kiss and Ride Area, the Waiting Area, the Kiosk and Berths #1 and #9 by FlyAway Service patrons and LAWA employees and Contractors associated with the operation of the FlyAway Service.

B. **Shared Use of Parking Garage.** LAWA understands and acknowledges that its use of the Parking Garage is non-exclusive, and that LACMTA, its contract property manager for the Parking Garage (as of the Effective Date, Morlin Asset Management, LP) and the parking operator for the Parking Garage (as of the Effective Date, ABM Parking Services) may contract with others to park in the Parking Garage and/or may allow members of the public that are not FlyAway Service patrons to park in the Parking Garage. Notwithstanding the foregoing, to the extent possible, LACMTA will work with LAWA in good faith to provide adequate parking in the Parking Garage for FlyAway Service patrons, including the provision of parking for multiple consecutive days. LAWA's use of the Parking Garage as set forth in Section 1A(g)(h) and (j) above shall be subject to the same terms and conditions as the general public's use of the Parking Garage.

C. **Exclusive Use.** LACMTA hereby grants LAWA the exclusive right to use the kiosk located on the Transit Plaza as depicted in Exhibit A-2 (the "**Kiosk**") for the purpose of: (i) providing information about the FlyAway Service; (ii) selling bus tickets for the FlyAway Service; and (iii) monitoring FlyAway Service activities on the Transit Plaza, including, but not limited to, activities in the Waiting Area, at Berths #1 and #9 and at the Kiss and Ride Area.

All of the areas described in Sections 1A and 1C above are collectively referred to as the "**Permitted Areas**" and individually as a "**Permitted Area**."

2. **Term.** The term of this Agreement shall commence on **July 1, 2021**, the Effective Date and shall end at midnight on the date occurring three (3) years thereafter on **June 30, 2024**, unless earlier terminated as provided herein. Once this Agreement commences, the Existing Agreement dated July 1 2015 (referenced as LACMTA ROE16427BUS / LAWA Board File No. DA-5088) shall be deemed automatically terminated by the parties to the extent the Existing Agreement has not already expired.

3. **Fees, Expenses and Reimbursements.**

A. **Monthly Fee.** In consideration for the use of the Permitted Areas, LAWA shall pay LACMTA the amount of **Nine thousand dollars (\$9,000) per month** during the term of this Agreement, which amount shall be due and payable on the Effective Date, and thereafter on a monthly basis, on terms as set forth on LACMTA's invoice.

B. **Parking Fees.** Parking within the Parking Garage by FlyAway Service patrons shall be paid by FlyAway Service patrons at the standard rates for public parking therein, as such rates are established from time to time.

C. **Reimbursement of LACMTA Cost Associated with Improvement and Modification.** LAWA shall reimburse LACMTA for all costs incurred by LACMTA associated with any improvement or modification of the Permitted Areas requested by LAWA to accommodate the FlyAway Service or otherwise. Such reimbursement shall be made within forty-five (45) days from LAWA's receipt of an invoice for the same from LACMTA. Such reimbursement shall include, without limitation, any LACMTA internal costs to review and approve the design and oversee the construction and installation of any such improvement or modification. LAWA agrees that all or a portion of the design review and construction oversight cost may be charged as a reasonable percentage of the overall cost of the improvements and modifications.

D. **Method of Payment.** All amounts due LACMTA under this Agreement shall be paid to LACMTA without abatement, offset or deduction in lawful money of the United States of America, in immediately available funds, at LACMTA's primary address for notification as set forth in Section 16 of this Agreement or at such other place or address as LACMTA may designate in writing from time to time.

E. **Late Payment.** LAWA acknowledges that LACMTA will experience additional management, administrative and other costs that are impracticable or extremely difficult to determine if LAWA does not make payments to LACMTA when such payments are due and payable hereunder. As such, LAWA agrees to pay LACMTA accrued interest at the Default Rate (defined below), compounded monthly, for any payments due to LACMTA by LAWA under this Agreement not received by LACMTA when due and payable. Accrued interest shall be computed over the period commencing with the date when the unpaid amount was due and payable and ending on the date such amount is paid. LAWA acknowledges that interest shall be applicable to all amounts due under this Agreement, whether identified by audit or otherwise, and that interest on such amounts shall accrue from and after the date when such amounts were due and payable as provided herein (as opposed to the date when such deficiencies are identified by LACMTA). The "Default Rate" is defined as that rate of interest equal to the the lesser of (a) the Prime Rate (defined below) existing when the Default Rate is to be applied, and (b) the highest interest rate permitted by law at the time when the Default Rate is to be applied. The "Prime Rate" is defined as that rate of interest that is equal to the average prime rate of interest published in the Wall Street Journal (unless the Wall Street Journal ceases to publish such average prime rate of interest, in which case the then-prevailing prime rate of interest or reference rate of interest shall be used).

4. **LAWA Use and Operations.**

A. **Limited Use.** During the term of this Agreement, LAWA shall use the Permitted Area only for the purposes described in Section 1 above, subject to the terms, conditions, limitations and restrictions set forth below in this Section 4.

B. 24/7/365 Use Allowed. Subject to Section 10, LAWA shall have the right to use the Permitted Areas for the uses permitted hereunder twenty four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year.

C. Personal License. LAWA's right to enter and use the Permitted Areas is personal to LAWA, LAWA's agents, contractors, consultants, subcontractors and all other persons acting on LAWA's behalf or under LAWA's direction (individually and collectively, "Contractors") and LAWA's employees. LAWA shall ensure that it and its Contractors and employees comply with all applicable terms and conditions hereof, including without limitation the indemnity and insurance provisions set forth below.

D. Use of Berths #1 and #9. LAWA shall use Berth #1 to load FlyAway Service patrons and Berth #9 to unload FlyAway Service patrons only. FlyAway Service patrons shall be loaded onto and/or discharged from FlyAway Service buses promptly upon such buses' arrival at Berths #1 and/or #9, respectively. LAWA shall load and discharge such patrons as expeditiously as is reasonably possible, however, in no event, (absent an emergency) shall:

(i) Any FlyAway Service bus remain at Berths #1 or #9 for more than fifteen (15) minutes;

(ii) Any FlyAway Service bus that intends to load passengers at any time other than the LACMTA Rush Periods (defined below) arrive at Berth #1 more than ten (10) minutes prior to its scheduled departure time, as such time is set forth on the then current FlyAway Service Schedule (as defined in Section 4I); and

(iii) Any FlyAway Service bus that intends to load passengers on an LACMTA Working Day (defined below) between the hours of 6:00am and 9:00am and the hours of 3:00pm and 6:00pm (collectively, the "LACMTA Rush Periods") arrive at Berth #1 more than five (5) minutes prior to its scheduled departure time, as such time is set forth on the then current FlyAway Service Schedule (as defined in Section 4I), except that any such bus may arrive at Berth #1 up to ten (10) minutes prior to such scheduled departure time if ten (10) or more FlyAway Service patrons are waiting to board such bus. An "LACMTA Working Day" is any day except Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LAWA shall use reasonable efforts to ensure that no more than one (1) FlyAway Service bus is present at Berths #1 and #9 at any one time. LAWA understands and agrees that: (a) Berth #9 consists of three (3) bus bays, the use of which LAWA will be sharing with other bus service operators and operations; (b) LAWA will have the non-exclusive use of the most southern end of Berth #9's three (3) bus bays for unloading the FlyAway Service patrons and no other bus bay in Berth #9; (c) it may not use the Transit Plaza or Berths #1 and #9 for bus layover purposes; and (d) LAWA will have the non-exclusive use of Berth #1 for the purpose of loading Flyaway Service patrons. The parties understand that at the time of execution of this Agreement, there are no other users of Berth #1. Nothing in this Agreement will prohibit or prevent LACMTA from assigning other users to Berth #1 during the Term of this Agreement.

In order for LACMTA to efficiently and effectively operate the Transit Plaza, LACMTA reserves the right, on thirty (30) days prior written notice, to relocate the area where LAWA loads and unloads passengers onto and off of FlyAway Service buses to an alternative location area other than Berths #1 and #9. To the extent the loading and unloading area is relocated, the Kiss and Ride Area and the Waiting Area may also be relocated accordingly.

E. **Restrictions on Use.** LAWA shall not (a) commit waste, (b) subject the Permitted Areas and the adjoining LACMTA property to any use which would damage the same or increase risk of loss or violate any insurance coverage, (c) subject the Permitted Areas and the adjoining LACMTA property to any odor, smoke, dust, gas, substance, noise or vibration beyond that which would typically be expected from the uses allowed hereunder, (d) take any action which would constitute a nuisance or would disturb, obstruct or endanger LACMTA, any third party or the public, or (e) use or allow the Permitted Areas to be used for any unlawful purpose. LAWA shall not use the Transit Plaza (including, but not limited to, Berths #1 and #9), or the Bus Layover Facility (including, but not limited to, the FlyAway Service Layover Area) to park any FlyAway Service buses overnight or perform any repairs, maintenance or other mechanical work (except for emergency repairs) on the same. FlyAway Service patrons may park their vehicles in the Parking Garage, but vehicle repairs, maintenance and other mechanical work is not permitted in the Parking Garage or anywhere in the Permitted Areas. LAWA shall take reasonable and appropriate measures to ensure that FlyAway Service patrons, and LAWA employees and Contractors associated with the operation of the FlyAway Service comply with the restrictions set forth in this **Section 4F.**

F. **Safety Compliance.** LACMTA's safety rules and procedures as outlined in Safety in Yards and Terminals (Exhibit "G") and Terminals and Standard Operating Procedures, Personal Safety in Yards, Terminals, and other Facilities ("Exhibit "H") (collectively, the "LACMTA Safety Rules") apply to the Permitted Areas. LAWA shall be responsible for communicating to all its employees the requirement to comply with the LACMTA Safety Rules. LAWA shall also be responsible for monitoring its employees for compliance with the LACMTA Safety Rules. LACMTA shall have the right to terminate this Agreement should LAWA fail to comply with the LACMTA Safety Rules.

G. **Compliance with Law.** LAWA, at its expense, shall comply with: (i) all applicable federal, state, and local laws, ordinances, regulations, rules and orders with respect to the use of the Permitted Areas; and (ii) all LACMTA rules, regulations, policies and procedures delivered to LAWA (as the same may exist from time to time) with respect to the use of the Permitted Areas, including, without limitation, the LACMTA Safety Rules. LAWA shall take reasonable and appropriate measures to ensure that FlyAway Service patrons, and LAWA employees and Contractors associated with the operation of the FlyAway Service comply with the laws, ordinances, regulations, rules, orders, policies and procedures noted in the foregoing sentence.

H. **No Waiting Outside of Waiting Area.** LAWA shall take reasonable and appropriate measures to ensure that its patrons waiting to board FlyAway Service buses use the Waiting Area, as opposed to the area directly adjacent to Berth #1 and #9 or other areas of the

Transit Plaza, in an effort to prevent disruption of bus service by LACMTA and other operators at Berths #1 and #9 and elsewhere on the Transit Plaza.

I. **FlyAway Service Schedule.** LAWA may operate the FlyAway Service on up to fifteen (15) minute headways with no more than four (4) FlyAway Service buses leaving Berth #1 for Los Angeles International Airport and no more than four (4) FlyAway Service buses arriving at Berth #9 from Los Angeles International Airport during any hour of the day. LAWA may not operate the FlyAway Service at anytime at a frequency greater than that specified in the preceding sentence. Initially, LAWA intends to operate the FlyAway Service twenty four (24) hours per day/seven (7) days per week/three hundred sixty five (365) days per year, pursuant to the schedule attached hereto as Exhibit E (such schedule, as the same may be changed from time to time in accordance with the following sentence, the "**FlyAway Service Schedule**"). Anytime LAWA intends to change the FlyAway Service Schedule from its then current level, it shall provide LACMTA with a copy of the proposed new FlyAway Service Schedule at least fifteen (15) working days in advance of the date LAWA intends to operate under such proposed new schedule.

J. **No Interference.** LAWA shall not unreasonably interfere with any of LACMTA's or other bus operators or operations normal activities and shall promptly cease and rectify any such interfering activity upon discovery of the same by LAWA or upon notification of the same by LACMTA, including, without limitation, the removal of any vehicle or equipment that might be a source of interference to LACMTA's or other's bus operations on the Transit Plaza or within the Bus Layover Facility. LACMTA, in its reasonable discretion, may push, tow or jump start any FlyAway Service bus or vehicle blocking bus or vehicle movement on the Transit Plaza or within the Bus Layover Facility.

5. Improvements, Modifications and Kiosk Services.

A. **As Is, Where Is Condition.** Subject to LACMTA's maintenance, repair, cleaning and janitorial obligations under Section 6, the Permitted Areas (including, but not limited to, the Kiosk and the Parking Garage) are provided to LAWA in their AS IS, WHERE IS condition as of the Effective Date, and LAWA acknowledges that: (i) its duly designated representatives have fully examined the Permitted Areas, including the Kiosk; (ii) it accepts the use and occupancy of the Permitted Areas, including the Kiosk, with full knowledge of the conditions thereof; and (iii) the Permitted Areas are suitable for the operation of the FlyAway Service as of the Effective Date.

B. **Restriction on Improvements and Modifications - General.** LAWA shall not make or cause to be made any improvements or modifications to the Permitted Areas, except as approved in writing by LACMTA, which approval may be reasonably withheld until LACMTA has approved LAWA-prepared plans and specifications for such improvements or modifications. All improvements and modifications to the Permitted Areas that are approved in writing by LACMTA shall be performed at LAWA's sole cost and expense. LAWA shall not proceed with any improvements or modifications within the Permitted Areas until it has received written notice to proceed from LACMTA. Subject to the terms and conditions of Section 5D, below, LACMTA shall not unreasonably delay its review of and comment on plans and specifications submitted to LACMTA by or on behalf of LAWA for LAWA desired improvements and modifications within the Permitted Areas, nor will LACMTA unreasonably withhold, condition or delay its approval of

such plans and specifications or its delivery of written notice to proceed with respect to such improvements and modifications.

C. **Kiosk Utilities.** As of the Effective Date, the Kiosk is supplied with heating, ventilating and air conditioning (subject to cleaning, repairing and renovating the same so as to make it operational); 110 volt electrical power; a three quarter (¾) inch telephone conduit leading to/from the telephone room on the P-2 level of the Parking Structure (but no telephone service); interior lighting; a floor drain and a three quarter (¾) inch water line (the "**Kiosk Utilities**"). The Kiosk's heating, ventilating and air conditioning system is connected to the mechanical system in the LACMTA Headquarters Building. Electrical power to the Kiosk (including electrical power to the aforementioned heating, ventilating and air conditioning system and the Kiosk's lighting) and water service to the Kiosk are not separately metered. LACMTA shall provide the following services to the Kiosk via the Kiosk Utilities (the "**Kiosk Utility Services**"): (a) heating, ventilating and air conditioning service; (b) 110 volt electrical service; (c) interior lighting; and (d) water service. LAWA shall, at its sole cost and expense, obtain and install any telephone or other communication service necessary to support the FlyAway Service at the Kiosk.

D. **Restriction on Improvements and Modifications in the Transit Plaza.** LAWA understands that the Transit Plaza and the Kiosk contain design elements and architectural features important to the overall aesthetic and beauty of the Transit Plaza, and that any improvement or modification of the Kiosk, any improvement added to the Transit Plaza and/or any modification of any existing improvement or element on the Transit Plaza (including the installation of any FlyAway Service Signage in accordance with Section 11, below) must consider the Transit Plaza's overall aesthetic and beauty. LACMTA's approval of any LAWA proposed improvement or modification will be based in part on the effect such improvement or modification will have on the overall aesthetic and beauty of the Transit Plaza and the Kiosk. Notwithstanding any other term or condition contained in this Agreement to the contrary, LACMTA's approval of any improvement or modification of the Kiosk, any improvement added to the Transit Plaza and/or any modification of any existing improvement or element on the Transit Plaza (including the installation of any FlyAway Service Signage in accordance with Section 11, below) shall be at LACMTA's sole and absolute discretion. Further, LACMTA shall have the right, at any time and from time to time during the Term, to remodel, renovate or expand the Transit Plaza and Parking Garage or a portion thereof; provided, however, LACMTA's work will not unreasonably interfere with the normal operations of LAWA's FlyAway Service in the Transit Plaza.

E. **Ownership of Improvements.** Any and all improvements and fixtures installed or added to the Permitted Areas pursuant to this Agreement, as well as any and all alterations or modifications of such improvements or fixtures and any other LACMTA improvements pursuant to this Agreement, shall be owned by LACMTA as of the date of such installation, addition, alteration or modification; provided that any such improvements, fixtures, modifications or alterations that are removed from the Permitted Areas pursuant to Section 9D, shall, at the time of such removal, become the property of LAWA.

6. LACMTA Services.

A. Parking Garage Services. LACMTA shall provide lighting, security, maintenance, repair, cleaning and janitorial services to the Parking Garage. Should LAWA desire additional service beyond the typical service provided in accordance with the preceding sentence, it shall request the same in writing from LACMTA and LACMTA shall reasonably endeavor to provide the requested service to LAWA at LAWA's sole cost and expense. Such additional services shall be provided upon written agreement by the parties regarding the scope of such additional services and the manner in which the additional cost and expense of the same will be paid to LACMTA.

B. Transit Plaza Services. LACMTA shall provide, at its sole cost and expense, lighting, security, maintenance, repair, cleaning and janitorial services to Berths #1 and #9, the Kiss and Ride Area, and the Waiting Area at a level of service equal to that provided in the remainder of the Transit Plaza. Should LAWA desire additional service beyond the typical service provided in accordance with the preceding sentence it shall request the same in writing from LACMTA and LACMTA shall reasonably endeavor to provide the requested service to LAWA at LAWA's sole cost and expense. Such additional services shall be provided upon written agreement by the parties regarding the scope of such additional services and the manner in which the additional cost and expense of the same will be paid to LACMTA.

C. Kiosk Services. LACMTA shall provide: (a) maintenance, repair, cleaning and janitorial services to the Kiosk in accordance with the scope of services attached hereto as Exhibit F (collectively, the "Kiosk Maintenance Services"); and (b) the Kiosk Utility Services. Should LAWA desire additional service beyond the typical service provided in accordance with the preceding sentence, it shall request the same in writing from LACMTA and LACMTA shall reasonably endeavor to provide the requested service to LAWA at LAWA's sole cost and expense. Such additional services shall be provided upon written agreement by the parties regarding the scope of such additional services and the manner in which the additional cost and expense of the same will be paid to LACMTA.

D. Additional Services. If LACMTA, in its sole and absolute discretion, determines that Kiosk Maintenance Services, Kiosk Utility Services, or any other expenses (including, but not limited to additional lighting, security, cleaning, janitorial, maintenance or repair services) beyond that typically provided to the Permitted Areas or the surrounding LACMTA property are necessary as a result of the FlyAway Service or LAWA's use and operation hereunder (the "Other FlyAway Service-Related Services"), LACMTA shall provide such services, the cost of which shall be paid by LACMTA, but shall be reimbursed to LACMTA in the manner set forth in Section 3C; provided, however, that LAWA shall not be responsible for the cost of any such additional services unless and until it receives written notification from LACMTA of the same; which notice shall be provided to LAWA fifteen (15) days prior to implementation of the Other FlyAway Service-Related Services (when practical), and shall contain an explanation of the reason why the additional services are needed and reasonable documentation evidencing the typical level of service being provided prior to the implementation of the additional services.

E. **Repair of Extraordinary Damage.** Notwithstanding anything to the contrary contained herein, any and all damage to the Permitted Areas or the surrounding LACMTA property caused by LAWA or its employees, Contractors or patrons and having a repair cost in excess of ten thousand dollars (\$10,000) shall be reimbursed to LACMTA within forty-five (45) days after delivery of an invoice therefore; provided such invoice includes details regarding (a) the nature of the damage, and (b) the facts leading LACMTA to reasonably believe that such damage was caused by LAWA or its, employees, Contractors or patrons.

7. **Indemnification/Limit of Liability.**

A. **Indemnification.** LAWA shall indemnify, defend, and hold harmless LACMTA, its officers, and employees, from and against any and all claims, demands, suits, and causes of action (collectively "**Claims**"), and from and against all losses and expenses (including attorney's fees), liability, and consequential damages for injuries to persons and damage to property within the Permitted Areas (collectively "**Losses**") to the extent arising out of LAWA's, LAWA's employees, or LAWA's Contractors actions or negligence within the Permitted Areas.

B. **Limit on Liability.** Notwithstanding that LACMTA has agreed to provide certain security services under this Agreement and may elect to proceed with certain security-related improvements in the Parking Garage; LACMTA shall not be liable to LAWA or its Contractors or employees if such security services or improvements fail to prevent tortious or criminal acts of third parties.

8. **Insurance.** LAWA shall comply with the provisions of **Exhibit D**, and shall maintain, at its sole cost and expense, that insurance required to be maintained by LAWA as specified in **Exhibit D**. LAWA shall cause its Contractors to comply with the provisions of **Exhibit D**, and shall cause its Contractors to maintain, at their sole cost and expense, that insurance required to be maintained by its Contractors as specified in **Exhibit D**.

9. **Termination.**

A. **General Termination Rights.** Notwithstanding the provisions set forth below in **Sections 9B** and **9C**, either party can terminate this Agreement on ninety (90) days prior written notice to the other party.

B. **LACMTA Termination Rights for Failure to Perform.** LACMTA may terminate this Agreement and be relieved of any further performance hereunder if LAWA fails to perform any covenant to be performed by LAWA pursuant to this Agreement at the time and in the manner stated in this Agreement; provided, however, that, except as provided in **Section 9A**, LACMTA may not terminate this Agreement if LAWA has cured such failure within thirty (30) days from written notice of such failure delivered by LACMTA to LAWA, and if such failure cannot be cured within such thirty (30) day period, then LACMTA shall not terminate this Agreement so long as LAWA is diligently prosecuting the cure of the failure.

C. **LAWA Termination Rights for Failure to Perform.** LAWA may terminate this Agreement and be relieved of any further performance hereunder if LACMTA fails to perform

any covenant to be performed by LACMTA pursuant to this Agreement at the time and in the manner stated in this Agreement; provided, however, that, except as provided in Sections 9A and 10B, LAWA may not terminate this Agreement if LACMTA has cured such failure within thirty (30) days from written notice of such failure delivered by LAWA to LACMTA, and if such failure cannot be cured within such thirty (30) day period, then LAWA shall not terminate this Agreement so long as LACMTA is diligently prosecuting the cure of the failure.

D. Vacation/Removal of Improvements upon Termination. Upon the termination or expiration of this Agreement for any reason, LAWA shall immediately vacate the Permitted Areas, and upon receipt of the LACMTA Notice (defined below) LAWA shall promptly remove from the Permitted Areas all personal property, improvements, modifications or other material or items owned by LAWA or constructed or installed by or on behalf of LAWA (collectively, the "LAWA Property"), except for that LAWA Property requested to be left in place in the LACMTA Notice that LAWA determines can be reasonably accommodated, and shall restore the Permitted Areas to substantially the condition existing as of the Effective Date, ordinary wear and tear excepted. The LAWA Property shall include, without limitation, all FlyAway Service Signage (defined in Section 11), and all improvements and modifications to the Kiosk constructed or installed by or on behalf of LAWA. LAWA shall remove the LAWA Property at its sole cost and expense and in such a manner as to avoid damage to or defacement of the Permitted Areas or any other LACMTA property or improvements, and, in the event of any such damage or defacement, LAWA shall repair the same to the satisfaction of LACMTA, at LAWA's sole cost and expense. When removing FlyAway Service Signage that is part of an integrated, multi-purpose sign that will continue to be used by LACMTA after the relevant termination or expiration, LAWA shall take care not to remove any element of such sign that is not directly and solely related to the FlyAway Service.

Notwithstanding the forgoing, LACMTA may request in writing that LAWA not remove certain improvements, fixtures or modifications which LACMTA desires to have remain (the "LACMTA Notice"), which LACMTA Notice must be made within fifteen (15) days after the date of termination or expiration of this Agreement. LAWA hereby agrees to reasonably accommodate any such request made by LACMTA. LACMTA shall pay LAWA an agreed upon fair market value for those improvements and modifications that LAWA does not remove from the Permitted Areas at LACMTA's request, except for FlyAway Service Signage that is part of an integrated, multi-purpose sign that will continue to be used by LACMTA after the relevant termination or expiration date. The parties agree to act quickly, reasonably and in good faith in determining and agreeing upon the fair market value set forth in the preceding sentence. LACMTA agrees to pay LAWA such agreed upon fair market value within forty five (45) days after receipt of an invoice therefore from LAWA. In the event the parties cannot reach an agreement on the fair market value of a particular improvement indicated on the LACMTA Notice for which the fair market value is to be determined within thirty (30) days after delivery of such notice, LAWA shall promptly remove such item from the Permitted Area. Each improvement and modification to be removed by LAWA pursuant to this Section 9D shall be removed promptly after determination that such improvement or modification is to be removed (where such determination shall be made pursuant to this Section 9D); provided, however, that such removal (and any necessary restoration work) shall be completed no later than thirty (30) days after such determination is made. In the event LAWA fails to perform any removal and restoration work as required hereunder, LACMTA

may perform the same for the account of and at the sole cost of LAWA, which cost LAWA will pay to LACMTA promptly upon receipt of an invoice for the same, provided that in no event shall such payment be made later than thirty (30) days after receipt of such invoice. No termination hereof shall release LAWA, or the legal representative, successor or assignees of LAWA, from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events occurring prior to LAWA's vacating the Permitted Areas and returning possession thereof to LACMTA in accordance with this Section 9D.

10. Suspension.

A. **LACMTA's Right to Suspend Access and Use.** LACMTA may temporarily suspend access to and use of all or any portion of the Permitted Areas for operational, maintenance, repair, security, emergency or other purposes at LACMTA's discretion. LACMTA will provide LAWA with as much notice as is reasonably possible prior to any such suspension, which notice will include: (a) the date when such suspension of access and use will commence; (b) the anticipated duration of such suspension of access and use; (c) the reason for such suspension of access and use; and (d) that portion of the Permitted Areas subject to such suspension of access and use. During such periods of suspension, LAWA will be unable to access, use or operate on that portion of the Permitted Areas to which LACMTA has suspended access and use. If, during such periods, LAWA desires or needs to continue to operate its FlyAway Service, it shall be solely responsible for the provision of the same without the use of that portion of the Permitted Areas over which access and use have been suspended; provided, however, that LACMTA will use reasonable efforts to: (i) provide a replacement site to Berths #1 and/or #9 for FlyAway Service bus boardings and alightings that is situated reasonably near the Transit Plaza; and (b) provide a pedestrian link from/to the Parking Garage to/from such replacement site for Berths #1 and/or #9 to the extent access to and use of Berths #1 and/or #9 is precluded as a result of a suspension of access and use hereunder. LACMTA shall not be liable for any cost or damage incurred by LAWA as a result of any suspension of access or use pursuant to this Section 10A, including, without limitation, any consequential damages resulting therefrom.

B. **LAWA's Right to Terminate for Lengthy Suspensions.** If a suspension of access to or use of the Kiosk, Berths #1 and #9, the Waiting Area or the Parking Garage lasts more than fourteen (14) days and LACMTA has not provided LAWA with a reasonable replacement for such suspended use and access, LAWA may terminate this Agreement immediately upon the provision of written notice to LACMTA.

11. Signs. LACMTA agrees to: (i) design and produce that directional, wayfinding and identification signage as part of its Wayfinding Project 2013 to support the FlyAway Service and to limit LAWA and FlyAway Service related use of the Parking Garage and the Transit Plaza to the uses and areas specified in Section 1 of this Agreement (the "**FlyAway Service Signage**"); and (ii) install the FlyAway Service Signage within the Parking Garage and the Transit Plaza, all at LAWA's sole cost and expense. LAWA shall not have the right to install any signage or graphics, including, without limitation, logos, banners, pennants, decals, advertisements, pictures, notices or lettering, within the Permitted Areas, the Parking Garage, the Transit Plaza, or the Bus Layover Facility, except (i) as specifically approved in writing by LACMTA, or (ii) to the extent located entirely within the Kiosk and not readily visible from the public areas of the Transit Plaza.

12. Release and Indemnity for Contamination: Hazardous Substances. LAWA shall not dispose, store, place upon, use or transport to or from the Permitted Areas any Hazardous Substance, except for those Hazardous Substances contained in FlyAway Service buses and other vehicles in normal and customary amounts as is necessary for the proper operation of such buses and vehicles, and Hazardous Substances used in the normal and customary course of transit operations by LAWA and its Contractors and employees in accordance with the uses permitted hereunder.

A. **Definition of Hazardous Substances.** "**Hazardous Substances**" means any pollutant, contaminant or waste and any toxic, carcinogenic, reactive, corrosive, ignitable, flammable or infectious chemical, chemical compound or substance or otherwise hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any quantity of asbestos, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products, by-products or derivatives, radioactive substances, methane, hydrogen sulfide or materials, pesticides, waste waters, or sludges, any of the above of which are subject to regulation, control or remediation under any Environmental Laws (as defined below).

B. **Definition of Environmental Laws.** "**Environmental Laws**" means all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders and judgments relating to the protection or clean-up of the environment, the use, treatment, storage, transportation, generation, manufacture, processing, distribution, handling or disposal of, or emission, discharge or other release or threatened release of Hazardous Substances, the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants or other natural resources, the health and safety of persons or property, or the protection of the health and safety of employees, as the same may be amended, modified or supplemented from time to time, including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C.

Section 300f et seq.; the California Health and Safety Code (§ 25100 et seq., § 25249.5 et seq., § 39000 et seq.), the California Water Code (§ 13000 et seq.); all comparable state and local laws, laws of other jurisdictions or orders and regulations; and any and all common law requirements, rules and bases of liability regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of human health or the environment, as now or may at any time hereafter be in effect.

C. **Release and Indemnity.** LAWA forever releases and discharges LACMTA from any and all Claims of any nature or kind whatsoever related to Hazardous Substances in, under or around the Permitted Areas generated by LAWA or attributable, in whole or in part, to the action of LAWA, its employees or its Contractors during the performance of activities pursuant to this Agreement. Further, LAWA shall defend, indemnify and hold LACMTA harmless from and against any Claims arising or resulting from Hazardous Substances in, under or around the Permitted Areas generated by LAWA, its employees or its Contractors during the performance of activities pursuant to this Agreement. LAWA shall be solely responsible for any remediation pursuant to the procedures set forth below. Should LAWA generate Hazardous Substances within, on or around the Permitted Areas, it shall do the following, at its sole cost:

- (a) Notify LACMTA within 24 hours after the Hazardous Substances are discovered. The notice shall describe the nature and quantity of Hazardous Substances or contamination discovered, and assess the immediate potential risks posed to the public, the employees of LAWA, its Contractors, LACMTA and the environment.
- (b) Promptly do whatever is prudent, and whatever is required by any competent regulatory agency or any applicable laws, regulations, ordinances and rules, to protect the public, the employees of LAWA and LACMTA and the environment from any potential risks posed by the Hazardous Substances or contamination. LAWA shall submit its plans for and efforts toward accomplishing this to LACMTA for LACMTA's review and comment.
- (c) Perform any investigation, study, response, removal or remediation within the area covered under this Agreement required by federal, state or local authority with jurisdiction over LAWA or the property subject to this Agreement. LAWA shall do this in compliance with applicable laws, regulations, ordinances and rules. LAWA shall submit its plans for and efforts toward accomplishing such investigations, study, response, removal or remediation to LACMTA for LACMTA's review and comment.

13. **Inspection.** LACMTA may enter upon and inspect the Permitted Areas at any or all times.

14. **Assignment.** LAWA shall not assign its interest under this Agreement without first securing prior written consent of LACMTA.

15. **Severability.** No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or

stipulation. In the event of default, either party may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

16. **Notices.** All notices and other communications contemplated hereunder shall be in writing and shall be delivered by one or more of the following methods:

(a) personally delivered to the applicable addressee set forth below (including, but not limited to, service by professional messenger service or recognized overnight delivery service), in which case it shall be deemed received upon delivery, provided that such delivery is confirmed by a written receipt signed on behalf of the receiving party;

(b) mailed, postage prepaid, to the applicable addressee set forth below via the United States Postal Service's certified mail, return receipt requested, in which case it shall be deemed received upon actual receipt by the receiving party.

The addresses for the parties for receipt of all notices and other communications contemplated in this Agreement are as follows:

TO LACMTA: Los Angeles Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor (MS 99-22-9)
Los Angeles, CA 90012-2952
Attn: Diane H. Dominguez, Senior Manager
Tel: (213) 922-5253, Email: dominguezd@metro.net

TO LAWA: Los Angeles World Airports
1 World Way
P. O. Box 92216
Los Angeles, CA 90009-2216
Attn: Shirlene Sue

WITH A COPY TO:

Los Angeles World Airports
City Attorney's Office, Airport Division
1 World Way
P.O. Box 92216
Los Angeles, CA 90009-2216
ATTN: Tim Daze
Assistant General Counsel General Counsel

Either party may change its address for receipt of notices and communications hereunder by giving written notice of the same to the other party in accordance with the provisions of this Section 16.

17. **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter contained herein.

18. **Amendments.** No modification or amendment of this Agreement shall be binding upon either party unless in writing and executed by both parties. This Agreement shall not be amended or modified by oral agreement or understanding between the parties or by any acts or conduct of the parties.

19. **Arbitration of Disputes.** All disputes between the parties shall be resolved by arbitration as provided herein and shall be enforceable in accordance with the California Arbitration Act. Arbitration of a particular dispute shall be carried out by one arbitrator mutually agreed to by the parties (unless the parties cannot agree, in which case such arbitrator shall be selected in accordance with the rules of the American Arbitration Association), which arbitrator shall, thereafter, resolve the dispute in accordance with the rules of the American Arbitration Association and in accordance with the provisions of the next paragraph.

Promptly after such appointment, said arbitrator shall hold a hearing and review evidence as necessary to determine the matter in dispute and shall resolve the same and all questions pertaining thereto as promptly thereafter as is practicable under the circumstances in accordance with the rules of the American Arbitration Association (including provisions relating to hearings, notice, presentation of evidence and witnesses and discoveries). A final decision by such arbitrator shall be final at any stage of the proceeding. The decision of the arbitrator shall be binding upon the parties to such arbitration and may be enforced by subsequent legal or equitable proceedings.

Only arbitrators having appropriate certification and at least five years' experience in the substantive area subject to arbitration shall be selected as an arbitrator. Prior to selection, each arbitrator shall provide to the parties a resume of his or her experience together with a declaration describing all past, present and anticipated or planned future relationships with all parties involved in this Agreement and the dispute.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE
TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS
"ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

DR
DR

LAWA (please initial)

JTP
JTP

LACMTA (please initial)

20. **Electronic Signature and Counterparts.** This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered that had been signed using a handwritten signature. All parties to this Agreement (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under the laws of the State of California

By 

John T. Potts
Executive Officer
Real Property Asset Management

LAWA:

THE CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners

By DAVID REICH
DAVID REICH (Jul 15, 2021 11:36 PDT)

Justin Erbacci
Chief Executive Officer

By Tatiana Starostina
Tatiana Starostina (Jul 15, 2021 11:24 PDT)

Tatiana Starostina
Chief Financial Officer

APPROVED AS TO FORM
Michael M. Feuer
Los Angeles City Attorney

Date _____

By Nichole A. Kelso
Nichole A. Kelso (Jul 15, 2021 09:54 PDT)
Nichole Kelso

DA-5512 - Los Angeles County Metropolitan Transportation Authority

Final Audit Report

2021-07-26

Created:	2021-07-15
By:	MANUEL MONTEVERDE (mmonteverde@lawa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxtFEQ36gBYXhXLMe8aQIOJwFh-z4q0xA

"DA-5512 - Los Angeles County Metropolitan Transportation Authority" History

 Document created by MANUEL MONTEVERDE (mmonteverde@lawa.org)
2021-07-15 - 11:39:51 PM GMT- IP address: 198.140.114.12


 Document emailed to DAVID REICH (dreich@lawa.org) for signature
2021-07-15 - 11:42:04 PM GMT


 Email viewed by DAVID REICH (dreich@lawa.org)
2021-07-17 - 7:07:42 PM GMT- IP address: 45.48.6.241


 Document e-signed by DAVID REICH (dreich@lawa.org)
Signature Date: 2021-07-17 - 8:52:17 PM GMT - Time Source: server- IP address: 45.48.6.241

 Document emailed to John T Potts (pottsjo@metro.net) for signature
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2021-07-23 - 8:27:48 PM GMT- IP address: 12.9.33.202

 Email viewed by John T Potts (pottsjo@metro.net)
2021-07-26 - 3:52:55 PM GMT- IP address: 12.9.33.202

 Document e-signed by John T Potts (pottsjo@metro.net)
Signature Date: 2021-07-26 - 4:14:31 PM GMT - Time Source: server- IP address: 12.9.33.202


 Agreement completed.
2021-07-26 - 4:14:31 PM GMT

Exhibit A-1
Transit Plaza

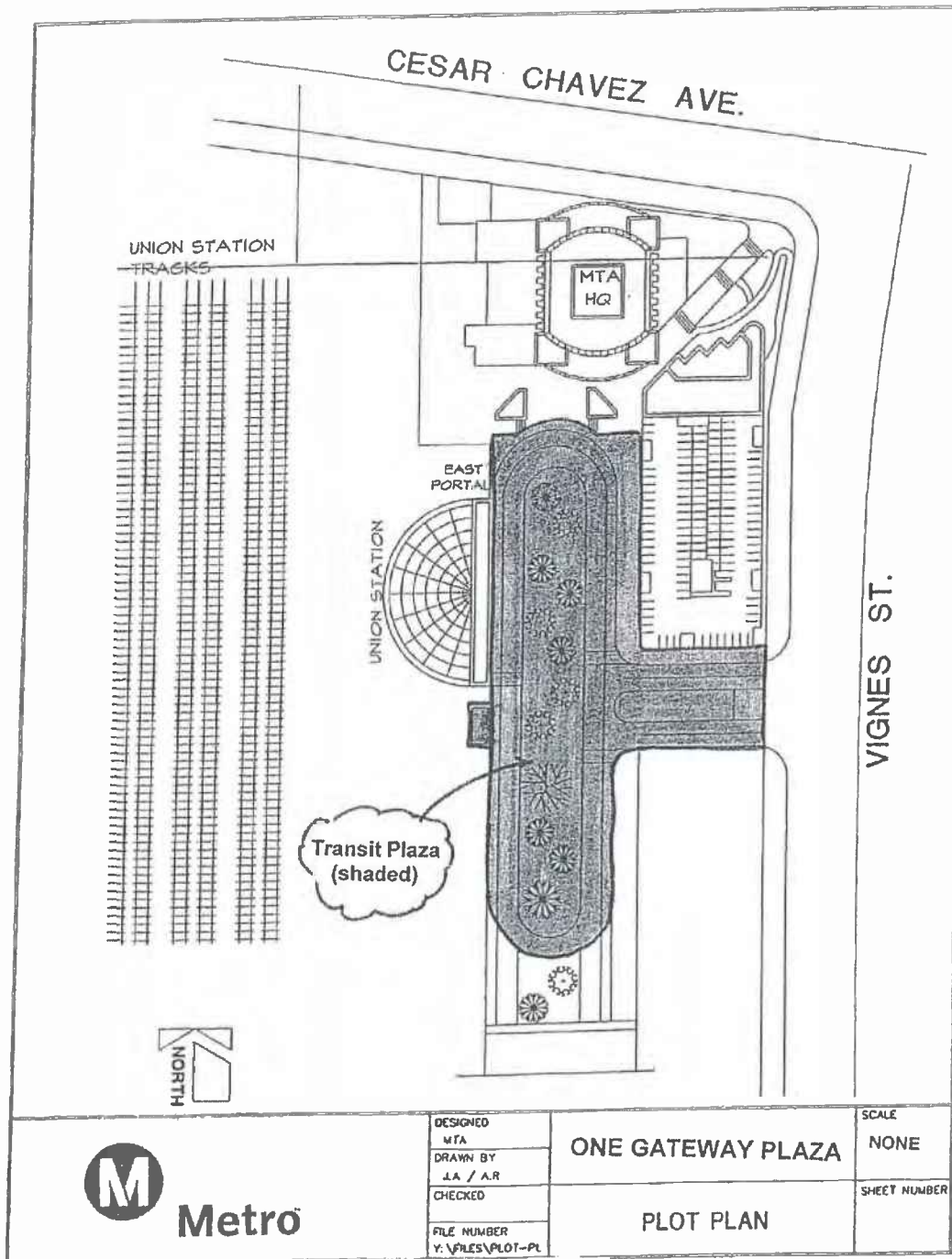
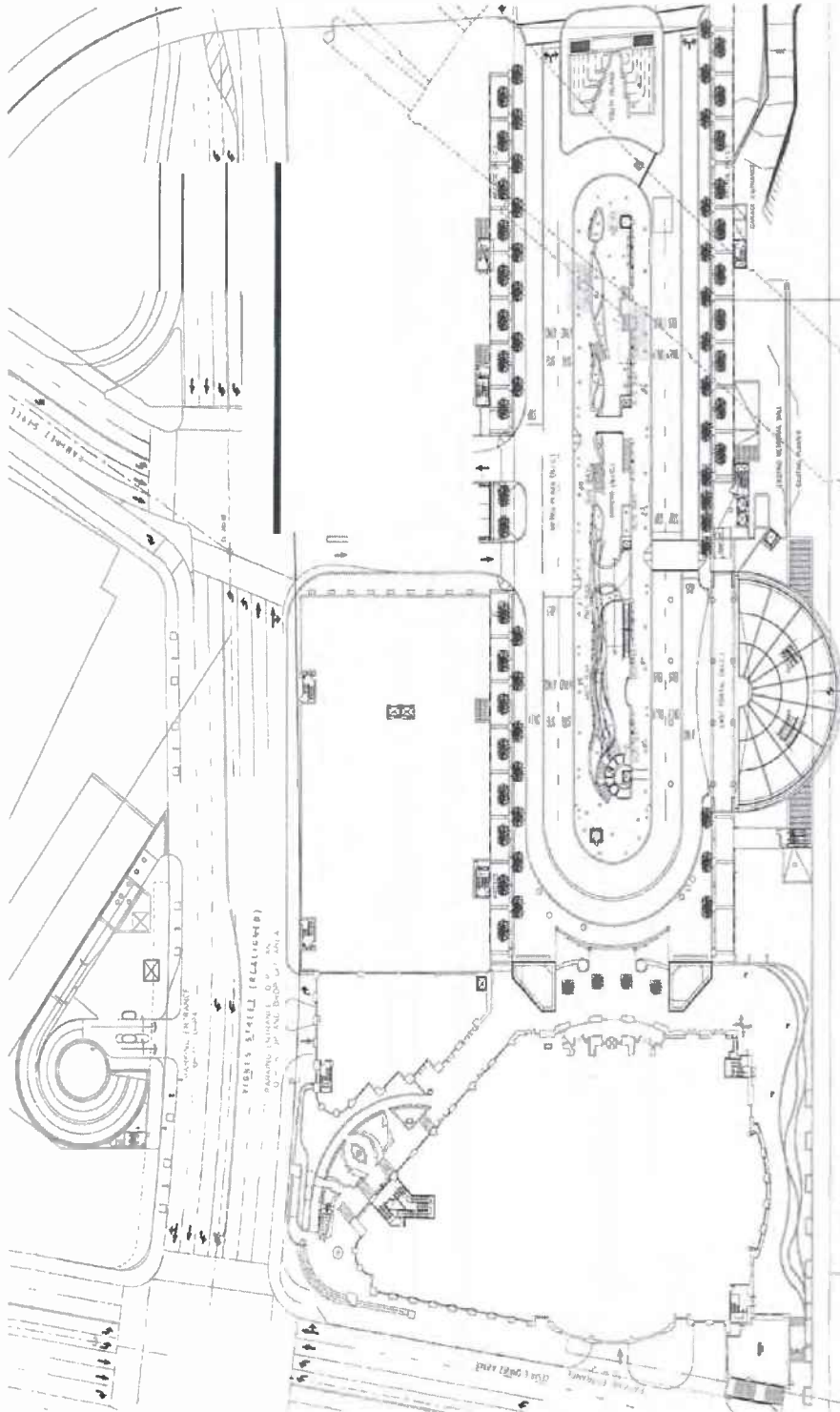
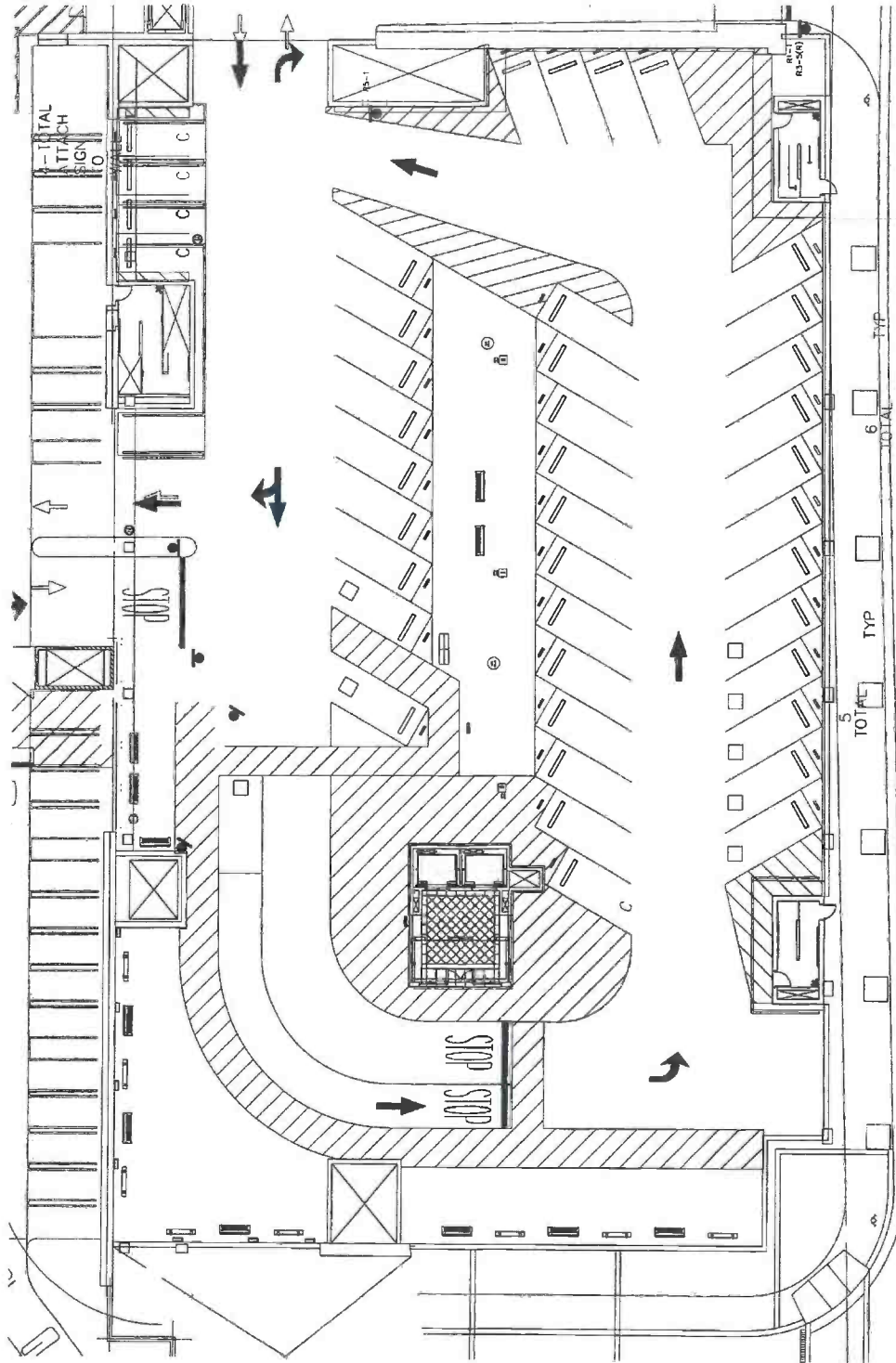


Exhibit A-1

Exhibit A-2

Kiosk, Waiting Area, Berths #1 and #9 and the Kiss and Ride Area





Location/Entrance Points of the Parking Garage

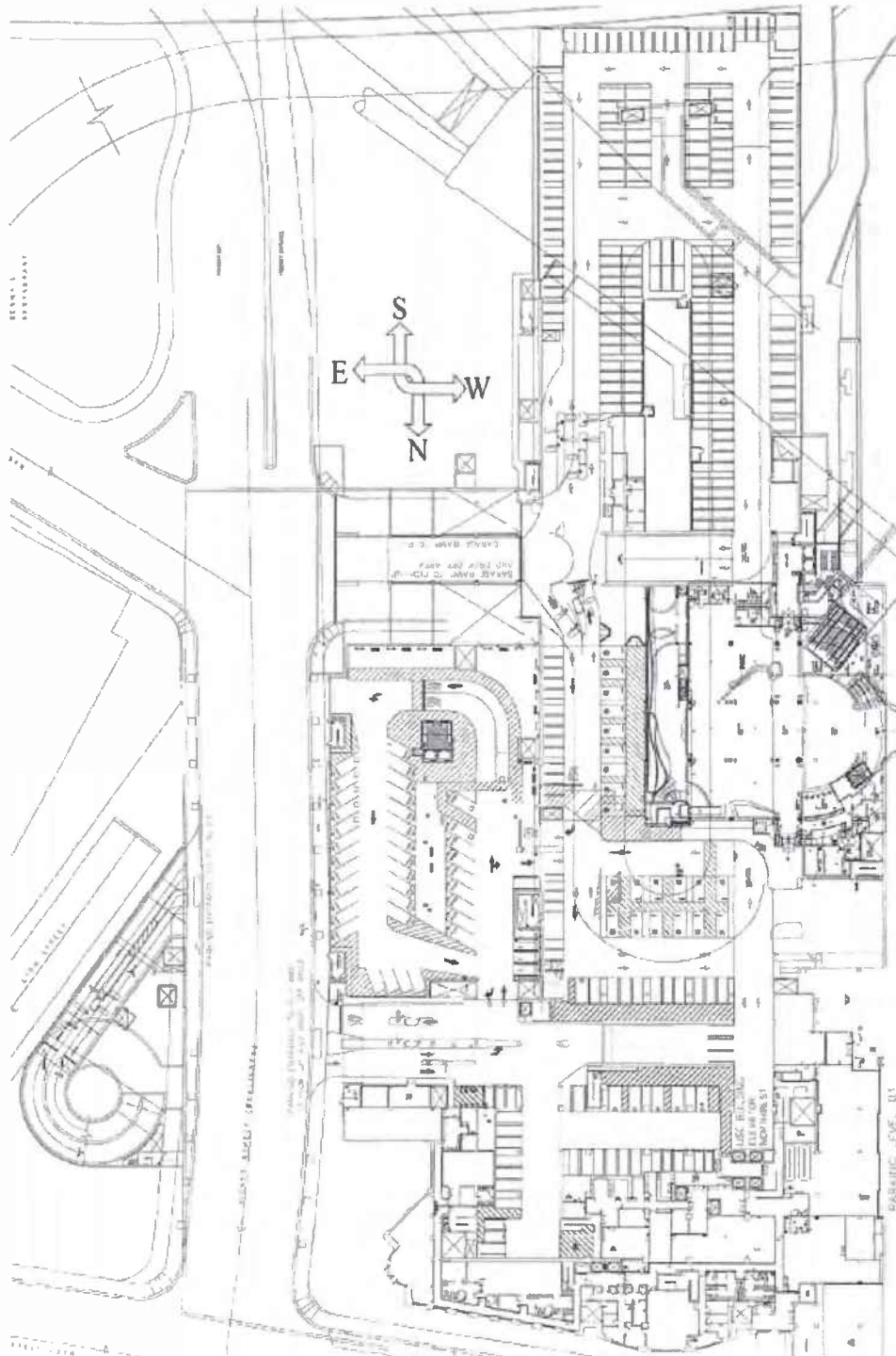


Exhibit D

INSURANCE REQUIREMENTS

LAWA shall procure and maintain, at its sole cost and expense, for the duration of the Agreement, insurance against Claims and Losses for injuries to persons and damage to property within the Permitted Areas which may arise from the actions or negligence of LAWA, its Contractors and/or employees. LAWA shall also ensure that each of its Contractors procure and maintain, at their sole cost and expense, for the duration of any of their respective contracts relating to the FlyAway Service or the Permitted Areas, insurance against Claims and Losses for injuries to persons and damage to property which may arise from the actions or negligence of such Contractors, and/or their respective agents, representatives, employees, contractors and subcontractors. The insurance coverage to be provided by LAWA and its Contractors, as described above, shall meet the specifications set forth in this Exhibit D.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any licensee improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability, or, alternatively, removal of all excluded coverage for work conducted in and around rail lines or subway systems from each of the policies required hereunder.
- ☐ Contractor's Pollution Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Limits of liability shall be no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$10,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: \$2,000,000 per occurrence, if all exclusions to coverage for work conducted in and around rail lines or subway systems is not removed from each of the policies required hereunder. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit.
- ☐ Contractors Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and be approved by LACMTA in writing. At the option of LACMTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LACMTA, its affiliates, employees, officers, partners, directors, commissioners, agents, board members, successors and assigns; or LAWA or the Contractor (as applicable) shall procure a bond guaranteeing payment of losses, and related investigations, claims administration and defense expenses.

Other Insurance Provisions

1. The general liability policies are to contain, or be endorsed to contain, coverage for (a) blanket contractual liability; (b) premises; (c) bodily injury, including death; (d) property damage; (e) personal injury; and (f) products, product liability, and completed operations.
2. The automobile liability policies are to contain, or be endorsed to contain, coverage for liability (including bodily injury and property damage) arising out of ownership, maintenance, or use of automobiles owned, leased, hired or borrowed by LAWA and/or its Contractors
3. None of the coverage required herein shall contain any special limitations on the scope of protection afforded to LACMTA, its affiliates, employees, officers, partners,

directors, commissioners, agents, board members, successors and assigns.

4. Except for the required workers' compensation coverage, the insurance coverage required herein shall be primary insurance as respects LACMTA, its affiliates, employees, officers, partners, directors, commissioners, agents, board members, successors and assigns.
5. Except for LACMTA's workers' compensation coverage, any insurance or self-insurance maintained by LACMTA, its affiliates, employees, officers, partners, directors, commissioners, agents, board members, successors and assigns shall be excess of the insurance coverage required herein and shall not contribute with it.
6. Any failure to comply with reporting or other provisions of the policies required hereunder including breaches of warranties shall not affect coverage provided to LACMTA, its affiliates, employees, officers, partners, directors, commissioners, agents, board members, successors and assigns.
7. The insurance coverage required herein shall apply separately to each insured and additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
8. Each insurance policy required herein shall be endorsed to state that such insurance shall not be suspended, voided, canceled, or reduced in coverage or in limits, until thirty (30) days after LACMTA has been given written notice of the same by certified mail, return receipt requested.
9. All general liability and automobile liability insurance policies shall include LACMTA, its affiliates, employees, officers, partners, directors, commissioners, agents, board members, successors and assigns as additional insureds. All workers' compensation and employer's liability insurance policies shall include a waiver of subrogation against LACMTA, its affiliates, employees, officers, partners, directors, commissioners, agents, board members, successors, assigns and insurers.
10. Course of construction policies shall contain the following provisions:
 - A. LACMTA shall be named as loss payee.
 - B. The insurer shall waive all rights subrogation against LACMTA.

Acceptability of Insurers

All insurance required hereunder shall be written by companies licensed to do business in California and admitted as carriers in California. Such insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII at the time such insurance is put into place or is renewed, unless otherwise approved in writing by LACMTA.

Verification of Coverage

LAWA shall furnish LACMTA with original endorsements and certificates of insurance evidencing the insurance coverage required to be maintained by LAW A. At the request of LACMTA, LAW A shall furnish LACMTA with original endorsements and certificates of insurance evidencing the insurance coverage required to be maintained by LAW A's Contractors. All endorsements and certificates required hereunder must be signed by a person authorized by the insurer to bind coverage on its behalf, and must be kept current and up to date. All such endorsements and certificates must be received and approved by the LACMTA prior to LAW A's or any of its Contractors' entry onto the Permitted Areas, or exercise of any of their respective rights under the Agreement.

Payment of Premiums

LAW A and its Contractors (as applicable) shall pay, when due, all premiums and assessments on all required insurance coverage hereunder.

Audit

Compliance with the insurance requirements set forth herein by LAW A and its Contractors shall be subject to audit review by LACMTA.

Notification of Incidents

Within three (3) business days after LAW A obtains knowledge of the occurrence of any accidents or incidents which could give rise to a claim under any of the insurance policies required hereunder, LAW A shall notify LACMTA of such accident or incident.

Modification of Insurance Requirements

LAW A acknowledge that over the term of the Agreement, the insurance market may change such that certain coverage set forth herein will no longer be available, other coverage not set forth herein will become prudent business practice, and/or the limits of liability set forth herein will no longer provide LACMTA with adequate protection. As such, LAW A hereby agrees to modify the insurance coverage hereunder at any time LACMTA reasonably deems such coverage to no longer be consistent with prudent risk management practices as the same relate to the risks arising as a result of the Agreement and LAW A's uses and rights thereunder, taking into account then-existing insurance market conditions and utilizing reasonable business judgment. LAW A agrees to act reasonably with respect to any reasonable request from LACMTA to alter the insurance obligations set forth herein.

Exhibit E
FlyAway Service Schedule

LAX FlyAway - Union Station			
Schedule			
(as of June 1, 2021)			
Depart Union Station			
5:00	10:00	15:00	20:00
5:30	10:30	15:30	20:30
6:00	11:00	16:00	21:00
6:30	11:30	16:30	21:30
7:00	12:00	17:00	22:00
7:30	12:30	17:30	22:30
8:00	13:00	18:00	23:00
8:30	13:30	18:30	23:30
9:00	14:00	19:00	
9:30	14:30	19:30	
Depart LAX			
5:40	10:40	15:40	20:40
6:10	11:10	16:10	21:10
6:40	11:40	16:40	21:40
7:10	12:10	17:10	22:10
7:40	12:40	17:40	22:40
8:10	13:10	18:10	23:10
8:40	13:40	18:40	23:40
9:10	14:10	19:10	
9:40	14:40	19:40	
10:10	15:10	20:10	

Exhibit F
Kiosk Maintenance, Repair, Cleaning and Janitorial
Scope of Services

A. Cleaning and Janitorial Services:

1. Daily Services (to be performed seven (7) days per week, including holidays, between 9pm and 3am):
 - (a) Sweep the floor
 - (b) Empty the trash
 - (c) Clean and polish the shelf affixed to the exterior on the south-facing side
 - (d) Dust all interior areas, furniture and fixtures (with a treated cloth)
2. Weekly Services (to be performed on Saturdays, including on holidays, between 9pm and 3am):
 - (a) Mop the floor
 - (b) Clean the windows (inside and out)
 - (c) Spot clean the exterior
 - (d) Remove gum and other adhesive material from the exterior
 - (e) Spot clean all furniture as is necessary
 - (f) Damp wipe with disinfectant-treated cloth all telephones, including dials
 - (g) Spot clean all doors, door frames, wall equipment and light switches
3. Monthly Services (to be performed on Saturdays, between 9pm and 3am):
 - (a) Vacuum all ceiling and wall air supply and exhaust diffusers or grilles
 - (b) Wash doors and frames (interior)
4. Quarterly Services (to be performed on Saturdays, between 9pm and 3am)
 - (a) Clean all horizontal and vertical surfaces not reached in daily and weekly cleaning, including light fixtures lenses and lamps
 - (b) Damp wash diffusers, vents, grilles and other such items, including surrounding wall or ceiling areas that are soiled
 - (c) Clean exterior
5. Annual Services (to be performed on Saturdays, between 9pm and 3am):
 - (a) Clean any discoloration of ceilings caused by improper maintenance of HVAC. (Ordinary wear and tear and aging accepted.)

A. Maintenance and Repair Services:

1. Maintenance and Repair Services are to be performed in a timely manner, as needed.

Exhibit G
LACMTA Safety Rules and Procedures:
General Rules, Safety in Yards and Terminals

Exhibit G
Excerpt from LACMTA Safety Rules and Procedures:
General Rules, Section 1.23, Safety in Yards and Terminals

1.23 Safety in Yards and Terminals

Operators must be alert and take the necessary precautions to ensure their personal safety and the safety of others while on Metro property. An approved reflective safety vest must be worn at all times when walking in the division yard or any terminal. The safety vest may not be worn while operating any Metro bus. (See SOP 1.106 & 3.116)

Exhibit H

LACMTA Safety Rules and Procedures:

General Procedures, Personal Safety in Yards, Terminals, and Other Facilities

Excerpt from LACMTA Safety Rules and Procedures: General Procedures, Section 1.106, Personal Safety in Yards, Terminals, and Other Facilities

1.106 Personal Safety in Yards, Terminals, and Other Facilities

To avoid pedestrian accidents in division yards, terminals and other facilities, adhere to the following yard safety instructions:

When Driving:

- Enter and exit yards, terminals, or other facilities only at the appropriately marked entrances and exits.
- Make a complete stop at all stop signs, stop lines and crosswalks if they are occupied
- Adhere to the 8 MPH maximum speed limit, or the posted speed limit, (slower speeds may be warranted due to inclement weather or yard conditions)
- Use headlights between sunset and sunrise or when visibility is poor
- Drive cautiously and watch for moving vehicles and/or pedestrians

When Parking:

- Park vehicles within the marked lanes
- Keep crosswalks clear
- Watch for persons walking in the yard or facility
- Park only in authorized locations

When Walking:

- Wear a reflective safety vest at all times in the yard or terminal (not while operating a vehicle)
- Walk cautiously, never run
- Be alert for moving vehicles
- Cross yard or terminal only in designated pedestrian crosswalks when possible, if necessary to walk between parked vehicles or when alighting from a vehicle, be cautious and look in both directions before stepping out
- Stay out of open traffic lanes when walking through parking areas (See Rule 4.23, 6.13 & SOP 3.116)

EXHIBIT I

Service Level and Performance Standards

EXHIBIT I

Service Level and Performance Standards

The key performance indicators (KPIs) listed below are including, but not limited to the KPIs that will be discussed as part of the service level agreement to be included in the Business Operations Plan.

- a) Ridership:
 - i) Ridership by stop/route/schedule
 - ii) Ridership by type. (Including: One time, Repeat ridership, Family, Group, or LAWA Employee.)
- b) Demand:
 - i) Load factor
 - ii) Listing of the top origin/destination, location pairs (on-demand service)
- c) Reliability:
 - i) Service delays
 - ii) Late trips
 - iii) Missed trips
 - iv) Travel/Trip Times
 - v) Stop timestamps (arrival/departure)
- d) Safety:
 - i) # accidents
 - ii) # incidents
- e) Cost:
 - i) Net pax cost / cost per passenger
 - ii) Cost per revenue mile
- f) Revenues:
 - i) Customer revenue distribution (fare type, product, geography)
- g) Bookings:
 - i) % sales pre-booked online
 - ii) % sales on app (if applicable)
 - iii) % of sales via TAP
 - iv) Time of booking to service usage
 - v) Trip cancellation rates (for reservations on any service, or bookings on on-demand service)
 - vi) % sales through 3rd parties (airlines, hotels, online travel agency (OTAs)) and partnership agreements (if applicable)
- h) Customer Experience:
 - i) Customer complaints
 - (a) Note ADA specific customer complaints must be annotated.
 - ii) Net promoter score (customer satisfaction)
- i) Operations:
 - i) Revenue miles
 - ii) Non-revenue (deadhead miles)
 - iii) Road calls per/100k miles
- j) Sustainability:
 - i) Reduced vehicle miles traveled (VMT) for employees
 - ii) Reduction in auto trips
 - iii) GHG emissions reduction

EXHIBIT J

LAWA Information Security Requirements

LAWA Information Security Requirements

The term 'Information Systems Security' referenced in this section refers to an application or operating systems software and hardware used to host any component of the proposed solution. Internet access provided by Selected Contractor can terminate at LAWA network perimeter. LAWA will provide transit connection between Selected Contractors Internet Service Provider (ISP) to internally managed systems. The Selected Contractor shall incorporate security best practices and meet a standard of due care to support the security policy of Los Angeles World Airports and shall abide by the following requirements:

A. Security Controls

Selected Contractor shall be responsible for configuring security controls to provide individual accountability, audit ability, and separation of duties. Security controls must be consistent with industry best practices, including but not limited to the following:

- Authentication requirements for access to sensitive data and privileged functions.
- Ensure the latest operating system patches have been applied to all components.
- Ensure the latest security-related patches have been applied to all components.
- Run only services required to meet desired functionality (disable unused services).
- Identify and enable required TCP/UDP ports and disable other TCP/UDP ports when applicable.
- Log all security related events including unauthorized attempts to access privileged services.
- For data encryption. Symmetric cryptosystem key lengths must be at least 128 bits. Asymmetric crypto-system keys must be of a length that yields equivalent strength.

B. Security Design & Review

- Selected Contractor shall submit a network diagram for approval by LAWA IT Security.
- Selected Contractor shall submit an application flow diagram for approval by LAWA IT Security.
- Selected Contractor shall be required to show that the network and/or application flow design conforms to security best practices.

C. Documentation

Selected Contractor shall provide a security plan that includes, but is not limited to:

- An overview of the information system security posture.
- Technical details regarding information system implementation strategy, documentation or guidelines that vendor follows to implement and deliver the information system.
- Technical details regarding security strategy - patches applied, operating system hardening steps, services enabled/disabled, TCP/UDP ports opened/closed, authentication requirements, etc.
- Any deviations from the security best practices shall be documented by the Selected Contractor and must be approved by LAWA IT Security.

D. Security Assessment

Selected Contractor shall conduct a security risk assessment (ISO/IEC 27001 and 27005) prior to deployment to ensure appropriate security controls have been designed and implemented. LAWA IT Security, or a third party representing LAWA, shall conduct a security risk assessment prior to final user acceptance, and semi-annually.

E. Security Issue(s) Remediation

Provision for remediation of security issues as requested by LAWA:

- The Selected Contractor must immediately remediate vulnerabilities and high-priority security issues identified during a security review or assessment.
- The Selected Contractor shall be responsible to remediate high and medium risk level issues within a reasonable timeframe. If the remediation affects the functionality of the system, LAWA IT Security may grant an exception depending on the risk level or use other external security methods to mitigate the risk.

LAWA IT SECURITY REQUIREMENTS 2022 v1

Additional security assessment may be performed after remediation for verification purposes at the discretion of LAWA IT Security.

F. Cloud Security – Software as a Service (SaaS)

SaaS provides LAWA client the capability to use the provider's applications running on a cloud infrastructure. LAWA does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage with the possible exception of limited user-specific application configuration settings.

Requirements for Cloud Provider:

- Must be SSAE 16 SOC1/SOC2 or ISO 27001/27002 compliant on all hosting facilities; and provide compliance audit report semi-annually.
 - Ability to provide regulations & compliance control solution.
 - Ability to provide identity management solution (such as active directory Integration, multi-factor authentication, cloud access security broker (CASB), and single sign-on).
 - Ability to provide data access control solution.
 - Ability to detect and block unauthorized/malicious traffic on the network (such as botnet/malware, SQL injection, cross-site scripting, denial-of-service, etc.)
 - Ability to provide data protection/encryption/segregation solution.
 - Ability to provide anti-virus and patch management solution.
 - Ability to provide key management solution
 - Ability to provide business continuity and disaster recovery solution (such as alternate site, backup/recovery procedure, recovery point objective, recovery time objective).
 - Ability to provide security incident response solution.
 - Ability to respond and provide immediate notification to LAWA on all security breaches, system failure, and network outages.
 - Ability to provide LIVE application/data security feeds to LAWA.
 - Ability to provide service level agreements on reliability, availability, performance, customer support, and penalties.
 - Ability to provide data retrieve/removal solution when contract terminates.
 - Data processed and stored must be done in the continental United States.
-
- Internet access provided by Selected Contractor can terminate at LAWA network perimeter. LAWA will provide transit connection between Selected Contractors Internet Service Provider (ISP) to internally managed systems.

G. Vendor Hosted Systems Service Provider

Vendor Hosted system services are those services where LAWA does not manage or control daily operations, application or system services, infrastructure, network, servers, operating systems, or storage.

Requirements for Vendor Hosted system services:

- Must follow industry best practice security standards when providing Industrial Control Systems.
- Must ensure PCI DSS compliance when dealing with payment cards and PII.
- Ability to provide regulations & compliance control solution.
- Ability to provide identity management solution (such as active directory Integration, Multi-Factor Authentication, single sign-on).
- Ability to provide data access control solution.
- Ability to detect and block unauthorized/malicious traffic on the network (such as botnet/malware, SQL injection, cross-site scripting, denial-of-service, etc.)
- Ability to provide data protection/encryption/segregation solution.
- Ability to provide anti-virus and patch management solution.

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- Ability to provide key management solution
- Ability to provide business continuity and disaster recovery solution (such as alternate site, backup/recovery procedure, recovery point objective, recovery time objective).
- Ability to provide security incident response solution.
- Ability to response and provide immediate notification to LAWA on all security breaches, system failure, and network outages.
- Ability to provide LIVE application/data security feeds to LAWA.
- Ability to provide service level agreements on reliability, availability, performance, customer support, and penalties.
- Ability to provide data retrieve/removal solution when contract terminates.
- Data processed and stored must be done in the continental United States.
- Internet access provided by selected contractor can terminate at LAWA network perimeter. LAWA will provide transit connection between selected contractors Internet Service Provider (ISP) to internally managed systems.

EXHIBIT K

Licensed Materials



bus.com

Maxie Lafleur, CPA, CA
Chief Executive Officer
C: 1-438-354-5676
E: maxie@bus.com

**Logistics Solutions for
LAX FlyAway®**

Bus.com solutions

- Bus.com IP in initial scope
- Bus.com IP not in initial scope

Customer Centric Technology

- Network Diagram
- Customer Centric Technology Overview (Included in a seperate document)
- Transloc IP
- Transloc Security Summary
- Masabi/Tixora IP
- Masabi/Tixora Security Summary
- Bus Security Summary

Exhibit K -- Licensed Materials

Bus.com Solutions -- IP In Scope

Bus.com IP in initial Scope

Bus.com solutions

- Bus driver training programs & materials
- Bus operating & safety training programs & materials
- Customer service Standard Operating Procedures
- Customer insights report templates
- Bus.com TM & bus.com domain
- Template marketing material
- Existing marketing content and materials

Bus.com Solutions -- IP not in initial scope

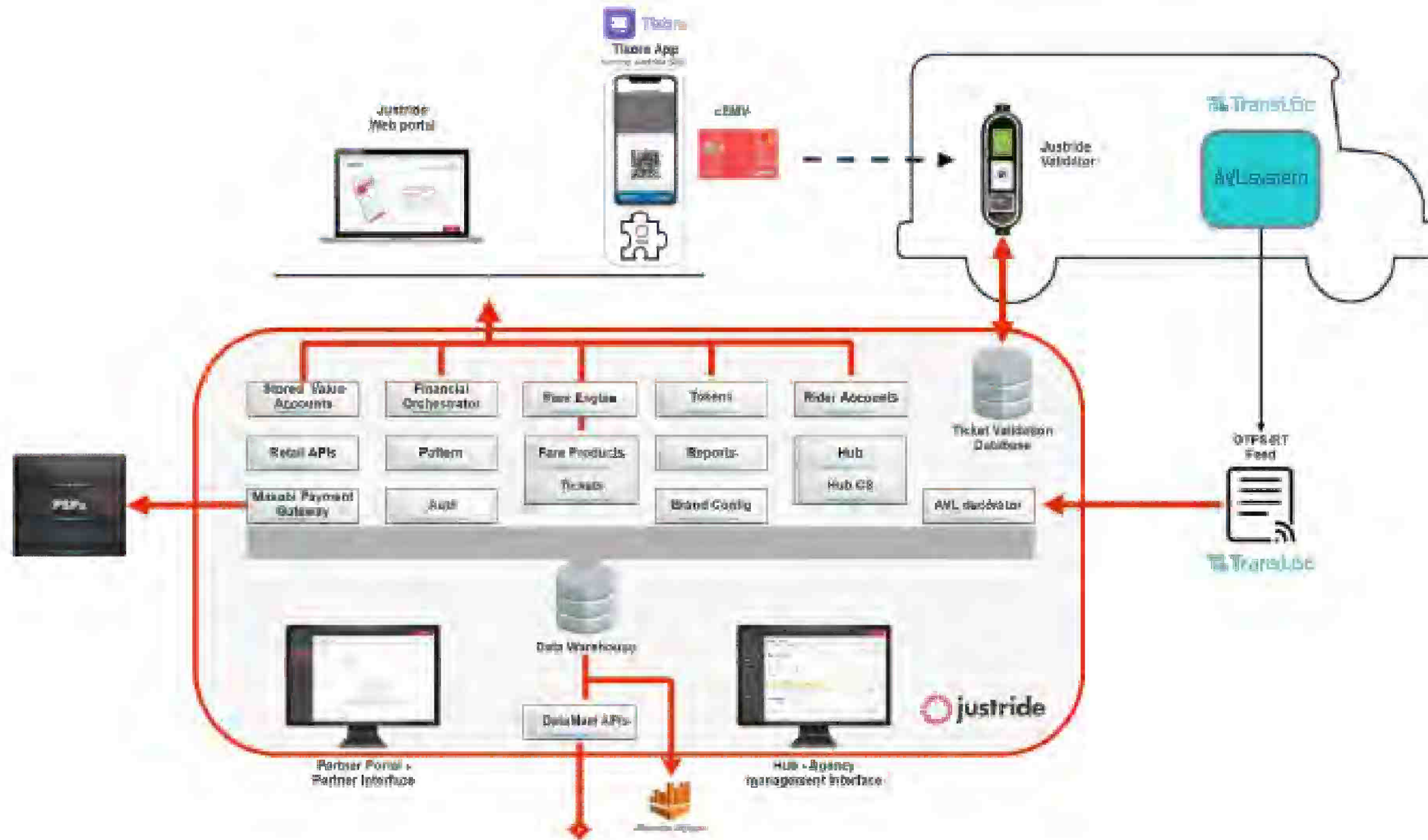
Bus.com IP in initial Scope

Bus.com solutions

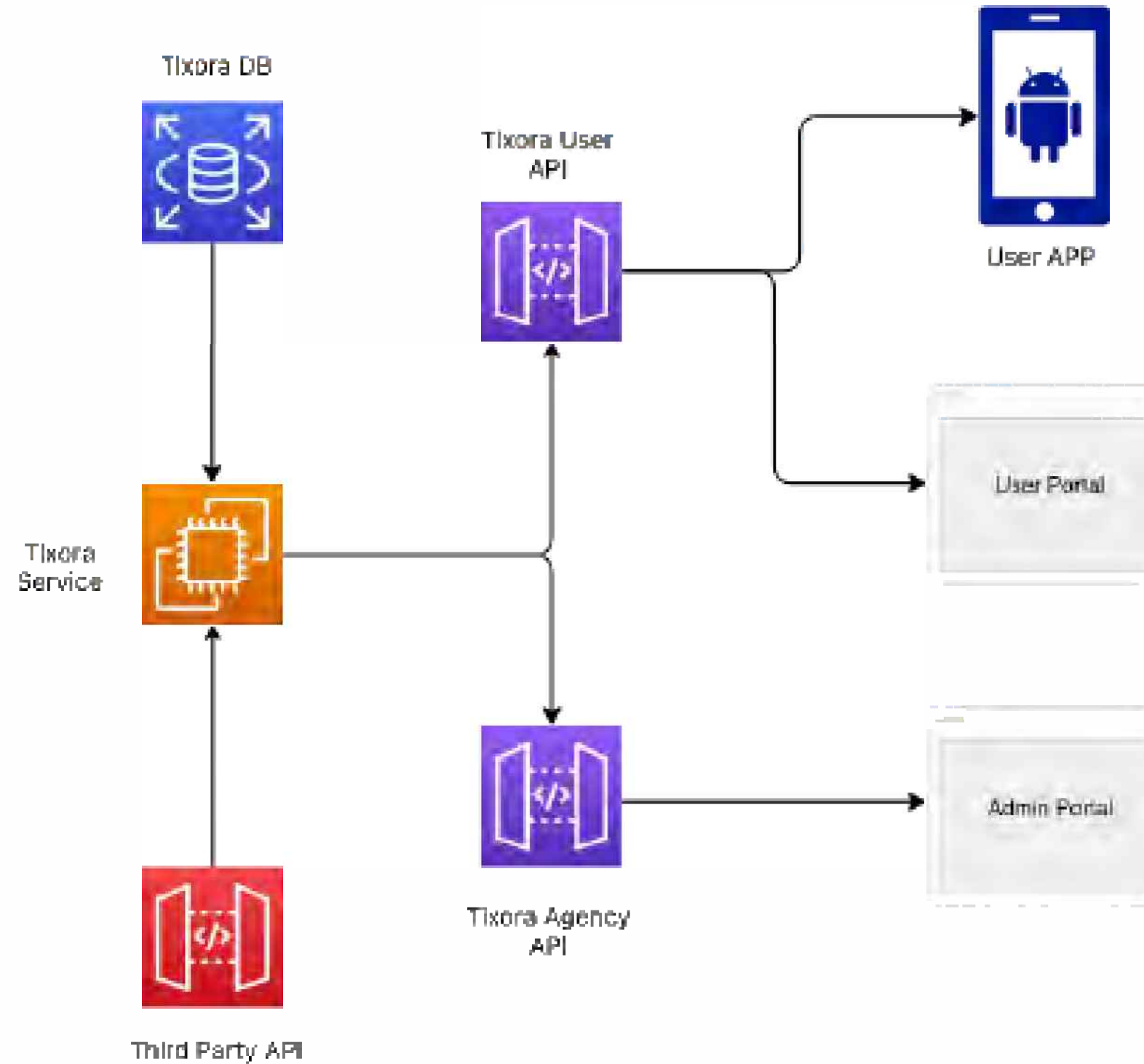
- Bus driver training programs & materials
- Bus operating & safety training programs & materials
- Customer service SOPs
- Customer insights report templates
- Bus.com TM & bus.com domain [should we list all the domains?]
- Template marketing material [lets discuss]
- Existing marketing content and materials [lets discuss]
- All dynamic pricing algorithms
- Dispatch, planning and scheduling technology that support vehicle capability
 - All technology developped to make bus operations more efficient
- Charter bus booking technology

Network Diagram

FlyAway Network Diagram



Tixora App (continued) Network Diagram



Transloc IP

Transloc IP

Fixed Route

Service:

The Widgetized Dispatch screen was created because RideSystems had an increasing number of requests for specialized dispatching features and layout requests. In an attempt to be able to accommodate “Perceived Customization”, where the agency can configure the look and feel of the dispatcher, we developed the concept of the “Widgetized Dispatch” screen.

Within React, several widgets were created based on customer feedback. This includes the ability to dispatch a vehicle to a route, the ability to dispatch a vehicle to a trip/block, the ability to view a live map of where the vehicles are at, etc. Each user is able to choose what widgets to show on their screen. We were planning to limit the features available for selection based on feature flags set on the customer’s admin site.

We split the screen up into three distinct columns. The user can configure the dispatch screen to have any combination of 1, 2, or 3 columns. This will affect the size and location of the widgets added to the screen.

Widgets can be reorganized and moved on the screen at any time. Widgets can have individual configurations so the user can set them up exactly as they need them to work. This information is stored within the local users browser cache, using HTML5. If a user changes machines, or enters private mode, they will need to reconfigure the dispatch screen. There was a roadmap item to save this information on the server so that if a user logs into another machine the dispatch layout will follow them

Transloc IP

Widgets

Stops Widget: The stops widget is a means for users to track vehicle servicing select stops. These could be stops for select routes, blocks, or points of interest such as transit centers. This information helps inform users on capacity loads and vehicle on time status to monitor and manage the fixed route service for the day.

Vehicles Widget: The vehicles widget enables users to track and monitor select vehicles for ETAs, on time performance and vehicle capacity quickly.

Assignment Widgets: Allows the users to assign and reassign buses to blocks, trips, or routes as needed for their system use.

Messages Widget: Optimal for those who need to quickly communicate regarding the service, the message widget will enable users to create and edit messaging for end users directly from the Dispatch Panel.

URLs Widget: For users who need to engage with web based tools outside of the Computer Aided Dispatch (CAD) system, this widget allows for pre-approved web URLs to be accessed directly within the Dispatch Panel

Dispatch Alerts Widget: CAD system users want to be aware of incidents when things are not running optimally or they need to address a situation. This widget allows users to set up alerts relevant to them that they will be notified of when triggered on the Dispatch Panel. Users can also set up notifications to go to their email address.

AVL Tracking

- Events, Door Trigger, GeoFence, Speeding, Ignition Events

DPC

- Driver Assisted Passenger Counting Module

APCs

- Automatic Passenger Counting Module
- Passenger Validation

Transloc IP

On Demand

Mobile

- Designs of the app
 - UI/UX
 - Flows
- Logos
 - Pertaining to TL
- The features and combination of features that derive our mobile application and the service provided
 - Definitions of variables and logic that the features/services operate on

Reporting

- Definitions of variables/dimensions that derive reporting
 - Example: Status definitions
 - Paused, active, ended
- The combination of those metrics/dimensions that make up the queries and logic that derive the offered reports
 - The styles and designs of the reports themselves

Masabi / Tixora IP

Masabi / Tixora IP

Masabi has included existing IP that is tied to the Scope of Work below for LAWA's deployment:

Justride Fare Payment Platform

- Pre-Purchase Ticketing
- Account-Based Ticketing
- Contactless EMV
- Visual Validation
- Justride 'Hub' Back Office

Justride Web Portal

Justride Vendor Portal

Justride APIs

- Retail Network Integration
- Data Extraction
- GTFS Realtime

Justride Retail SDK

- Tixora Integration
- MaaS Ecosystem partners

Justride Validator (JRV)

Tixora Components

- OneTap mobile application
- OneTap back-end dashboard (web) including: Analytics, notifications, announcements, reservations

Transloc Security Summary

Transloc Security Summary (in BAFO)

TransLoc has reviewed Exhibit H information security requirements and we have listed our compliance with the individual aspects below. The TransLoc Fixed Route solution is hosted in a private cloud which is managed by a 3rd party external to TransLoc.

Infrastructure is hosted with a 3rd party who is SOC II Certified and they manage access, patching, server hardening, logging, and encryption. We work with them to meet or exceed industry standards.

We have the ability to obtain a network diagram from Flexential, our hosting service provider which we can share at contract signature if needed. The TransLoc system architecture diagram is included below.

We can work with Flexential, our hosting service provider, to provide a documented security plan at contract signing.

TransLoc has not conducted an ISO 27001/27005 assessment; however, Flexential, our hosting service provider, has passed a SOC II Type 2 audit.

We work with Flexential to remediate any of these issues in a timely manner.

TransLoc has not been subjected to an ISO 27001 or SOC2 audit; however, the entire infrastructure is managed by Flexential and they have passed a SOC audit.

Flexential, our hosting service provider, manages the environment.

Masabi / Tixora Security Summary

Masabi / Tixora IP Security Summary

Masabi understands that LAWA would maintain standard desktop policies, which is not unique to agencies that Masabi works with. At the time of deployment, Masabi Services team would work with LAWA to ensure that these types of policies are supported.

The documents below in bold have been reviewed, and corresponding notes have been made.

1) LAWA IT Policy: LAWA IT Security Requirements 2022 v1

- Hosting section F. only relevant to Masabi.
- Cloud provider requirement - Masabi adheres to many of the requirements as part of PCI compliance, and Justride is hosted on AWS.
- ISO 27001 and 27005 security risk assessment: Justride is fully PCI compliant and undergoes regular assessments as part of meeting this compliance. Masabi feels that PCI compliance is more than sufficient and is not compliant to ISO 27001 and 27005.

2) LAWA IT Policy: LAWA Internet & Email Acceptable Use Policy

- As Justride is a SaaS hosted platform, this policy will not be applicable.

3) LAWA IT Policy: LAWA Desktop Security Policy

- As Justride is a SaaS hosted platform, this policy will not be applicable.

Masabi / Tixora IP Security Summary, cont.

- As Justride is a fully managed platform, Masabi will not be expected to log into systems in LAWA systems.
- Masabi follows much of the best practices listed in this document regardless.

4) LAWA IT Policy: Enterprise Change Management Policy

- As Justride is a SaaS hosted platform, Masabi maintains its own change request policy.
- Software is delivered into the Justride platform using CI/CD processes so there will be small incremental changes to SW (fixes, updates security etc).
- LAWA's dedicated Masabi Account Managers would work with LAWA to agree to any major changes.

5) LAWA IT Policy: LAWA Audit Vulnerability Scan Policy

- As Justride is a SaaS hosted platform this is performed by Masabi as part of Masabi's ongoing PCI compliance.

6) LAWA IT Policy: LAWA Computer Acceptable US Policy

- As Justride is a SaaS hosted platform, this policy will not be applicable.

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Masabi / Tixora IP Security Summary (from BAFO)

Masabi's Justride platform is deployed in AWS, of which the transit agency is a tenant in that environment. Masabi's entire solution (including the app, interfaces, business operations, hardware, applications, physical security and) is and will remain compliant with Payment Card Industry Data Security Standards (PCI-DSS).

The Justride platform is fully PCI DSS level 3.2.1 certified for unlimited transaction volumes, formally audited with manual penetration tests on an annual basis and assessed by Masabi's QSA on a monthly basis.

Masabi are a Level 1 Service Provider, that requires Masabi to conform to the following;

- Annual Compliance Report (ROC) prepared by a Qualified Security Auditor (QSA)
- Network scans performed quarterly by the Approved Scanning Provider (ASV).
- Penetration test performed annually
- Quarterly local network vulnerability scans
- Declaration of Conformity (AOC) Form

As part of ongoing performance monitoring, Masabi upgrades the Justride cloud servers as required to maintain optimal performance for riders, and pro-actively upgrades system topography based on the latest PCI guidelines. Masabi's software is kept up-to-date to avoid security vulnerabilities. Masabi manages the Justride platform on behalf of the transit agency.

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Tixora response to Exhibit H in the RFP:

Section A: Tixora fully complies with all requirements in Section A.

Section B: Tixora does not usually share internal network diagrams but may share certain requested components to maintain integrity of our secure systems.

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Section F: Tixora is not ISO 27001/27001 compliant, but has PCI-DSS certification. Certification can be supplied upon request. Tixora does not supply live security feeds to external sources. Security and activity logs may be generated upon request.

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access to reports or summary.**

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Masabi's adherence to the strictest security rules ensures that all data will be handled with appropriate care and that Masabi's internal processes are secure.

Authentication processes

Masabi maintains Data Inventory documentation tracking at a field level what data is stored in what parts of the system. Conformance to all US and European data privacy laws have been built in from the start, and effort is made to store data in an anonymizing format wherever operationally viable.

All databases containing sensitive customer data are encrypted at rest. Data resides within Masabi's firewalled Virtual Private Cloud in Amazon AWS, with live redundant copies across multiple locations and daily offsite backups.

All connections to Justride servers - via API or through the Hub UI - are HTTPS conforming to the latest TLS 1.2 protocols, ensuring secure transit of all personal data, and authentication is managed using secure JSON Web Tokens.

The Justride Retail SDK offers a way to build a perfectly tailored iPhone and Android application experience on top of the mature, secure, and robust Justride ticketing platform.

The SDK handles all interaction back to the Justride platform and displays any mobile tickets bought by the rider. The SDK provides support for the app to build any style of purchase flow required, with the option to direct payments through the PCI-DSS certified Justride platform or handle them completely independently. Riders can log in using an OpenID Connect compatible authentication system, and the SDK gives access to the account's transaction history and (where relevant) ABT token management and history.

Issues reporting

Once operational, Masabi provides access to its Customer Support Center staffed by a team of qualified support engineers in the US and London from 8:00 am to 6:00 pm local time. Agents can call Support Operations during these

hours or directly submit support tickets. In addition, a comprehensive IT Support Operations is available to an agency 365 days, 7 days and 24 hours for operational issues.

Based on Masabi's experience in the transit industry, most agencies prefer to own the direct customer experience. This allows them to provide their customers with high-touch customer service along with a full-service approach to any customer issue, whether it's about operating schedules, agency policies, ticket rules, fare questions, TVMs, the mobile app, routes, or any other general inquiry. Masabi has also found that bifurcating customer support channels creates customer confusion about who should call and when so a single point of entry backed by Masabi's full support, training and escalation.

Masabi provides standard second-level support for an agency. This means that the agency acts as first-line support for its customers and staff, and Masabi acts as second-line support for the agency by handling its more technical or complex support issues.

24/7, 365 days Support Coverage

Internal agency teams are provided access to Zendesk, Masabi's Internal Support Management solution for agencies' support requests or new features requests.

Tickets are automatically acknowledged and assigned a tracking number which is escalated to Masabi Support Engineers and if required, Masabi Quality Assurance and Engineering. Updates to tickets are posted online and monitored following a support escalation timeline established between the agency and Masabi.

Masabi provides an Incident Management Process that offers 24/7 coverage 365 days a year. Masabi has the primary goal of triaging, investigating, developing corrective action plans and resolving Incidents following stated service level agreements (SLAs). To ensure that Incidents and support requests are handled efficiently, Masabi has a Support and Incident escalation management program which quickly addresses high-priority issues (P1-P2), while also providing more generalized support ticket response management (P3-P4 and other general inquiries).

Masabi Incident Support activities include, but are not limited to the following:

- Contacting LAWA per LAWA escalation contact protocol
- Acting as a point of escalation for Incidents or ongoing issues
- Creating an agreed-upon process for updates and notifications during the Incident Timeframe and overseeing the development of the official closing Incident Management Report
- Contacting LAWA IT for requests to implement a system outage necessary to enact a corrective action.
- Providing detailed updates and explanations to LAWA and Account Support, as recorded within the Incident Management Suite, including the Incident Tracking and Monitoring log
- Collaborating with other second-tier engineers to formulate a resolution, temporary fix, or workaround via the raised record within Incident Management Suite
- Ensuring development-related fixes are recorded within Product Development tool (JIRA) workspace
- Collaborating with other Masabi resources to formulate comprehensive outage reports detailing the root cause, impact and mitigating actions to prevent a recurrence
- Administering faulty hardware returns
- If required, attending LAWA incident review meetings, as per LAWA requirements (at least quarterly).

Once incidents are resolved and tested, confirmation of resolution will be provided.

Masabi uses Zendesk, a Gartner top award winner, for support management. Zendesk is configured to organize and track all incoming support requests from all channels. Engineering teams and product managers also use it to help manage escalated issues effectively. Zendesk automated workflows increase support efficiencies and integrations with software development tools to extend functionality and provide a seamless workflow between each engineering department. It is also used to track customer satisfaction via surveys and feedback.

Continuity plan

The services that make up the Justride platform are hosted on third party providers. Masabi actively attempts to remove location specific requirements from the Justride product, so that all work can be completed from anywhere with internet access. No location other than those of the AWS Datacenters are required to be in any operational order in order for the Just Ride product to be active for all clients.

Summary of current strategy:

All Masabi services are deployed to multiple availability zones (AZ's). Availability Zones are designed for physical redundancy and provide resilience, enabling uninterrupted performance, even in the event of power outages, Internet downtime, floods, and other natural disasters. This means if one of the AWS 'locations' within a region were to be taken offline, Masabi services could continue to operate as normal. This holds true for server instances and database backends.

AWS builds its data centers in multiple geographic Regions as well as across multiple AZs within each Region. Each Region is isolated from the others. And AWS AZs are true AZs: completely separate buildings kilometers apart for complete redundancy.

Also automatic daily database backups of all production databases are taken, these backups are kept for 7 days. Regular snapshots are taken of all data to a separate AWS account, which has limited login access to ensure it can be recovered should the account be compromised.

If an entire AWS region was taken offline (meaning the complete loss of 3 physically separate availability zones) Masabi would bring that production stack up within the secondary AWS account using automated provisioning tools. This process would take approximately half a day to complete.

What can the current plan mitigate against:

- AZ Failure- TTR- 2-3 minutes (time take to automatically failover to standby database)
- Malicious damage to main production account TTR- 1 day
- Data loss or corruption- Daily DB backups kept for 7 days

Bus Security Summary (from BAFO)

Bus.com response to Exhibit H in the RFP:

Bus.com cloud infrastructure is deployed within Heroku, an industry leading cloud provider (owned by Salesforce, hosted on Amazon's infrastructure). However, for the scope of the current project, the Bus.com own infrastructure would not be used, meaning no part of the infrastructure, database or any other systems would be accessed or used in the context of the RFP. Everything would be hosted on the vendor's specific cloud infrastructures.

Section A: Bus.com is able to comply with the requirements.

Section B: Bus.com is able to provide network, high level application diagrams and any other relevant schematic related to the project

Section C: Bus.com does not have any formal, comprehensive documentation to share at this time but happy to work with LAWA to provide such documentation, alongside the other vendors

Section D: Bus.com has not conducted any assessments or audits against ISO 27001/27005, SOC or PCI-DSS at this time.

Section E: Bus.com has processes in place to identify, mitigate, remediate and fix vulnerabilities and other security issues. Bus.com is happy to work with LAWA in order to resolve identified issues and to fully collaborate on security assessments.

Section F: N/A since Bus.com does not provide any cloud infrastructure for the scope of the current project

Section G: N/A since Bus.com does not provide any cloud infrastructure for the scope of the current project



Thank you!

EXHIBIT L

Service Operation Schedule and Trips

EXHIBIT L

Service Operation Schedule and Trips

SERVICE OPERATIONS SCHEDULE FOR LAX FLYAWAY® SERVICE

FLYAWAY - VAN NUYS & UNION STATION

Schedule as of 11.10.21

VNY to LAX				
12:00 AM	1:00 AM	2:00 AM	3:00 AM	3:30 AM
4:00 AM	4:30 AM	5:00 AM	5:20 AM	5:40 AM
6:00 AM	6:20 AM	6:40 AM	7:00 AM	7:20 AM
7:40 AM	8:00 AM	8:20 AM	8:40 AM	9:00 AM
9:20 AM	9:40 AM	10:00 AM	10:20 AM	10:40 AM
11:00 AM	11:20 AM	11:40 AM	12:00 PM	12:20 PM
12:40 PM	1:00 PM	1:20 PM	1:40 PM	2:00 PM
2:20 PM	2:40 PM	3:00 PM	3:20 PM	3:40 PM
4:00 PM	4:20 PM	4:40 PM	5:00 PM	5:20 PM
5:40 PM	6:00 PM	6:20 PM	6:40 PM	7:00 PM
7:20 PM	7:40 PM	8:00 PM	8:20 PM	8:40 PM
9:00 PM	9:20 PM	9:40 PM	10:00 PM	10:20 PM
10:40 PM	11:00 PM	11:20 PM	11:40 PM	
LAX to VNY				
12:00 AM	12:20 AM	12:40 AM	1:00 AM	1:20 AM
2:30 AM	3:30 AM	4:30 AM	5:00 AM	5:30 AM
6:00 AM	6:20 AM	6:40 AM	7:00 AM	7:20 AM
7:40 AM	8:00 AM	8:20 AM	8:40 AM	9:00 AM
9:20 AM	9:40 AM	10:00 AM	10:20 AM	10:40 AM
11:00 AM	11:20 AM	11:40 AM	12:00 PM	12:20 PM
12:40 PM	1:00 PM	1:20 PM	1:40 PM	2:00 PM
2:20 PM	2:40 PM	3:00 PM	3:20 PM	3:40 PM
4:00 PM	4:20 PM	4:40 PM	5:00 PM	5:20 PM
5:40 PM	6:00 PM	6:20 PM	6:40 PM	7:00 PM
7:20 PM	7:40 PM	8:00 PM	8:20 PM	8:40 PM
9:00 PM	9:20 PM	9:40 PM	10:00 PM	10:20 PM
10:40 PM	11:00 PM	11:20 PM	11:40 PM	

US to LAX				
3:00 AM	4:00 AM	5:00 AM	5:30 AM	6:00 AM
6:30 AM	7:00 AM	7:30 AM	8:00 AM	8:30 AM
9:00 AM	9:30 AM	10:00 AM	10:30 AM	11:00 AM
11:30 AM	12:00 PM	12:30 PM	1:00 PM	1:30 PM
2:00 PM	2:30 PM	3:00 PM	3:30 PM	4:00 PM
4:30 PM	5:00 PM	5:30 PM	6:00 PM	6:30 PM
7:00 PM	7:30 PM	8:00 PM	8:30 PM	9:00 PM
9:30 PM	10:00 PM	10:30 PM	11:00 PM	11:30 PM
LAX to US				
5:40 AM	6:10 AM	6:40 AM	7:10 AM	7:40 AM
8:10 AM	8:40 AM	9:10 AM	9:40 AM	10:10 AM
10:40 AM	11:10 AM	11:40 AM	12:10 PM	12:40 PM
1:10 PM	1:40 PM	2:10 PM	2:40 PM	3:10 PM
3:40 PM	4:10 PM	4:40 PM	5:10 PM	5:40 PM
6:10 PM	6:40 PM	7:10 PM	7:40 PM	8:10 PM
8:40 PM	9:10 PM	9:40 PM	10:10 PM	10:40 PM
11:10 PM	11:40 PM	12:10 PM	12:40 AM	1:10 AM

EXHIBIT M

Contractor's Intellectual Property Developed under the Agreement



bus.com

Maxie Lafleur, CPA, CA
Chief Executive Officer
C: 1-438-354-5676
E: maxie@bus.com

**Logistics Solutions for
LAX FlyAway®**

Bus.com solutions

- Bus.com IP in initial scope
- Bus.com IP not in initial scope

Customer Centric Technology

- Network Diagram
- Customer Centric Technology Overview
- Transloc IP
- Transloc Security Summary
- Masabi/Tixora IP
- Masabi/Tixora Security Summary
- Bus Security Summary

Exhibit M -- Contractor's Intellectual Property Developed under the Agreement

Bus.com Solutions -- IP In Scope

Bus.com IP in initial Scope

Bus.com solutions

- Bus driver training programs & materials
- Bus operating & safety training programs & materials
- Customer service Standard Operating Procedures
- Customer insights report templates
- Bus.com TM & bus.com domain
- Template marketing material
- Existing marketing content and materials

Bus.com Solutions -- IP not in initial scope

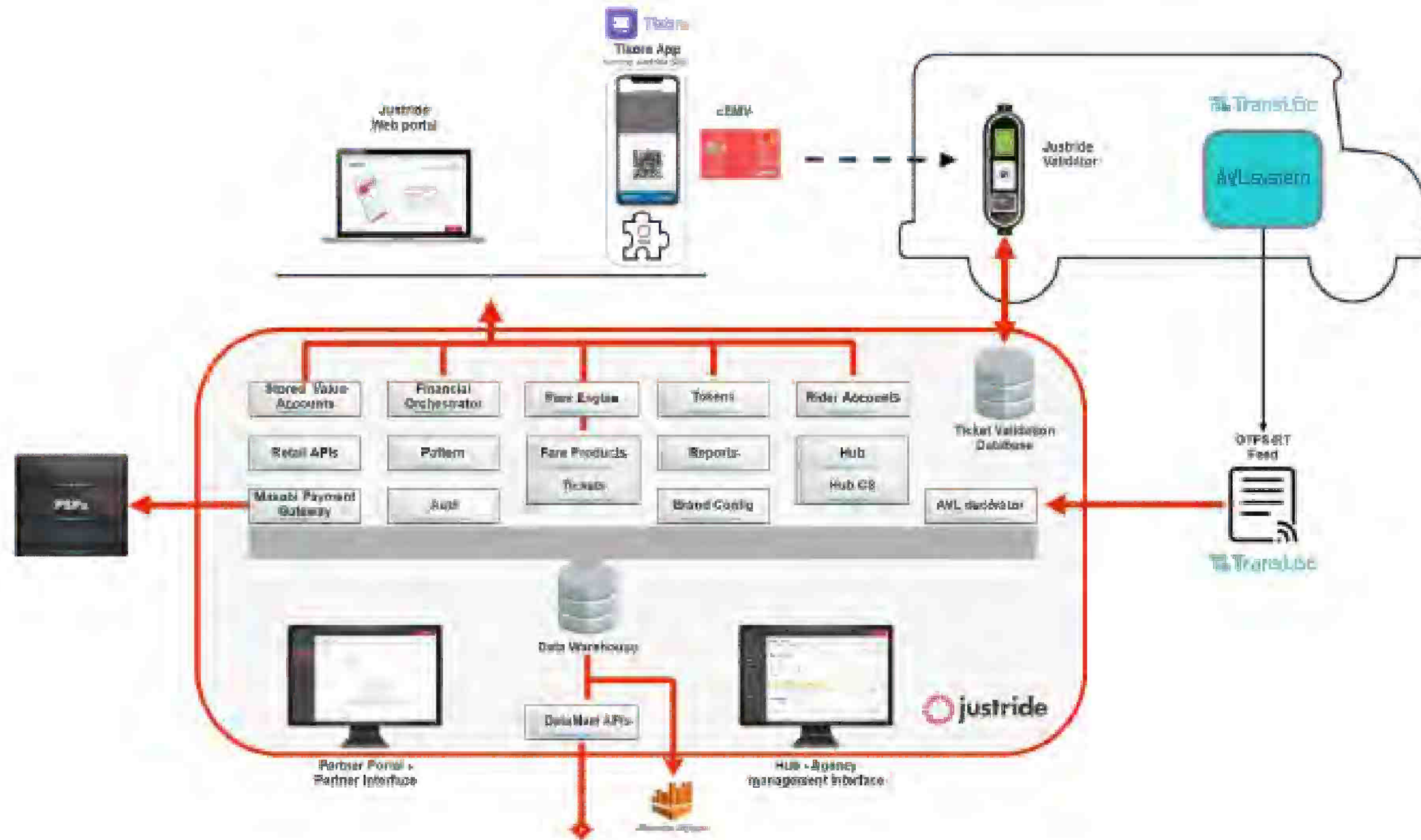
Bus.com IP in initial Scope

Bus.com solutions

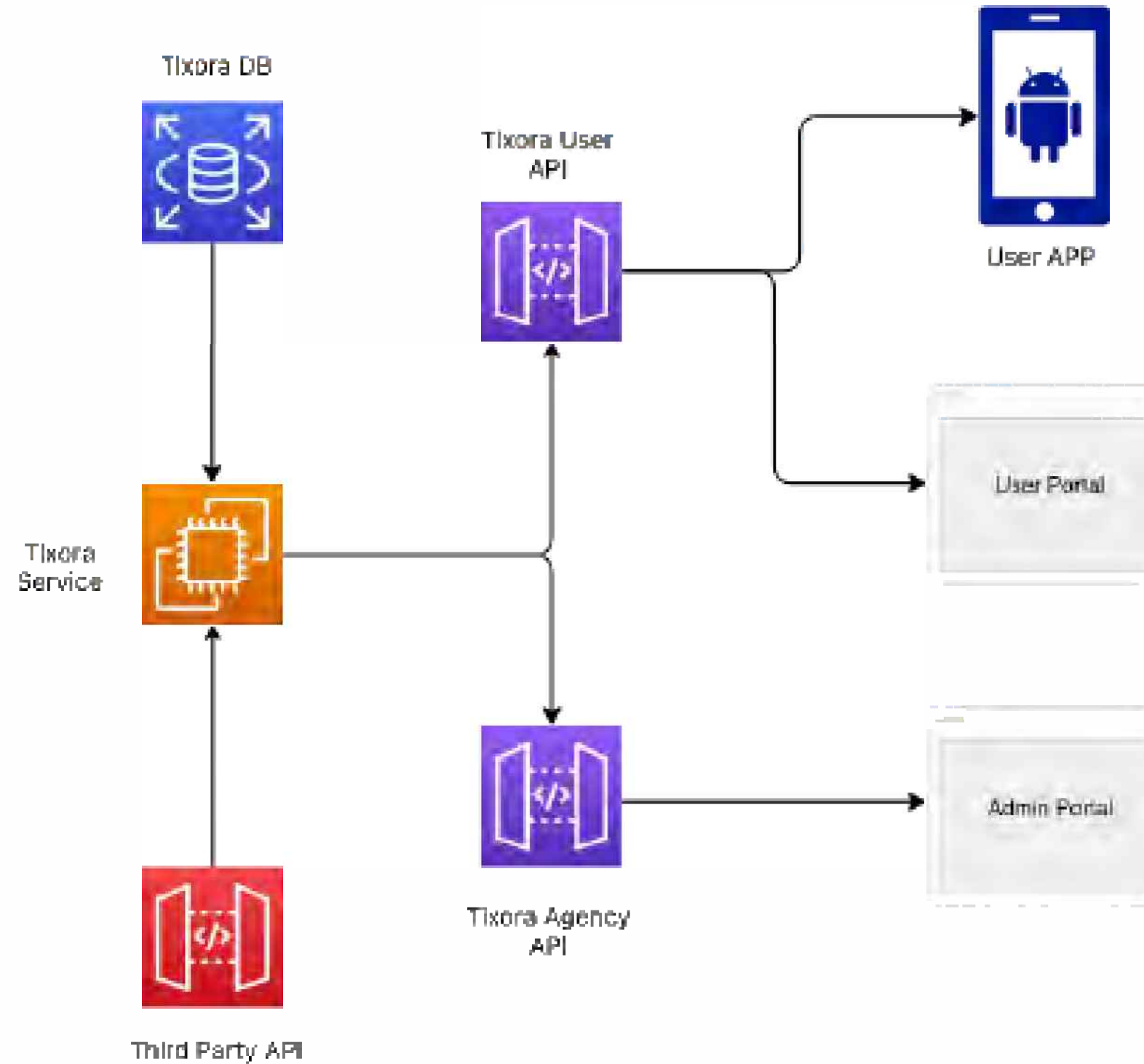
- Bus driver training programs & materials
- Bus operating & safety training programs & materials
- Customer service SOPs
- Customer insights report templates
- Bus.com TM & bus.com domain [should we list all the domains?]
- Template marketing material [lets discuss]
- Existing marketing content and materials [lets discuss]
- All dynamic pricing algorithms
- Dispatch, planning and scheduling technology that support vehicle capability
 - All technology developped to make bus operations more efficient
- Charter bus booking technology

Network Diagram

FlyAway Network Diagram



Tixora App (continued) Network Diagram



Transloc IP

Transloc IP

Fixed Route

Service:

The Widgetized Dispatch screen was created because RideSystems had an increasing number of requests for specialized dispatching features and layout requests. In an attempt to be able to accommodate “Perceived Customization”, where the agency can configure the look and feel of the dispatcher, we developed the concept of the “Widgetized Dispatch” screen.

Within React, several widgets were created based on customer feedback. This includes the ability to dispatch a vehicle to a route, the ability to dispatch a vehicle to a trip/block, the ability to view a live map of where the vehicles are at, etc. Each user is able to choose what widgets to show on their screen. We were planning to limit the features available for selection based on feature flags set on the customer’s admin site.

We split the screen up into three distinct columns. The user can configure the dispatch screen to have any combination of 1, 2, or 3 columns. This will affect the size and location of the widgets added to the screen.

Widgets can be reorganized and moved on the screen at any time. Widgets can have individual configurations so the user can set them up exactly as they need them to work. This information is stored within the local users browser cache, using HTML5. If a user changes machines, or enters private mode, they will need to reconfigure the dispatch screen. There was a roadmap item to save this information on the server so that if a user logs into another machine the dispatch layout will follow them

Transloc IP

Widgets

Stops Widget: The stops widget is a means for users to track vehicle servicing select stops. These could be stops for select routes, blocks, or points of interest such as transit centers. This information helps inform users on capacity loads and vehicle on time status to monitor and manage the fixed route service for the day.

Vehicles Widget: The vehicles widget enables users to track and monitor select vehicles for ETAs, on time performance and vehicle capacity quickly.

Assignment Widgets: Allows the users to assign and reassign buses to blocks, trips, or routes as needed for their system use.

Messages Widget: Optimal for those who need to quickly communicate regarding the service, the message widget will enable users to create and edit messaging for end users directly from the Dispatch Panel.

URLs Widget: For users who need to engage with web based tools outside of the Computer Aided Dispatch (CAD) system, this widget allows for pre-approved web URLs to be accessed directly within the Dispatch Panel

Dispatch Alerts Widget: CAD system users want to be aware of incidents when things are not running optimally or they need to address a situation. This widget allows users to set up alerts relevant to them that they will be notified of when triggered on the Dispatch Panel. Users can also set up notifications to go to their email address.

AVL Tracking

- Events, Door Trigger, GeoFence, Speeding, Ignition Events

DPC

- Driver Assisted Passenger Counting Module

APCs

- Automatic Passenger Counting Module
- Passenger Validation

Transloc IP

On Demand

Mobile

- Designs of the app
 - UI/UX
 - Flows
- Logos
 - Pertaining to TL
- The features and combination of features that derive our mobile application and the service provided
 - Definitions of variables and logic that the features/services operate on

Reporting

- Definitions of variables/dimensions that derive reporting
 - Example: Status definitions
 - Paused, active, ended
- The combination of those metrics/dimensions that make up the queries and logic that derive the offered reports
 - The styles and designs of the reports themselves

Masabi / Tixora IP

Masabi / Tixora IP

Masabi has included existing IP that is tied to the Scope of Work below for LAWA's deployment:

Justride Fare Payment Platform

- Pre-Purchase Ticketing
- Account-Based Ticketing
- Contactless EMV
- Visual Validation
- Justride 'Hub' Back Office

Justride Web Portal

Justride Vendor Portal

Justride APIs

- Retail Network Integration
- Data Extraction
- GTFS Realtime

Justride Retail SDK

- Tixora Integration
- MaaS Ecosystem partners

Justride Validator (JRV)

Tixora Components

- OneTap mobile application
- OneTap back-end dashboard (web) including: Analytics, notifications, announcements, reservations

Transloc Security Summary

Transloc Security Summary (in BAFO)

TransLoc has reviewed Exhibit H information security requirements and we have listed our compliance with the individual aspects below. The TransLoc Fixed Route solution is hosted in a private cloud which is managed by a 3rd party external to TransLoc.

Infrastructure is hosted with a 3rd party who is SOC II Certified and they manage access, patching, server hardening, logging, and encryption. We work with them to meet or exceed industry standards.

We have the ability to obtain a network diagram from Flexential, our hosting service provider which we can share at contract signature if needed. The TransLoc system architecture diagram is included below.

We can work with Flexential, our hosting service provider, to provide a documented security plan at contract signing.

TransLoc has not conducted an ISO 27001/27005 assessment; however, Flexential, our hosting service provider, has passed a SOC II Type 2 audit.

We work with Flexential to remediate any of these issues in a timely manner.

TransLoc has not been subjected to an ISO 27001 or SOC2 audit; however, the entire infrastructure is managed by Flexential and they have passed a SOC audit.

Flexential, our hosting service provider, manages the environment.

Masabi / Tixora Security Summary

Masabi / Tixora IP Security Summary

Masabi understands that LAWA would maintain standard desktop policies, which is not unique to agencies that Masabi works with. At the time of deployment, Masabi Services team would work with LAWA to ensure that these types of policies are supported.

The documents below in bold have been reviewed, and corresponding notes have been made.

1) LAWA IT Policy: LAWA IT Security Requirements 2022 v1

- Hosting section F. only relevant to Masabi.
- Cloud provider requirement - Masabi adheres to many of the requirements as part of PCI compliance, and Justride is hosted on AWS.
- ISO 27001 and 27005 security risk assessment: Justride is fully PCI compliant and undergoes regular assessments as part of meeting this compliance. Masabi feels that PCI compliance is more than sufficient and is not compliant to ISO 27001 and 27005.

2) LAWA IT Policy: LAWA Internet & Email Acceptable Use Policy

- As Justride is a SaaS hosted platform, this policy will not be applicable.

3) LAWA IT Policy: LAWA Desktop Security Policy

- As Justride is a SaaS hosted platform, this policy will not be applicable.

Masabi / Tixora IP Security Summary, cont.

- As Justride is a fully managed platform, Masabi will not be expected to log into systems in LAWA systems.
- Masabi follows much of the best practices listed in this document regardless.

4) LAWA IT Policy: Enterprise Change Management Policy

- As Justride is a SaaS hosted platform, Masabi maintains its own change request policy.
- Software is delivered into the Justride platform using CI/CD processes so there will be small incremental changes to SW (fixes, updates security etc).
- LAWA's dedicated Masabi Account Managers would work with LAWA to agree to any major changes.

5) LAWA IT Policy: LAWA Audit Vulnerability Scan Policy

- As Justride is a SaaS hosted platform this is performed by Masabi as part of Masabi's ongoing PCI compliance.

6) LAWA IT Policy: LAWA Computer Acceptable US Policy

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Masabi's adherence to the strictest security rules ensures that all data will be handled with appropriate care and that Masabi's internal processes are secure.

Authentication processes

Masabi maintains Data Inventory documentation tracking at a field level what data is stored in what parts of the system. Conformance to all US and European data privacy laws have been built in from the start, and effort is made to store data in an anonymizing format wherever operationally viable.

All databases containing sensitive customer data are encrypted at rest. Data resides within Masabi's firewalled Virtual Private Cloud in Amazon AWS, with live redundant copies across multiple locations and daily offsite backups.

All connections to Justride servers - via API or through the Hub UI - are HTTPS conforming to the latest TLS 1.2 protocols, ensuring secure transit of all personal data, and authentication is managed using secure JSON Web Tokens.

The Justride Retail SDK offers a way to build a perfectly tailored iPhone and Android application experience on top of the mature, secure, and robust Justride ticketing platform.

The SDK handles all interaction back to the Justride platform and displays any mobile tickets bought by the rider. The SDK provides support for the app to build any style of purchase flow required, with the option to direct payments through the PCI-DSS certified Justride platform or handle them completely independently. Riders can log in using an OpenID Connect compatible authentication system, and the SDK gives access to the account's transaction history and (where relevant) ABT token management and history.

Issues reporting

Once operational, Masabi provides access to its Customer Support Center staffed by a team of qualified support engineers in the US and London from 8:00 am to 6:00 pm local time. Agents can call Support Operations during these

hours or directly submit support tickets. In addition, a comprehensive IT Support Operations is available to an agency 365 days, 7 days and 24 hours for operational issues.

Based on Masabi's experience in the transit industry, most agencies prefer to own the direct customer experience. This allows them to provide their customers with high-touch customer service along with a full-service approach to any customer issue, whether it's about operating schedules, agency policies, ticket rules, fare questions, TVMs, the mobile app, routes, or any other general inquiry. Masabi has also found that bifurcating customer support channels creates customer confusion about who should call and when so a single point of entry backed by Masabi's full support, training and escalation.

Masabi provides standard second-level support for an agency. This means that the agency acts as first-line support for its customers and staff, and Masabi acts as second-line support for the agency by handling its more technical or complex support issues.

24/7, 365 days Support Coverage

Internal agency teams are provided access to Zendesk, Masabi's Internal Support Management solution for agencies' support requests or new features requests.

Tickets are automatically acknowledged and assigned a tracking number which is escalated to Masabi Support Engineers and if required, Masabi Quality Assurance and Engineering. Updates to tickets are posted online and monitored following a support escalation timeline established between the agency and Masabi.

Masabi provides an Incident Management Process that offers 24/7 coverage 365 days a year. Masabi has the primary goal of triaging, investigating, developing corrective action plans and resolving Incidents following stated service level agreements (SLAs). To ensure that Incidents and support requests are handled efficiently, Masabi has a Support and Incident escalation management program which quickly addresses high-priority issues (P1-P2), while also providing more generalized support ticket response management (P3-P4 and other general inquiries).

Masabi Incident Support activities include, but are not limited to the following:

- Contacting LAWA per LAWA escalation contact protocol
- Acting as a point of escalation for Incidents or ongoing issues
- Creating an agreed-upon process for updates and notifications during the Incident Timeframe and overseeing the development of the official closing Incident Management Report
- Contacting LAWA IT for requests to implement a system outage necessary to enact a corrective action.
- Providing detailed updates and explanations to LAWA and Account Support, as recorded within the Incident Management Suite, including the Incident Tracking and Monitoring log
- Collaborating with other second-tier engineers to formulate a resolution, temporary fix, or workaround via the raised record within Incident Management Suite
- Ensuring development-related fixes are recorded within Product Development tool (JIRA) workspace
- Collaborating with other Masabi resources to formulate comprehensive outage reports detailing the root cause, impact and mitigating actions to prevent a recurrence
- Administering faulty hardware returns
- If required, attending LAWA incident review meetings, as per LAWA requirements (at least quarterly).

Once incidents are resolved and tested, confirmation of resolution will be provided.

Masabi uses Zendesk, a Gartner top award winner, for support management. Zendesk is configured to organize and track all incoming support requests from all channels. Engineering teams and product managers also use it to help manage escalated issues effectively. Zendesk automated workflows increase support efficiencies and integrations with software development tools to extend functionality and provide a seamless workflow between each engineering department. It is also used to track customer satisfaction via surveys and feedback.

Continuity plan

The services that make up the Justride platform are hosted on third party providers.

Masabi actively attempts to remove location specific requirements from the Justride product, so that all work can be completed from anywhere with internet access. No location other than those of the AWS Datacenters are required to be in any operational order in order for the Just Ride product to be active for all clients.

Summary of current strategy:

All Masabi services are deployed to multiple availability zones (AZ's). Availability Zones are designed for physical redundancy and provide resilience, enabling uninterrupted performance, even in the event of power outages, Internet downtime, floods, and other natural disasters. This means if one of the AWS 'locations' within a region were to be taken offline, Masabi services could continue to operate as normal. This holds true for server instances and database backends.

AWS builds its data centers in multiple geographic Regions as well as across multiple AZs within each Region. Each Region is isolated from the others. And AWS AZs are true AZs: completely separate buildings kilometers apart for complete redundancy.

Also automatic daily database backups of all production databases are taken, these backups are kept for 7 days. Regular snapshots are taken of all data to a separate AWS account, which has limited login access to ensure it can be recovered should the account be compromised.

If an entire AWS region was taken offline (meaning the complete loss of 3 physically separate availability zones) Masabi would bring that production stack up within the secondary AWS account using automated provisioning tools. This process would take approximately half a day to complete.

What can the current plan mitigate against:

- AZ Failure- TTR- 2-3 minutes (time take to automatically failover to standby database)
- Malicious damage to main production account TTR- 1 day
- Data loss or corruption- Daily DB backups kept for 7 days

Bus Security Summary (from BAFO)

Bus.com response to Exhibit H in the RFP:

Bus.com cloud infrastructure is deployed within Heroku, an industry leading cloud provider (owned by Salesforce, hosted on Amazon's infrastructure). However, for the scope of the current project, the Bus.com own infrastructure would not be used, meaning no part of the infrastructure, database or any other systems would be accessed or used in the context of the RFP. Everything would be hosted on the vendor's specific cloud infrastructures.

Section A: Bus.com is able to comply with the requirements.

Section B: Bus.com is able to provide network, high level application diagrams and any other relevant schematic related to the project

Section C: Bus.com does not have any formal, comprehensive documentation to share at this time but happy to work with LAWA to provide such documentation, alongside the other vendors

Section D: Bus.com has not conducted any assessments or audits against ISO 27001/27005, SOC or PCI-DSS at this time.

Section E: Bus.com has processes in place to identify, mitigate, remediate and fix vulnerabilities and other security issues. Bus.com is happy to work with LAWA in order to resolve identified issues and to fully collaborate on security assessments.

Section F: N/A since Bus.com does not provide any cloud infrastructure for the scope of the current project

Section G: N/A since Bus.com does not provide any cloud infrastructure for the scope of the current project



Thank you!

EXHIBIT N

Guaranty

L/C DRAFT LANGUAGE

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

ISSUE DATE: _____

ISSUING BANK:

SILICON VALLEY BANK
3003 TASMAN DRIVE
2ND FLOOR, MAIL SORT HF210
SANTA CLARA, CALIFORNIA 95054

BENEFICIARY:

CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS
6053 W CENTURY BLVD., SUITE 500
LOS ANGELES, CA. 90045
ATTN: DOUGLAS COLSON – FPG ADMINISTRATOR

APPLICANT:

9139249 CANADA INC.
4200 BOUL ST-LAURENT STE 610
MONTREAL, QUEBEC H2W 2R2
CANADA

AMOUNT: US\$ _____ (_____ AND XX/100 U.S. DOLLARS)

EXPIRATION DATE: ONE YEAR FROM ISSUANCE DATE

PLACE OF EXPIRATION: ISSUING BANK'S COUNTERS AT ITS ABOVE ADDRESS

DEAR SIR/MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBFS_____ IN YOUR FAVOR AVAILABLE BY PAYMENT AGAINST YOUR PRESENTATION TO US OF THE FOLLOWING DOCUMENT:

1.BENEFICIARY'S SIGNED AND DATED STATEMENT STATING AS FOLLOWS:

"THE APPLICANT'S PAYMENT OBLIGATIONS WERE NOT FULFILLED WHEN DUE AND ARE CURRENTLY OUTSTANDING. THE AMOUNT HEREBY DRAWN UNDER LETTER OF CREDIT NO. SVBFS_____ IS US\$_____, WITH PAYMENT TO BE MADE TO THE FOLLOWING ACCOUNT: [INSERT WIRE INSTRUCTIONS (TO INCLUDE NAME AND ACCOUNT NUMBER OF THE BENEFICIARY)]."

PARTIAL DRAWS AND MULTIPLE PRESENTATIONS ARE ALLOWED.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR ADDITIONAL PERIODS OF ONE YEAR, WITHOUT AMENDMENT, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST 60 DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE SEND TO YOU A NOTICE BY REGISTERED OR CERTIFIED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE THEN CURRENT

ALL THE DETAILS SET FORTH HEREIN IN THIS LETTER OF CREDIT DRAFT IS APPROVED BY APPLICANT. IF THERE IS ANY DISCREPANCY BETWEEN THE DETAILS OF THIS LETTER OF CREDIT DRAFT AND THE LETTER OF CREDIT APPLICATION, BETWEEN APPLICANT AND SILICON VALLEY BANK, THE DETAILS HEREOF SHALL PREVAIL.

APPLICANT'S SIGNATURE(s)

DATE

SVB Confidential

EXPIRATION DATE. IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND _____. IN THE EVENT WE SEND SUCH NOTICE OF NON-EXTENSION, YOU MAY DRAW HEREUNDER BY YOUR PRESENTATION TO US OF YOUR SIGNED AND DATED STATEMENT STATING THAT YOU HAVE RECEIVED A NON-EXTENSION NOTICE FROM SILICON VALLEY BANK IN RESPECT OF LETTER OF CREDIT NO. SVBFS _____, YOU ARE DRAWING ON SUCH LETTER OF CREDIT FOR US\$_____, AND YOU HAVE NOT RECEIVED A REPLACEMENT LETTER OF CREDIT ACCEPTABLE TO YOU.

ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF THE REQUIRED DOCUMENTS ON A BUSINESS DAY AT OUR OFFICE (THE "BANK'S OFFICE") AT: SILICON VALLEY BANK, 3003 TASMAN DRIVE, MAIL SORT HF 210, SANTA CLARA, CA 95054, ATTENTION: GLOBAL TRADE FINANCE. AS USED IN THIS LETTER OF CREDIT, "BUSINESS DAY" SHALL MEAN ANY DAY OTHER THAN A SATURDAY, SUNDAY OR A DAY ON WHICH BANKING INSTITUTIONS IN THE STATE OF CALIFORNIA ARE AUTHORIZED OR REQUIRED BY LAW TO CLOSE.

FACSIMILE PRESENTATIONS ARE ALSO PERMITTED. EACH FACSIMILE TRANSMISSION SHALL BE MADE AT: (408) 496-2418 OR (408) 969-6510; AND UNDER CONTEMPORANEOUS TELEPHONE ADVICE TO: (408) 450-5001 OR (408) 654-7176, ATTENTION: GLOBAL TRADE FINANCE. ABSENCE OF THE AFORESAID TELEPHONE ADVICE SHALL NOT AFFECT OUR OBLIGATION TO HONOR ANY DRAW REQUEST.

IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO YOUR ACCOUNT WITH ANOTHER BANK, WE WILL ONLY EFFECT SUCH PAYMENT BY FED WIRE TO A U.S. REGULATED BANK, AND WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT NUMBER SPECIFIED IN SUCH INSTRUCTIONS EVEN IF THE NUMBER IDENTIFIES A PERSON OR ENTITY DIFFERENT FROM THE INTENDED PAYEE.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

AUTHORIZED

ALL THE DETAILS SET FORTH HEREIN IN THIS LETTER OF CREDIT DRAFT IS APPROVED BY APPLICANT. IF THERE IS ANY DISCREPANCY BETWEEN THE DETAILS OF THIS LETTER OF CREDIT DRAFT AND THE LETTER OF CREDIT APPLICATION, BETWEEN APPLICANT AND SILICON VALLEY BANK, THE DETAILS HEREOF SHALL PREVAIL.

APPLICANT'S SIGNATURE(S)

DATE

SVB Confidential

EXHIBIT O

Insurance



RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

NAME: FLYAWAY BUS SERVICE
AGREEMENT: RFP /Management and Operation of Fixed Route, Scheduled Flyaway Shuttle Services
LAWA DIVISION: Landside Management and Airport Permit Services Division
WIZARD NO.: 9684

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

LIMITS

(X) Workers' Compensation

Statutory

- ☒ Waiver of Subrogation, specifically naming LAWA
(Please see attached supplement)
- ☐ Voluntary Compensation Endorsement
- ☐ Hold Harmless - **No Employees (Owner/Operator/ Partnership)**

(X) Commercial Automobile Liability - covering owned, non-owned & hired auto

\$5,000,000 CSL

(X) Commercial General Liability, including the following

\$1,000,000

- ☒ Premises and Operations
- ☒ Contractual (Blanket/Schedule)
- ☒ Independent Contractors
- ☒ Personal Injury
- ☐ Products /Completed Operations
- ☒ Additional Insured Endorsements **(Please see attached supplement)**
- ☐ Hangar keepers Legal Liability
- ☐ Aircraft Liability including Passenger Liability
- ☐ Hangar keepers Legal Liability - At least at a limit of liability of \$ 1 million)
- ☐ Explosion, Collapse & Underground
(Required when work involves digging, excavation, grading or use of explosive materials.)

Coverage for Hazardous Substances

*** If exposure exists; must meet contractual requirements

\$ ***

PLEASE RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

Insurance companies that do not have an AMBEST rating of A- or better, and have a minimum financial size of at least 4, must be reviewed for acceptability by Risk Management

The only evidence of insurance accepted will be either a Certificate of Insurance, or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

Endorsements:

- General Liability Additional Insured Endorsement
- Ongoing and Products - Completed Operations Endorsement
(ISO Standard Endorsements preferred)
- Workers Compensation Waiver of Subrogation Endorsement
(WC 04 03 06 or similar)

Certificate Holder:

Los Angeles World Airports PO
Box 92216
Los Angeles, CA 90009

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

A blanket/automatic endorsement is not acceptable unless you have a direct contract with LAWA.

Language written on a certificate of insurance is not acceptable as an endorsement.

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.

EXHIBIT P

Equal Employment Practices

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles 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, color, religion, national origin, ancestry, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, 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 DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon 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. The 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 DAA. 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 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, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the 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 DAA, 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. By affixing its signature on a Contract that is subject to this article, 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 employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where 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 similar 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. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. 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; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. 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; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

EXHIBIT Q

Affirmative Action Program

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon 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 a City Contract. The 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 DAA. No 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
- (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.
- (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action 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.

N. 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. 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; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

EXHIBIT R

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 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 S

First Source Hiring Program

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 T

Contractor Responsibility Program

LOS ANGELES WORLD AIRPORTS



CONTRACTOR RESPONSIBILITY PROGRAM

RULES AND REGULATIONS

Effective date: August 23, 2011

Procurement Services Division
7301 World Way West, 4th Floor
Los Angeles, CA 90045
(424) 646-5380
(424) 646-9262 (Fax)

EXHIBIT T
Contractor Responsibility Program (CRP)
Pledge of Compliance

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These Rules and Regulations are promulgated pursuant to Board Resolution #21601, the Los Angeles World Airports Contractor Responsibility Program (CRP). Each Requesting LAWA Division shall cooperate to the fullest extent with the Executive Director in the administration of the CRP. The Executive Director may amend these Rules and Regulations from time to time as required for the implementation of the CRP.

A. DEFINITIONS

1. **Adoption of CRP definitions:** For purposes of these Rules and Regulations, the definitions set forth in the Board Resolution are incorporated herein by reference, and include the following:

- a. **Board**
- b. **Executive Director**
- c. **Los Angeles World Airports (LAWA)**
- d. **"Contract"** means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to LAWA or to the public or the grant of a public lease, which is awarded or entered into by or on behalf of LAWA. These Rules and Regulations shall apply to the following contracts:
 - (1) Contracts for services that require Board approval.
 - (2) Contracts for purchasing goods and products that require Board approval.
 - (3) Construction contracts that require Board approval.
- e. **Contractor**
- f. **Subcontractor**
- g. **Bidder**
- h. **Bid**
- i. **Invitation for Bid ("IFB")**
- j. **Public Lease**

2. **New Definitions:**

- a. **"Awarding Authority"** means either the Executive Director or the Board of Airport Commissioners ("Board") or the Board's designee.
- b. **"CRP Questionnaire"** means the set of questions developed by Procurement Services Division (PSD) that will assist LAWA in determining a bidder or contractor's responsibility. Information solicited from the CRP Questionnaire may include but is not limited to: ownership and name changes, financial resources and responsibility, satisfactory performance of other contracts, satisfactory record of compliance with relevant laws and regulations, and satisfactory record of business integrity. PSD may amend the CRP Questionnaire from time to time.

- c. **“CRP Pledge of Compliance”** means the CRP Pledge developed by PSD. The CRP Rules and Regulations may be updated from time to time by PSD. The CRP Pledge shall require contractors to sign under penalty of perjury that the contractor will:
- (1) Comply with all applicable Federal, State, and local laws and regulations during the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
 - (2) Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor did not comply with subparagraph 2(c)(1) above in the performance of the contract.
 - (3) Notify LAWA within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated subparagraph 2(c)(1) above in the performance of the contract.
 - (4) Provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a Questionnaire.
 - (5) Ensure that subcontractors working on the LAWA contract shall complete, sign and submit a CRP Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs 2(c)(1) through (4).
 - (6) Notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable Federal, State, or local law involving the subcontractors in the performance of a LAWA contract.
 - (7) Cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.
- d. **“Requesting Division”** means the LAWA division(s) which issued the Request For Bids (“RFB”), Request For Proposal (“RFP”) or Request for Qualifications (“RFQ”).
- e. **“Responsibility”** means possessing the necessary “trustworthiness” and “quality, fitness and capacity” to perform the work set forth in the contract.

B. SUBMISSION OF CRP QUESTIONNAIRES

1. **Issuance of Invitation for Bids (IFB):** These include Request for Bids (RFB), Request for Proposals (RFP), and Request for Qualifications (RFQ). Unless otherwise exempt from the CRP, if a proposed contract meets the definition of a contract subject to the CRP as

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defined in the Resolution and these Rules and Regulations, LAWA shall include in the IFB:

- a. Language informing potential bidders of the CRP;
- b. The CRP Questionnaire that bidders submit with their bid; and
- c. The CRP Pledge of Compliance that bidders submit with their bid.

2. Submission of CRP Questionnaires with Bids:

- a. All bid and proposal submissions are required to contain a completed and signed CRP Questionnaire and a signed CRP Pledge of Compliance.
- b. Failure to submit a CRP Questionnaire and a CRP Pledge of Compliance in accordance with the IFB procedures may make the bidder non-responsive and disqualified from the bidding process.
- c. Submitted CRP Questionnaires and CRP Pledge of Compliance become public records, and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law.

3. Use of a non-competitive process to procure the proposed contract: If a non-competitive process is used by LAWA Divisions to procure the proposed contract, the proposed contractor is required to submit the completed CRP Questionnaire and a signed CRP Pledge of Compliance to LAWA for determination of contractor responsibility prior to execution of the contract.

4. Subcontractors: The list of subcontractors shall be submitted with the bid and will be made available for public review along with the bidder's Questionnaire. For construction contracts, bidders must list a subcontractor proposed to be used on the City contract if the subcontractor will be performing work on the construction contract in an amount in excess of \$10,000 or in excess of one-half of one percent of the total bid amount, whichever is greater. For service contracts, bidders must list subcontractors as required by the IFB.

C. LAWA REVIEW OF SUBMITTED CRP QUESTIONNAIRES

- 1. Departmental Review of submitted bids:** As part of the determination of a bidder's responsiveness, PSD will review the bid submissions to determine whether a completed CRP Questionnaire, signed under penalty of perjury, has been included with the bid. If a completed Questionnaire has not been included with the bid as required by the IFB procedures, the bidder may be deemed to be non-responsive and may be disqualified from the bidding process.
- 2. Posting of CRP Questionnaires and Subcontractor List:** Requesting Divisions will forward to PSD the completed CRP Questionnaires and subcontractor list(s), if any, submitted by the responsive bidders to make available for public review as follows:
 - a. If a contract is to be awarded pursuant to a competitive bid process, the CRP Questionnaires for the three lowest responsive bidders and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days.
 - b. If a contract is to be awarded pursuant to a proposal (RFP) or qualifications (RFQ) and award is not based on the lowest submitted bid price, the CRP Questionnaires for the short-listed proposers and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days. If no short-listing procedure is used, the CRP Questionnaire for the prospective contractor shall be made available for public review for a minimum period of 14 calendar days.
 - c. If a contract is to be awarded to a Sole Source, the CRP Questionnaire for the proposed contractor and their list of proposed subcontractors, if any, will be forwarded to PSD to make it available for public review for a period of 14 calendar days.
 - d. No contract shall be awarded to any bidder until at least 14 calendar days after the CRP Questionnaire has been made available for public review. If administrative or technical errors prevent or delay the posting of the CRP Questionnaire, the posting period will be extended by the amount of time that the CRP Questionnaire was not available for public review.
 - e. The CRP Questionnaire of the bidder/proposer awarded the contract will be retained by the Requesting Division as part of the contract file. The CRP Questionnaires for the bidders/proposers not awarded the contract will be retained in the customary manner by the Requesting Division.
- 3. Claims Resulting from Public Review:**
 - a. Claims regarding a bidder or contractor's responsibility should be submitted to PSD in writing. However, PSD may investigate a claim regarding a bidder's or a contractor's responsibility, whether or not it is submitted in writing, if PSD in its discretion

determines that the claim calls into question the bidder's, the proposer's or the contractor's responsibility.

- b. If PSD receives information which calls into question a bidder's responsibility, and the information was received **before** the contract has been executed, PSD shall:
 - (1) Notify the Requesting Division in writing that no contract shall be awarded until PSD has completed investigation into the matter.
 - (2) Investigate the matter as required in Section G, "LAWA INVESTIGATION" to determine its validity.
 - (3) Upon completion of the investigation, PSD shall notify the Requesting Division and the Awarding Authority in writing of the result of the investigation.
 - (4) No contract may be awarded to any bidder until after the investigation has been completed and the Requesting Division and the Awarding Authority have received written notification that the investigation has been completed.
 - (5) Findings from the PSD investigation received by the Awarding Authority will be considered by the Awarding Authority as part of the determination of the bidder's responsibility.
- c. If PSD receives written information that calls into question a contractor's responsibility, and the information was received **after** the contract has been executed, PSD shall investigate the matter as required in Section G, LAWA INVESTIGATION.

D. AWARD AND EXECUTION OF CONTRACTS

1. Departmental Determination of Responsibility and Award of Contract:

- a. Requesting Division and the Awarding Authority shall determine whether a bidder/contractor is a responsible bidder, proposer or contractor with the necessary trustworthiness, quality, fitness and capacity to perform the work set forth in the proposed contract by considering the following:
 - (1) Information contained in the CRP Questionnaire;
 - (2) Information and documentation from PSD's investigation;
 - (3) Information regarding the bidder's, proposer's or contractor's past performance that may be contained in the City of Los Angeles' Contractor Evaluation Database.
 - (4) Information that may be available from any compliance or regulatory governmental agency, and
 - (5) Any other reliable information that may be available, including but not limited to information from any individual or any other governmental agency.

- b. The Board may award and the Executive Director may execute a contract with a bidder or proposer only if:
 - (1) The bidder's or proposer's CRP Questionnaire has been made available for public review for at least 14 calendar days unless otherwise exempted from the posting requirement by the CRP;
 - (2) The bidder or proposer is not being investigated by PSD pursuant to the CRP;
 - (3) The bidder or proposer has not been found to be a non-responsible bidder/proposer pursuant to the CRP;
 - (4) The bidder or proposer does not appear on any City list of debarred bidders or contractors; and
 - (5) The bidder or proposer has met all other applicable City requirements.

2. Submission of Pledge of Compliance:

- a. Unless otherwise exempt from the CRP, all bid/proposal submissions (RFBs, RFPs and RFQs) are required to contain a Pledge of Compliance with the CRP signed under penalty of perjury. Failure to submit a CRP Pledge of Compliance with the bid/proposal may make the bidder non-responsive and disqualified from the bidding process.
- b. Within 10 calendar days of execution of a contract with LAWA, the contractor shall submit to LAWA a signed CRP Pledge of Compliance from each subcontractor listed as performing work on the contract.

3. Subcontractor Responsibility:

- a. Contractors shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRP and these Rules and Regulations unless the subcontract is not subject to the CRP.
- b. Contractors shall ensure that subcontractors working on the LAWA agreement shall complete and submit a signed CRP Pledge of Compliance.
- c. Contractors shall not use in any capacity any subcontractor that has been determined or found to be a non-responsible contractor by LAWA or the City.
- d. Subject to approval by the Requesting Division, contractors may substitute a non-responsible subcontractor with another, responsible subcontractor with no changes in bid amounts.

4. Execution of Contracts:

- a. Unless exempt from the CRP, all contracts shall contain language obligating the contractor to comply with the CRP.
- b. No contract may be executed unless:
 - (1) The proposed contractor has submitted a signed Pledge of Compliance with the CRP.
 - (2) The proposed contractor's CRP Questionnaire, unless otherwise exempt, has been made available for public review for at least 14 calendar days in accordance with these Rules and Regulations.

E. CONTRACT AMENDMENTS

- 1. Compliance with the CRP, except for the requirement to submit a CRP Questionnaire, is required in contract amendments if the initial contract was not subject to the CRP, but the total term and amount of the contract, inclusive of all amendments, would make the contract subject to the CRP.
 - a. A contractor subject to the CRP because of an amendment shall submit a CRP Pledge of Compliance to the Requesting Division before the contract amendment can be executed.
 - b. Unless exempt from the CRP, all contract amendments shall contain contract language obligating the contractor to comply with the CRP.

F. CONTRACTOR NOTIFICATION OF INVESTIGATIONS AND UPDATE OF INFORMATION

1. Notification of Investigations: Contractors shall:

- a. Notify the Requesting Division and PSD within 30 calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that the contractor violated any applicable Federal, State, or local law in the performance of a LAWA, City of Los Angeles, County of Los Angeles, State of California, Federal Government or other government contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- b. Notify the Requesting Division and PSD within 30 calendar days of becoming aware of a violation or finding of violation of any applicable federal, state, or local law involving its subcontractors or sub-sub-contractors at any level in the performance of a LAWA contract.

2. Update of CRP Questionnaire Information:

- a. Updates of information contained in the contractor's responses to the CRP Questionnaire shall be submitted to the Requesting Division and PSD within 30 days of any changes to the responses if the change would affect the contractor's responsibility or ability to continue performing the contract.
 - b. PSD or the Requesting Division shall determine whether a contractor in a specific situation should have provided information or updated information.
 - (1) If PSD or the Requesting Division becomes aware of new information concerning a contractor and determines that the contractor should have provided information or updated LAWA with such information, but the contractor has not done so, PSD shall issue a written notice to the contractor requiring the contractor to submit the required information within 10 calendar days.
 - (2) If PSD or the Requesting Division becomes aware of new information concerning a subcontractor and determines that the subcontractor should have provided information or updated LAWA of such information, but the subcontractor has not done so, PSD shall issue a written notice to the contractor requiring the subcontractor to submit the required information within 10 calendar days.
 - c. Contractor's failure to provide information or updated information when required by LAWA, the CRP or these Rules and Regulations may be considered a material breach of the contract, and, additionally, may result in the initiation of a non-responsibility hearing pursuant to Section I of these Rules and Regulations.
- 3. Contractors shall ensure that subcontractors provide information and updates.** Contractors shall ensure that subcontractors performing work on their LAWA contract abide by these same updating requirements, including the requirement to:
- a. Notify the Requesting Division and PSD within 30 calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable Federal, State, or local law in the performance of the LAWA or City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees
 - b. Notify the Requesting Division and PSD within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable Federal, State, or local law in the performance of a LAWA or City of Los Angeles contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- 4. Submission of CRP Questionnaires and Updates of CRP Questionnaire Is Not Applicable to Subcontractors:** The requirement that contractors submit to LAWA CRP Questionnaires and updates to the CRP Questionnaire responses does not apply to subcontractors.

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G. LAWA INVESTIGATION

- 1. Reporting of Alleged Violations:** Allegations of violations of the CRP or these Rules and Regulations shall be reported to PSD. Complaints regarding a bidder's, proposer's or contractor's responsibility should be submitted to PSD in writing. However, PSD may investigate any claim or complaint regarding a bidder's, proposer's or a contractor's responsibility, whether or not it is submitted in writing. Whether based on a written complaint or otherwise, PSD shall be responsible for investigating such alleged violations.
- 2. Process:**
 - a. Upon receipt of a complaint or upon initiation of an investigation, PSD shall notify the Requesting Division, the Awarding Authority and the bidder, proposer or contractor in writing that an investigation has been initiated.
 - b. The bidder, proposer or contractor shall cooperate fully with PSD in providing information. If the bidder/proposer or contractor fails to cooperate with PSD's investigation or fails to timely respond to PSD's requests for information, LAWA may initiate a non-responsibility hearing as set forth in Section I of these Rules and Regulations. A contractor's failure to cooperate may be deemed a material breach of the contract, and the City may pursue all available remedies.
 - c. To the extent permissible, PSD shall maintain the identity of the complainant, if any, confidential.
 - d. Upon completion of the investigation, PSD shall prepare a written report of the findings and notify the Requesting Division, the Awarding Authority and the bidder, proposer or contractor of the results.
- 3. Results of Investigation:**
 - a. When an investigation is completed before the contract is awarded, PSD shall notify the Requesting Division and the Awarding Authority of the results, and Requesting Division and the Awarding Authority will consider the information as part of the determination of a bidder's responsibility during the bid/proposal review process.

b. When an investigation is completed after the execution of a contract:

- (1) If violations of the CRP are found, PSD shall notify the Requesting Division and contractor of the violation and require the contractor to make corrections or take reasonable measures within 10 calendar days.
- (2) If the contractor fails to make corrections as required, PSD shall notify the Requesting Division and the Awarding Authority and may recommend that the Awarding Authority:
 - (i) Terminate the contract.
 - (ii) Initiate a hearing to declare the contractor a non-responsible contractor.

H. VIOLATIONS OF THE CRP OR THESE RULES AND REGULATIONS

1. Violations of the CRP or of these Rules and Regulations may be considered a material breach of the contract and may entitle LAWA or the City to terminate the contract.
2. Alleged violations of the CRP or of these Rules and Regulations shall be reported to the PSD which will investigate all such complaints.
3. When a violation of the CRP or of these Rules and Regulations is found, PSD shall notify the contractor and the Awarding Authority of the violation. PSD shall require the contractor to correct the violation within 10 calendar days. Failure to correct violations or take reasonable measures to correct violations within 10 calendar days may result in PSD:
 - a. Recommending that the Awarding Authority declare a material breach of the contract and that the Awarding Authority exercise all contractual and legal remedies available, including but not limited to termination of the contract, and/or
 - b. Recommending that the Awarding Authority declare the contractor a non-responsible contractor by initiating, within 30 calendar days or as soon as practicable, a non-responsibility hearing in accordance with Section I of these Rules and Regulations.

I. NON-RESPONSIBILITY HEARING

1. The process of declaring a bidder or contractor a non-responsible bidder or contractor shall be initiated by the Awarding Authority after consultation with the City Attorney's Office.
2. Before a bidder, proposer or contractor may be declared non-responsible, the bidder, proposer or contractor shall be notified of the proposed determination of non-responsibility and provided with an opportunity for a hearing.

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3. The Awarding Authority or the Executive Director's designee shall preside over the non-responsibility hearing and shall provide the bidder, proposer or contractor with the following:
 - a. The bidder, proposer or contractor shall be provided with written Notice of intent to declare the bidder, proposer or contractor non-responsible ("Notice") which shall state that the Awarding Authority intends to declare the bidder, proposer or contractor a non-responsible bidder or contractor.
 - b. The Notice shall provide the bidder, proposer or contractor with the following information:
 - (1) That the Awarding Authority intends to declare the bidder or contractor a non-responsible bidder, proposer or contractor.
 - (2) A summary of the information upon which the Awarding Authority is relying.
 - (3) That the bidder, proposer or contractor has a right to respond to the information by requesting a hearing to rebut adverse information and to present evidence of its necessary trustworthiness, quality, fitness and capacity to perform the work required under the contract.
 - (4) That the bidder, proposer or contractor must exercise the right to a hearing by submitting to the Awarding Authority a **written request** for a hearing **within 10 working days** of the date of the Notice.
 - (5) That failure to submit a written request for hearing within 10 working days of the date of the Notice shall be considered a waiver of the right to a hearing that allows the Awarding Authority to proceed with the determination of non-responsibility.
 - c. If the bidder or contractor submits a written request for a hearing, the hearing may be held by the Awarding Authority for recommendation to the Board, which shall make the final decision.
 - d. The hearing must allow the bidder, proposer or contractor an opportunity to address the issues contained in the Notice of Intent to declare the bidder, proposer or contractor non-responsible.
 - e. The Awarding Authority may determine that the bidder, proposer or contractor:
 - (1) Does not possess the necessary trustworthiness, quality, fitness, or capacity to perform the work set forth in the proposed contract, should be declared a non-responsible bidder, proposer or contractor, and recommend to the Board invocation of the remedies set forth in Section J of these Rules and Regulations.
 - (2) Should not be declared a non-responsible bidder or contractor.
 - f. The Board's determination shall be final and constitute exhaustion of administrative remedies.
 - g. The Board's final decision shall be in writing and shall be provided to the bidder,

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proposer or contractor, the Requesting Division and to PSD. If the bidder, proposer or contractor is declared to be non-responsible, a copy of the final decision shall also be provided to the CAO.

J. NON-RESPONSIBILITY SANCTIONS

1. A **bidder/proposer** found non-responsible by LAWA shall be disqualified from:
 - a. award of the proposed contract or,
 - b. participating, in any way, in the proposed contract.

Such non-responsible bidder or proposer shall not perform any work in the proposed contract, whether as a prime contractor, a subcontractor, a partner in a partnership, a participant in a joint venture, a member of a consortium or in any other capacity.

2. An existing **contractor** found non-responsible by LAWA may be declared to have a material breach of contract, and LAWA may exercise its contractual and legal remedies thereunder, which are to include, but are not limited to termination of the contract.
3. Upon final determination of a bidder, proposer or contractor as non-responsible, PSD shall provide the Requesting Division and the bidder, proposer or contractor with a written notice summarizing the Awarding Authority's findings and sanctions.
4. PSD shall maintain a listing of bidders/proposers and contractors who have been found non-responsible by LAWA pursuant to the CRP.

K. EXEMPTIONS

1. **Categorical Exemption:** The following types of contracts are categorically exempt from the CRP and these Rules and Regulations:
 - a. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
 - b. Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
 - c. Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

Board approval required for CRP Exemptions: The following types of contracts are exempt from the requirement to submit a Questionnaire but remain subject to the requirement that the contractor submit a Pledge of Compliance and notify the Awarding Authority within 30 days of any information regarding investigations or the results of investigations by any governmental agency into the contractor's compliance with applicable laws.

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- a. Contracts awarded on the basis of exigent circumstances when the Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted.
 - (1) This exemption is subject to approval by **PSD**.
 - (2) The Awarding Authority shall submit a request to **PSD** for waiver along with written certification that the required conditions exist.
 - (3) No contract may be exempted under this provision unless **PSD** has granted written approval of the waiver.
- b. Contracts where the goods or services are proprietary or available from only one source.
 - (1) This exemption is subject to approval by **PSD**.
 - (2) The Awarding Authority shall submit a request to **PSD** for waiver along with written certification that the required conditions exist.
 - (3) No contract may be exempted under this provision unless **PSD** has granted written approval of the waiver.
- c. Contracts awarded in accordance with Charter Section 371(e)(5). The Awarding Authority must certify in writing that award is based on urgent necessity in accordance with Charter Section 371(e)(5).
- d. Contracts entered into based on, Charter Section 371(e)(6), (7) or (8). The Awarding Authority must certify in writing that the contract is entered into in accordance with Charter Section 371(e)(6), (7) or (8).

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L. EFFECTIVE DATE OF RULES AND REGULATIONS

1. These Rules and Regulations apply to IFB's issued after the Executive Director has approved these Rules and Regulations.
2. These Rules and Regulations apply to contracts entered into by LAWA after the Executive Director has approved these Rules and Regulations.
3. Contracts amended after these Rules and Regulations are approved by the Executive Director will become subject to CRP and these Rules and Regulations if they meet definitions contained in the CRP and these Rules and Regulations.

M. CONSISTENCY WITH FEDERAL AND STATE LAW

The CRP and these Rules and Regulations do not apply in instances where application would be prohibited by Federal and State law or where the application would violate or be inconsistent with the terms and conditions of a grant or contract with the Federal or State agency.

N. SEVERABILITY

If any provision of the CRP or these Rules and Regulations are declared legally invalid by any court of competent jurisdiction, the remaining provisions remain in full force and effect.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

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

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Project Title

CRP Pledge.doc

**EXHIBIT T
Contractor Responsibility Program (CRP)
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EXHIBIT U

Alternative Fuel Vehicle 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.