



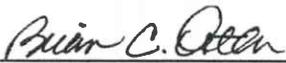
17

# Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:   
Richard J. Connolly, Deputy Executive Director  
Facilities Management Division

Meeting Date  
10/6/2022

Needs Council Approval:  Y

Reviewer:   
Brian C. Ostler, City Attorney *BO*

Reviewed for/by	Date	Approval Status	By
Finance	9/15/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	9/19/2022	<input checked="" type="checkbox"/> Y	VW
Procurement	9/21/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	BG
Guest Experience	9/21/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	9/27/2022	<input checked="" type="checkbox"/> Y	BNZ

  
Justin Erbacci (Sep 30, 2022 11:13 PDT)  
Justin Erbacci, Chief Executive Officer

## SUBJECT

Staff requests the Board of Airport Commissioners approve the award of a three-year contract with two, two-year renewal options to Orkin Services of California, Inc., for an Integrated Pest Management Program and to provide pest control services at Los Angeles World Airports, for an overall amount, not to exceed \$7,426,449.00, including option years.

## 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.
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
4. FURTHER FIND that due to the nature, breadth and scope of services to be provided, including the Pest Management-related services which are professional, scientific, expert, technical and/or special services in nature, the use competitive bidding would be impractical and/or undesirable within the meaning of Administrative Code Section 10.15(a)(10).
5. APPROVE the award of a three-year contract, with two, two-year renewal options, to Orkin Services of California, Inc., for an Integrated Pest Management Program and pest control

services at Los Angeles World Airports, for an overall amount not to exceed \$7,426,449.00, including option years.

6. AUTHORIZE the Chief Executive Officer, or designee, to execute the contract after approval as to form by the City Attorney and approval from the Los Angeles City Council.

## **DISCUSSION**

### **1. Purpose**

Establishing a contract for an Integrated Pest Management Program (IPMP) at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY) for an overall amount not to exceed \$7,426,449.00 will keep Los Angeles World Airports (LAWA) facilities free of unwanted insects, rodents, vermin, and other pests through the use of sustainable practices and products; keep the work environment safe for employees; and give the traveling public a healthy and pleasant dining, shopping, and travel experience.

### **2. Prior Related Actions/History of Board Actions**

- **August 2, 2010 – Resolution No. 24191 (DA-4506)**  
The Board of Airport Commissioners (Board) awarded a three-year contract to Orkin Services of California, Inc. for pest control services for specific portions of LAX for a total amount not to exceed \$120,000. The three-year term began September 20, 2010, and expired on September 19, 2013.
- **September 18, 2013 – Outline Agreement No. 4600005934**  
Staff executed a three-year contract with Stafford Environmental Services, Inc. dba Innovative Pest Solutions for pest control services for specific portions of LAX for a total amount not to exceed \$210,000. This contract expired on September 17, 2016.
- **August 20, 2015 – Resolution No. 25769 (DA-5013)**  
The Board awarded a three-year contract with two, two-year renewal options to Orkin Services of California, Inc. for Integrated Pest Management Services at LAX for an overall cost not to exceed \$5,250,000 including option years. After electing to use both renewal options , this contract will expire on October 4, 2022.

### **3. Background**

The Integrated Pest Management Program (IPMP) is a process for achieving 24/7, on-site, long-term, sustainable, and environmentally-sound pest suppression and prevention through a variety of technological and management practices. The IPMP has been in place at LAX since 2010, and it has been successful in keeping the pest population at LAX under control. The basic principles of the IPMP include the use of preventive and suppression practices that effectively manage pests in ways that pose the least hazard to health and the environment.

### **4. Current Action/Rationale**

Los Angeles World Airports staff requests this contract to maintain the LAX Integrated Pest Management Program and expand the program to include VNY. This would make the IPMP

inclusive of all LAWA staff-occupied property and approximately 15 million plus square feet of concessionaire and airline-leased property. The IPMP will develop plans specific to LAX and VNY and deploy tactical services that include, but are not limited to:

- Developing an integrated pest management program responsive to the needs of LAX and VNY and providing reports to LAWA’s contract administrator,
- Inventorying all facilities that require treatment and pest control,
- Assessing the needs of the facilities and the compliance requirements,
- Applying best of industry standard treatments and pest control services and solutions,
- Providing training for customers on best practices for pest-free work spaces,
- Providing scheduled and on-call inspections and treatment, and
- Responding to requests to address individual situations.

## 5. Selection Process

On June 15, 2022, LAWA staff posted the Integrated Pest Management Request for Proposals (RFP) on the City of Los Angeles Regional Alliance Marketplace for Procurement ([www.rampla.org](http://www.rampla.org)) website. The LAWA Strategic Sourcing Division set the Small Business Enterprise (SBE) program subcontracting participation level at 5 percent. Los Angeles World Airports staff held a mandatory pre-proposal meeting on June 28, 2022, and RFP responses were due July 22, 2022.

Of the 22 companies that viewed this RFP, five companies attended the meeting. By the RFP due date, LAWA had received three proposals from the following firms: Integrated Pest Control Management, Inc.; Pestmaster Services, L.P.; and Orkin Services of California, Inc. The proposals were reviewed by a three-member evaluation panel consisting of senior-level staff using the following criteria:

Item	Evaluation Criteria	Points
1	Experience of the Proposer as a company, including past performance of the company on contracts of similar size and scope, in particular at large airports	25
2	Experience and Qualifications of Personnel on the Proposer’s Team	15
3	Demonstrated Understanding of the Scope of Work as detailed in Section 1.3 of the RFP	15
4	Inclusivity	10
5	Proposed level of fees, including labor, materials, equipment, and administrative costs	35
	<b>Total Points</b>	<b>100</b>

The evaluation panel determined that the proposal submitted by Integrated Pest Control Management, Inc. was non-responsive, because the company did not submit a required bid bond with their proposal.

After the proposals were reviewed, the evaluation panel conducted interviews with the two remaining proposers on August 17, 2022.

At the conclusion of the interviews, the evaluation panel ranked the proposals as follows:

1. Orkin Services of California, Inc.
2. Pestmaster Services, L.P.

Orkin committed to an environmentally conscious approach in developing the IPMP for LAWA. Orkin has a Stewardship Group that is a team of coworkers from across the country who review Orkin practices and initiatives to monitor and maintain their responsible environmental stewardship. Orkin also partners with the Association for Healthcare Environment (AHE) to promote more effective and environmentally responsible pest control practices for highly-populated settings.

Orkin provides similar services for Knotts Berry Farm, Buena Park, California; Jet Propulsion Labs, Pasadena, California; Sacramento County International Executive & Maher Airport; Brigham Young University, Provo Utah; and LAX. During the current LAX contract, Orkin has maintained a 5.38% SBE commitment.

## 6. Fiscal Impact

The costs related to this contract will be recovered through landing fees and/or terminal rates and charges. The most recent contract for Integrated Pest Management was a three-year contract with two, two-year renewal options, for a not-to-exceed amount of \$5,250,000.00. LAWA elected to use both renewal options and will have used approximately 92 percent of the contract authority when the contract expires on October 4, 2022. The increased amount of the proposed contract (\$7,426,449.00) is due primarily to the addition of VNY along with several new terminals at LAX.

## 7. Alternatives Considered

- **Take No Action**

Without an existing contract for IPMP services staff's ability to effectively control insects, rodents and other animals would be negatively impacted, thus reducing the quality of sanitation associated with the structures and facilities at LAX. The LAX guest experience could be diminished due to guests experiencing less than optimal sanitary conditions.

## APPROPRIATIONS

Funds for this contract are available in the Fiscal Year 2022-23 Los Angeles World Airports Operating Budget in LAX Cost Center 1150171 – Facilities Management Coordination Unit (FMCU), 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.
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.

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. Orkin Services of California, Inc. will comply with the provisions of the Living Wage Ordinance.
5. Strategic Sourcing has reviewed this action (File No. 10078) and established mandatory goals of 5% SBE. Orkin Services of California, Inc. committed to 5% SBE.
6. Orkin Services of California, Inc. will comply with the provisions of the Affirmative Action Program.
7. Orkin Services of California, Inc. has been assigned Business Tax Registration Certificate No. 0000424982-0014-6.
8. Orkin Services of California, Inc. will comply with the provisions of the Child Support Obligations Ordinance.
9. Orkin Services of California, Inc. has approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.
10. Pursuant to Charter Section 1022, staff determined the work specified on the proposed contract can be performed more feasibly or economically by an Independent Contractor than by City employees.
11. Orkin Services of California, Inc. has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Orkin Services of California, Inc. has been determined by Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance.
13. Orkin Services of California, Inc. will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
14. Orkin Services of California, Inc. has submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Orkin Services of California, Inc. has submitted the MLO CEC Form 50 and will comply with its provisions.
16. Orkin Services of California, Inc. has submitted the Iran Contracting Act and will comply with its provisions.

**CONTRACT BETWEEN THE  
CITY OF LOS ANGELES AND ORKIN SERVICES OF  
CALIFORNIA, INC. FOR PEST MANAGEMENT PROGRAM  
SERVICES AT LOS ANGELES INTERNATIONAL  
AND VAN NUYS AIRPORTS**

**THIS CONTRACT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (hereinafter referenced to as "City"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" and also known as Los Angeles World Airports or "LAWA"), and **ORKIN SERVICES OF CALIFORNIA, INC.**, a Delaware corporation, dba **ORKIN PEST CONTROL**, with its principal local place of business located in Los Angeles, California (hereinafter referred to as "**CONTRACTOR**").

**RECITALS**

**WHEREAS**, LAWA issued a Request for Proposals ("RFP") for an Integrated Pest Management Program for Los Angeles World Airports; and

**WHEREAS**, LAWA subsequently issued six addenda to said RFP; and

**WHEREAS**, a copy of the RFP (but minus the six addenda and the RFP's sample draft contract) is attached as Exhibit A; and

**WHEREAS**, Contractor submitted a proposal and Contractor's Proposal was rated the highest; and

**WHEREAS**, a copy of the Contractor's Proposal is attached as Exhibit B. (The content of Addenda 1 through 6, originally contained in the RFP, have been added to Exhibit B. The "Financials" of the Proposal, while still considered as part of Contractor's Proposal and a term of the Contract, due to its size for convenience purposes has not been attached within Exhibit B.)

**WHEREAS**, the terms and provisions of Exhibits A and B are incorporated by reference into this Contract.

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

**Section 1.0 Definitions.** It is understood that when the following words and phrases are used herein, each shall have the meaning set forth opposite the same:

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

**DEPARTMENT,  
LAWA, OR CITY:** The Department of Airports of the City of Los Angeles

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

CONTRACTOR: Orkin Services of California, Inc., dba Orkin Pest Control

PROJECT: Integrated Pest Management Program

**Section 2.0 Term of Contract.**

2.1 The term of this Contract shall commence on the Effective Date and shall expire no later than three (3) years thereafter, unless earlier terminated pursuant to the terms of this Contract. Notwithstanding the foregoing, City shall have at the sole discretion of the Chief Executive Officer, two (2) two-year options to extend the term of this Contract for a maximum total period not to exceed seven (7) years. In order to be effective, City's exercise of such option(s) by the Chief Executive Officer shall be in writing.

**Section 3.0 Services to be Performed/Provided by Contractor.**

3.1 Contractor shall perform the services set forth in Exhibits A and B and as requested by LAWA.

**Section 4.0 Payment of Contractor.**

4.1 For services performed to the satisfaction of LAWA and in compliance with this Contract, including all the provisions of this Section 4, Contractor will be paid at the rates set forth in Contractor's Proposal.

4.2 Contractor shall submit separate monthly requests for payment for products and equipment provided and for services completed during the billing period. Each request for payment shall contain a cumulative total of all billings and shall identify the billing applicable to each task of Contractor's services, the identity of the persons who performed those tasks, the billing rates, the total number of hours worked, in the billing, monthly and the total number of hours authorized.

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

4.4 City reserves the right to request the use of specific billing templates supplied by LAWA and any additional substantiation regarding any request for payment if the Chief Executive Officer considers such additional substantiation to be in the best interests of City. City will process each request for payment, following City's normal procedure, upon approval of the request for payment by the Chief Executive Officer. In no event may the amount payable under this Contract exceed the sum of Seven Million, Four Hundred Twenty-Six Thousand, Four Hundred and Forty-Nine Dollars (\$7,426,449.00).

4.5 All invoices submitted pursuant to this Contract shall be certified by a duly authorized and knowledgeable officer of Contractor in a statement containing the following:

“I certify, under penalty of perjury, under the laws of the State of California, that to the best of my knowledge and belief, the above bill/invoice is just, true, and correct according to the terms of this Contract, and that payment therefore has not been received.”

4.6 Contractor shall perform a thorough Quality Assurance/Quality Control of each invoice prior to submitting the same to LAWA. Any errors discovered in the Contractor's invoicing will be brought to the Contractor's attention during the review cycle and the Contractor will be given a short time frame to approximately 2-3 days to correct any issues or provide adequate level of support documentation in order to keep the invoice in process. Should the correction not be made in the time specified, the charges will be removed, and the invoices not paid. Should the charges be supported after the deadline they may be resubmitted in the next invoice for consideration; however, if deemed in error or unallowable a second time, the charges cannot be billed again.

4.7 Unless otherwise specifically directed by the Chief Executive Officer, Contractor shall submit all pertinent timesheets for itself, and for all subcontractors, that relate to each of its submitted invoices. Contractor shall also maintain, in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries in each submitted billing statement. Such documentation shall be readily made available to the City, and to its duly authorized representatives, upon request by the Chief Executive Officer.

4.8 City, the Federal Aviation Administration (FAA), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of Contractor, and/or of subcontractors, which are directly pertinent to this Contractor, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain "records", including, but not limited to, books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, sufficient to properly reflect all cost claimed to have been incurred under this Contract. Contractor shall make available to the City and to the Comptroller General, upon request and within a reasonable time, such records, materials and other evidence described herein for examination, audit or reproduction. Such records related to this Contract work shall be maintained and made available by Contractor for three (3) years after final payment on, final termination settlement of, or final dispute resolution of, this Contract, whichever is later. Contractor shall include, in any and all subcontractor agreements under this Contract a provision setting forth the record retention requirements specified in this paragraph.

4.9 Contractor shall comply with all applicable laws, rules, regulations, and shall hold all necessary consultations and conferences with personnel of any and all city, county, state, or federal agencies, as applicable, which may have jurisdiction over, or be concerned with, elements of the work to be performed by Contractor under this Contract.

4.10 LAWA shall, upon receipt and following approval of each payment request, remit to Contractor, at the address specified in this Contract, the appropriate amount.

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

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

#### **Section 5.0 Insurance.**

5.1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on the Insurance Requirements for Los Angeles World Airports pages contained in Exhibit A. The specified insurance shall also, either by provisions in the policies, by LAWA's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described in Exhibit A, hercof with respect to Contractor's acts or omissions in its operations, use, and occupancy of all Airports owned and/or operated by Department (hereinafter collectively referred to as "Airport") or other related functions performed by or on behalf of Contractor in, on or about Airport.

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

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

5.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department, Board and all of City's officers, employees, and agents, their successors and assigns, as insured is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Airport. In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such

insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

5.5 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.

5.6 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 Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in §§11.47 through 11.56 of City's Administrative Code prior to Contractor commencing work under this Contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverage's, 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.

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

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

6.1 Except for the active negligence or willful misconduct of City, Contractor shall, to the fullest extent permitted by law, defend (with counsel satisfactory to City), indemnify and hold harmless City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (collectively "City Defendants") from and against any and all allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation) (collectively "Claims"), prosecuted by anyone for: (a) injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees); (b) damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees), of any type or sort, which arises out of, relates to or is connected with this Contract or the act or omission of Contractor, whether or not contributed to by any act or omission of City; and/or (c) injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees) and/or damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees), of

any type or sort which in any way relates to or is connected to pesticides used by Contractor, whether or not contributed to by any act or omission of City.

6.2 In addition, Contractor agrees to protect, defend (with counsel satisfactory to City), indemnify, keep and hold harmless City Defendants, from and against any and all Claims arising out of any threatened, alleged or actual claim that any end product provided to the City by Contractor infringes any party's invention (patentable or not), patent, trademark, service marks, trade dress, copyright, trade secret, proprietary right, moral right, privacy, sui generis right, or other intellectual property rights, including ideas, concepts, themes, processes, methods, algorithms, other proprietary information or intangible rights (hereinafter referred to collectively as "Intellectual Property Rights"). Contractor further 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. 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 Rights, or (2) any of the licenses procured on behalf of the City under this Contract is to expire, to be terminated or enjoined sooner than the term procured for, Contractor shall immediately notify City of such alleged, actual or potential infringement or license status. Upon City's request, Contractor shall, at Contractor's own expense:

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

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

6.3 In Contractor's defense of the City Defendants under this Section, including but not limited to the 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 §§271, 272 and 273 thereof.

6.4 The provisions under this Section shall survive the termination of this Contract. Rights and remedies available to the City hereinabove shall survive the termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

#### **Section 7.0 High Standards.**

7.1 Contractor warrants that the products and services provided to City under this agreement will conform to high expert, technical and professional standards. In addition, persons performing services in public areas of LAWA premises shall appear and conduct themselves in a

professional manner and be discrete, unobtrusive and minimize any disruption to airline, tenant and/or passenger operations or activities.

**Section 8.0 Intellectual Property and Data Rights.**

8.1 **Ownership.** Except as provided in Section 8.4, all Work Products originated and prepared by Contractor (or its subcontractors) under this Contract shall be and remain the property of the City for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract for LAWA including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property therein. To the extent applicable under the U.S. Copyright Act, all works created by Contractor under this Contract are work-made-for-hire created for the sole benefit and ownership of LAWA. Contractor hereby assigns, and agrees to assign to LAWA, all goodwill, copyrights and trademarks in all Work Products originated and prepared by Consultant under this Contract. Contractor further agrees to execute any documents necessary for LAWA to perfect, memorialize, or record LAWA's ownership of rights provided herein. This paragraph shall survive the expiration or termination of this Contract.

8.2 **Obligations on Sub-contractor.** Any sub-contract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision (on City's ownership in work products) for work to be performed under this Contract to contractually bind or otherwise oblige its sub-contractors performing work under this Contract such that LAWA's ownership rights of all Work Products are preserved and protected as intended herein. Failure of Consultant to comply with this requirement or to obtain the compliance of its sub-contractors with such obligations shall subject Contractor to all remedies allowed under law and termination of this Contract.

8.3 **Information or Data Received.** Any and all information or data received or produced during the course of this Contract is to be used for the sole purpose of the scope for work for this Contract and for the benefit of LAWA.

8.4 **No Transfer of Pre-Existing Intellectual Property.** Nothing herein may be construed to transfer to LAWA any ownership, interest or right in any of the Contractor's intellectual property, trade secrets or know-how that is pre-existing before the commencement of this Contract or that is derived independent of Contractor's performance of this Contract.

8.5 **Non-Infringement Warranty.** Contractor hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. This section shall survive expiration or termination of this Contract.

8.6 **Indemnification of Third-Party Intellectual Property Infringement Claims.** In addition to its obligations elsewhere in this Contract, Contractor will defend (with counsel satisfactory to City) at its sole expense and hold harmless in any infringement claim, demand,

proceeding, suit or action ("Action" hereinafter), LAWA, its board, commissioners, officers, directors, agents, employees, or affiliates ("City Defendants") for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, ideas, concepts, themes, methods, algorithms and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor or subcontractors in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Contractor and/or Sub-Contractor under the Contract. Consultant also shall indemnify LAWA against any loss, cost, expense, liability, and damages awarded against LAWA or settlement as a consequence of such Action.

8.7 In Contractor's defense of the City Defendants, negotiation, compromise, and settlement of any such infringement 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, §§271, 272 and 273 thereof.

8.8 Where any Work Product furnished by Contractor is in a form of software or firmware ("Vehicle"), and if any part of such Vehicle (a) becomes the subject of an Action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; Contractor shall, with the City's consent, do one of the following immediately. Contractor shall at its expense either:

- i) Procure for LAWA the right to continue using said part of the Vehicle, OR
- ii) Replace the Vehicle with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to LAWA or diminish the intended benefits and use of the Work Product by LAWA under the specifications herein.

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

8.10 **Contractor's Trade Secrets.** Trade Secrets, as used in this Contract, are defined in California Government Code §6254.7 and California Evidence Code §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. No Work Products or deliverables created and delivered to City under this Contract may constitute Trade Secrets of Consultant.

8.11 Contractor hereby stipulates that LAWA is not expected to be in possession of any of Contractor's Trade Secrets. In the unlikely event that Contractor revealed any of its Trade Secrets (that is so marked conspicuously on every page) and so notified LAWA in writing that it has revealed its Trade Secrets to City, then LAWA agrees to notify Contractor of any request made pursuant to the California Public Records Act, Cal. Gov. Code, §6250 et seq., ("CPRA") or pursuant to any legal proceeding that includes Contractor's Trade Secrets. LAWA may disclose any of Contractor's Trade Secrets if Consultant does not object in writing to LAWA after five calendar days from the notice transmittal date by the City to Contractor of the CPRA request if within that time Contractor has not obtained a court order blocking disclosure.

8.12 Unless expressly stated otherwise, for all pre-existing third-party and Contractor's intellectual property (if any), including software, required to operate or use any Work Product delivered by Contractor, Contractor hereby grants and will cause others to grant LAWA (including its agents and consultants) a royalty-paid, irrevocable license to use such pre-existing intellectual property and software internally by LAWA (including its agents and consultants).

8.13 **Use of Work Products by Third Parties.** Contractor shall not make available, provide, or disclose any Work Product to any third party without prior written consent of LAWA.

#### **Section 9.0 Assignment or Transfer Prohibited.**

9.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of the Chief Executive Officer.

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

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

#### **Section 10.0 Default and Right of Termination.**

10.1 **Termination for Convenience.** LAWA may terminate this Contract for LAWA's convenience at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt

of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonable and necessary to terminate its activities.

10.2 **Termination for Breach.** If Contractor fails to perform any of the provisions of the Contract, the Chief Executive Officer or his or her designee may terminate this Contract by giving Contractor a Notice of Termination for Breach giving Contractor three (3) days written notice thereof.

10.3 All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record City's ownership of rights provided herein. This section shall survive termination of this Contract.

#### **Section 11.0 Independent Contractor.**

11.1 It is the intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that the Contractor is not an employee of City.

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

#### **Section 12.0 Attorneys Fees.**

12.1 In any action to enforce the terms of this Agreement, each party will be responsible for its own costs and attorney's fees.

#### **Section 13.0 Disabled Access.**

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

#### **Section 14.0 Confidentiality of Information.**

14.1 All data, documents, records, materials, and other information marked "confidential" disclosed, in writing to contractor by LAWA during the term of this Contract are confidential information ("Confidential Information"). Contractor agrees that both during and after the term of the Contract, LAWA's Confidential Information shall be considered and kept as private

and privileged records of LAWA and, except as expressly required by law, will not be divulged, shared or disclosed to any person, firm, corporation or entity except on the prior written authorization of the LAWA Chief Executive Officer.

14.2 If Contractor is presented with a subpoena or a request by an administrative agency regarding any Confidential Information which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Chief Executive Officer and to the City Attorney for the City of Los Angeles, with the understanding that the City will have the opportunity to contest such process by any means available to it before any Program Data are submitted to any court, administrative agency, or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

#### **Section 15.0 Airport Security, Badging and Vehicles**

15.1 This Contract is expressly subject to 49 U.S.C. Chapter 44903, Security, the provisions of which, and all rules and regulations promulgated under it, are incorporated by reference. Contractor must comply, and must cause its subcontractors, guests, and invitees to comply with all such rules and regulations as they apply to them, as well as any other applicable rules and regulations governing the conduct and operation of the City's Airports which may be promulgated from time to time by the Chief Executive Officer/Board.

15.2 If, in the performance of this Contract, any employee of Contractor or any subcontractor in the airfield area(s) has: (i) unescorted access or regular escorted access to secured areas; or (ii) capability to allow others to have unescorted access to airfield or secured areas, then that employee is subject to such employment investigations (including the submission of fingerprints to the City to conduct criminal history record checks) as well as the FAA, the TSA, and other agencies that the City considers prudent.

15.3 All such individuals who pass the requisite employment investigation will be required to participate in a security awareness program and will be issued an identification badge that must be visibly displayed at all times while on the airfield or other secured areas of the Airport(s). They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Administrator of the FAA, the Under Secretary of the TSA and the Chief Executive Officer/Board.

15.4 Failure to comply with applicable rules and regulations may result in administrative actions or judicial prosecution. Contractor will be solely liable for any fines or penalties imposed for violation of rule(s) and regulation(s) by its employees and those of its subcontractors, guests, and invitees.

15.5 All badging requests must be approved in writing by the Chief Executive Officer and or his/her authorized representative managing this contract.

**Section 16.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.**

**16.1 Federal Non-Discrimination Provisions**

16.1.1 The 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 the 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. This Provision binds Contractor from the proposal solicitation period through the completion of the contract. All subcontracts awarded under or pursuant to this Contract shall contain this provision.<sup>1</sup>

**16.2 Municipal Non-Discrimination Provisions.**

16.2.1 **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, physical handicap, marital status, domestic partner status, or medical condition in the Contract, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport.

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

16.2.3 **Equal Employment Practices.** Throughout the term of this Contract, Contractor agrees to comply with §10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification but not limitation, pursuant to §§10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No

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<sup>1</sup> Pursuant to Section 520 of the Airport and Airway Improvement Act of 1982, LAWA contractors must comply with general civil rights requirements prohibiting discrimination in employment practices.

such finding shall be made, or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, canceled, or suspended.

**16.2.4 Affirmative Action Program.** Throughout the term of this Contract, Contractor agrees to comply with §10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification but not limitation, pursuant to §§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 Contract may be deemed to be a material breach of this Contract. No such finding shall be made, or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, canceled, or suspended.

16.3 All subcontracts awarded under or pursuant to this Contract shall contain similar provisions, and Consultant shall require each of its subcontractors to complete a like certification and to submit to Consultant an Affirmative Action Plan acceptable to City.

**Section 17.0 Compliance with Los Angeles City Charter §§470(c)(12) and 609(e).**

Contractor, subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter §470(c)(12) and 609(e) 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. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter §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 §470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract No. Pursuant to City Charter §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 twelve (12) months after the City contract is signed. The Subcontractor is required to provide to Contractor names and addresses of the subcontractor's principals and contract 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.

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

**Section 18.0 Municipal Lobbying Ordinance.**

Contractor shall comply with the disclosure requirements, prohibitions and all of the terms and provisions of the City of Los Angeles Municipal Lobbying Ordinance, Los Angeles Municipal Code §48.01, et seq., throughout the term of this Contract.

**Section 19.0 Living Wage and Service Contract Worker Retention Requirements.**

**19.1 Living Wage Ordinance**

**19.1.1 General Provisions: Living Wage Policy.** This Contract is subject to the Living Wage Ordinance ("LWO") (§10.37, et seq., of the Los Angeles Administrative Code), which 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 Dollar (\$25,000) and a contract term of at least three (3) months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to §10.37.2(b). The LWO requires, among other things, that employers to inform employees 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 §10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to §10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

**19.1.2 Living Wage Coverage Determination.** An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee 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 Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

**19.1.3 Compliance; Termination Provisions and Other Remedies; Living Wage Policy.** If Contractor is not initially exempt from the LWO, Consultant shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance or such other form as the LWO requires. Under the provisions of §10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

#### **Section 20.0 Child Support Orders.**

This Contract is subject to §10.10, et seq., of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this Section, Contractor (and any subcontractor of Contractor providing services to LAWA under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of consultant 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 §5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to §10.10(b) of the Los Angeles Administrative Code, failure of Contractor or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

#### **Section 21.0 Contractor Responsibility Program.**

During the term of this Contract Consultant shall fully comply with Contractor Responsibility Program and the LAWA Contractor Responsibility Program Rules and Regulations. Contractor has submitted its Contractor Responsibility Program Pledge of Compliance and Response to the Questionnaire.

(a) Contractor shall comply with all applicable Federal, state, and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(b) Contractor shall notify LAWA within thirty 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) of this Section.

(c) Contractor shall notify LAWA within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated paragraph (a) of this Section.

(d) Contractor shall ensure that its subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (b) and (c) of this Section.

(e) Contractor shall ensure that their subcontractors comply with paragraphs (b) and (c) of this Section.

The CRP Rules and Regulations are available at <http://www.lawa.org>.

#### **Section 22.0 Equal Benefits Ordinance.**

22.1 Unless otherwise exempt, Contractor shall comply with the applicable provisions of the Equal Benefits Ordinance ("EBO"), §10.8.2.1 of the Los Angeles Administrative Code throughout the term of this Contract. 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 §§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.

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

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

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

Contract may be retained by 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 §10.40, et seq., Contractor Responsibility Ordinance. If the 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 Contract.

**Section 23.0 First Source Hiring Program for Airport Employers (LAX Only).**

23.1 Contractor shall comply with all terms and conditions of the First Source Hiring Program (hereinafter referred to as "FSHP") throughout the term of this Contract.

**Section 24.0 Alternative Fuel Vehicle Requirement Program.**

24.1 Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program, if applicable, throughout the term of this Contract.

**Section 25.0 Business Tax Registration.**

25.1 Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance, §21.00, et seq, 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.

**Section 26.0 Environmentally Favorable Operations.**

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

**Section 27.0 Iran Contracting Act of 2010.**

As per Public Contract Code §§2200-2208, Contractor signed and submitted with its Proposal an Iran Contracting Act of 2010 Compliance Affidavit. Contractor's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Contract.

**Section 28.0 Small Business.**

28.1 Contractor hereby agree and obligates itself to utilize the services of the Small Business Enterprise (SBE) firms designated in its Proposal and any/all subsequent subcontractors that are added on the level designated in its Proposal (specifically, Five Percent (5%) SBE Subcontractor level of participation for the required project designated Work).

28.2 Failure to comply with any of the Program's requirements shall subject the Consultant to the "Penalties" set forth in the Program's Rules.

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

28.4 Failure to comply with any of the terms of this Section (or the terms of this Contract) shall constitute a material breach of contract.

#### **Section 29.0 Compliance with All Applicable Laws.**

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

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

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

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

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

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

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

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

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

30.5 **Laws of California.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the Torrance Branch of the California Superior Court.

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

30.7 **Precedence.** In the event of any inconsistency between this Contract and Contractor's Proposal/Exhibit B, the inconsistency shall be resolved by giving precedence to the provisions of this Contract.

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

30.9 **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.

30.10 **Assignment of Anti-Trust Claims.** Contractor or agrees that, if requested, 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 (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 commencing with §16700) of the Business and Professions Code), arising from the provision and/or sale of good, materials, or services by the Contractor to the City pursuant to this Contract. Such assignment shall be made and become effective at the time the City tender's final payment to the bidder. If the City receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this Government Code §§4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the City any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the City as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

30.11 **Time of Essence.** It is understood and agreed that time is of the essence with regard to Contractor's performance under this Contract.

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

**30.13 Electronic Signatures.** This Contract 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 associated 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 Contract 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 Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract 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 Contract based on the foregoing forms of signature. If this Contract 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.

**Section 31.0 Notices.**

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

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

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

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

**31.2 Notice to Contractor.** Written notices to Contractor hereunder, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Orkin Services of California, Inc.  
1053 Crenshaw Boulevard  
Los Angeles, California 90019**

or to such other address as Contractor may designate by written notice to City. Notice may, at LAWA's option, be given by e-mail to: [rbarr@orkin.com](mailto:rbarr@orkin.com).

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

31.4 All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail. Notice to Contractor may, at LAWA's option, also be given by email and/or fax. Email and/or faxes to Contractor shall be effective one business day after the day of transmission. Notice may also, at LAWA's option, be delivered by a nationally recognized overnight commercial courier service that requires the recipient's signature for delivery and shall be effective (1) business day after delivery by such courier.

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by the Chief Executive Officer 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 \_\_\_\_\_

Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Deputy City Attorney

REVIEWED:

By \_\_\_\_\_  
Deputy Executive Director  
Chief Financial Officer  
Department of Airports

ORKIN SERVICES OF CALIFORNIA,  
INC.

By Patricia K. Smith  
Signature (Secretary)

Patricia Smith  
Print Name

Secretary  
Print Title

By   
Signature

Freeman Elliott  
Print Name

Orkin USA President  
Print Title

# **REQUEST FOR PROPOSAL**



**REQUEST FOR PROPOSALS**  
FOR  
**Integrated Pest Management Program**  
FOR  
**Los Angeles World Airports (LAWA)**

The City of Los Angeles Department of Airports Intends to award one contract to a professional structural pest control company experienced with Integrated Pest Management Programs.

<b>Release Date</b>	<b>Wednesday, June 15, 2022</b>
<b>Due Date</b>	<b>Friday, July 22, 2022</b> <b>11:59 PM – Pacific Daylight Time</b>
<b>Pre-proposal conference (MANDATORY)</b>	<b>Tuesday, June 28, 2022</b> <b>9:00 AM – Pacific Daylight Time</b> Virtual Meeting
<b>Failure to participate in the pre-proposal conference and or sign required addenda will result in Proposer disqualification.</b>	
<b>Deadline to submit all questions</b>	<b>Friday, July 1, 2022</b> <b>3:00 PM - Pacific Daylight Time</b> <a href="mailto:asolorzano2@lawa.org">asolorzano2@lawa.org</a>
<b>RFP Administrator</b>	<b>Gary Abel and Allan Solórzano</b> <b>Los Angeles World Airports</b> <b>Operations &amp; Maintenance Group</b> <a href="mailto:gabel@lawa.org">gabel@lawa.org</a> <a href="mailto:asolorzano2@lawa.org">asolorzano2@lawa.org</a>

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, U.S. mail, or delivery service. Any proposer communicating with Los Angeles World Airports staff other than the RFP Administrator may be disqualified, and their proposal declared non-responsive.

**EXHIBIT A**

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## SECTION 1: THE OPPORTUNITY

### 1.1. Objective

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Through this Request for Proposals (RFP), The City of Los Angeles, a municipal corporation and charter city, acting through its Department of Airports, also known as Los Angeles World Airports or "LAWA", seeks to award one contract to a professional pest control company providing professional, expert, and/or special services to develop, implement and manage an all-inclusive Integrated Pest Management (IPM) program for all Los Angeles International Airport (LAX) and Van Nuys Airport (VNY) facilities for a term of three (3) years with LAWA having at its sole discretion two 2-year options to extend the term of the contract for a maximum total period not to exceed seven (7) years.

IPM is a process for achieving long-term, sustainable, and environmentally-sound pest suppression and prevention through the use of a wide variety of technological and management practices. The basic principle of IPM is to use preventive and pest suppression practices that effectively manage and pose the least hazard to human health and environment.

IPM is a decision-making process that takes into account the wide spectrum of pest problems and the people involved. IPM methods equip members of the IPM Team to design flexible, site-specific pest management plans scaled to the severity of the problem, the level of resources available, and the varied configurations of LAX and VNY structures.

The selected company will be available 24 hours a day and 7 days a week, but if not on site for one or more shifts due to staff regular days off, vacation, or illness, response time must be within 2 hours from time of the call.

LAWA locations may require access to secured areas. Pest control employees must be cleared through fingerprinting and badged through LAWA's Airport Police Division, Security Credentialing Office. The qualified company must maintain an authorized signer's approved status during the term of this contract.

LAWA will provide the necessary space for personnel and materials with the following conditions:

- The Contractor shall furnish and maintain in good condition all equipment required for the proper execution and inspection of Contract work. Facilities provided for Contractor use will be maintained in a manner to keep those facilities in proper working condition at all times.
- Telecommunications & Internet: The Contractor shall arrange for the installation, at its expense, of private outside business phones, computers, wi-fi, and internet access.

- Items to Be Supplied By City: City property shall remain the property of the City in all respects. Upon award of contract to winning Contractor, a list will be created that contains the property that LAWA will supply. Within ten (10) working days, upon request of Chief Executive Officer, or a representative, the Contractor shall render an accounting of all City property. An accounting shall also be submitted at the termination or expiration of Contract period of performance
- The Contractor shall take all reasonable precautions, as directed by Contract Administrator, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect City property.
- City property shall be used only in direct operation of providing Contract services and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.
- The following items will be furnished by City:  
City will furnish space, including locker rooms, commensurate with the Contractor's personnel and operational requirements. (Equipment such as clothes lockers, tables, benches, chairs, etc., will not be provided by City). Space will also be assigned to the Contractor for the storage of an inventory of its bulk supplies, replacement parts, tools, and equipment, which it will use in the performance of work under Contract. These spaces shall be kept neat and clean at all times and returned to the City at the expiration or termination of Contract in reasonably the same condition they were in at the time of entering into the contract. City will not be responsible in any way for damage or loss to the contractor's stored supplies, material, replacement parts, tools, or equipment.

The Contractor Shall Adequately Prevent, Suppress and Eradicate when required the Following Pests

Service shall include, but not limited to: feral animals including cats, rodents, and ALL insects (including but not limited to cockroaches, ants, termites\*, silverfish, earwigs, spiders, weevils, crickets, fleas, gnats, bees, wasps, yellow jackets and hornets), birds (including but not limited to pigeons and seagulls), reptiles, and amphibians.

\*When conditions require the eradication of pests, including from regular inspection and recommendations by the Contractor, all work must be approved by the Contract Administrator and billed as a single service at an hourly rate as listed in the Cost Proposal. If the Contractor does not perform the needed eradication, a sub-contractor may be listed to perform the related work. Sub-contractor(s) must be identified in the Proposal. LAWA reserves the right to seek other eradication quotes from other companies for the purpose of competitive cost comparisons.

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**1.2. Background**

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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 (CEO) administers LAWA and reports to the BOAC. LAWA operates and maintains Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

LAWA facilities, and tenants, concessionaires and airlines that lease property from LAWA, have independent pest management programs that in some areas have overlapping coverage, and in other areas no treatment or responsible entity.

**LAX Statistics:**

- Fifth busiest airport in the world with 48 million passengers in 2021.
- 88.1 million annual passengers and an average 700 daily nonstop flights to 113 destinations in the U.S. and 1,200 weekly nonstop flights to 91 markets in 46 countries on 72 commercial airlines in 2019
- 560,000 annual departures and landings.
- 9 passenger terminals. 5 have Federal Inspection Service (FIS) facilities.
- 15 million plus square feet of various hangars, offices, shops, terminals, storage buildings, and airfield operations area space.

In 1979, the Council on Environmental Quality (CEQ), an advisory body to President Carter, issued a report entitled Integrated Pest Management, which included recommendations that IPM be adopted as official policy in the United States. This new Federal policy was announced to the nation in the President's State of the Union address that year. It represented a significant shift in thinking about an appropriate approach to pest management in this country.

LAWA's objective is an IPM Program that responsibly, effectively and economically uses pest management practices with the least possible hazard to people, property, and the environment.

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**1.3. Scope of Services**

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The City of Los Angeles Department of Airports is soliciting professional structural pest control services in the area of Integrated Pest Management (IPM). The general categories of services to be provided include, but are not limited to, the following:

- Develop a written Integrated Pest Management Program (IPM) for Los Angeles International Airport (LAX), and Van Nuys Airport (VNY), a general aviation airport, inclusive of all LAWA property whether LAWA occupied or leased property to tenants, concessionaires, and airlines covering a total of approximately 15 million plus square

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feet. The written IPM must be completed within 6 months of LAWA's execution of contract.

- Inventory all facilities that require treatment and pest control.
- Assess the needs of the facilities and compliance requirements.
- Follow best in-industry standards.
- Implement the IPM over a three (3) year period, with two, two-year renewal options, maintain staff on-site, schedule regular and on-call inspections and treatment, manage the IPM, and provide reports.

**More specifically, the IPM will include:**

Pest control and management in the following LAX facilities:

**Terminals**

- Passenger hold rooms
- Food concessions
- Retail concessions
- Airline leased spaces (Offices, shops, storage, etc.)
- Storage rooms
- Ramp areas (Common areas, GSE contractors, lunchrooms, etc.)
- Trash compactors and trash collection bins
- FIS facilities
- TSA facilities
- Locker rooms
- Terminal Cores

**Central Terminal Area (CTA) facilities**

- Automated People Mover Stations
- Theme Building
- Central Utility Plant
- Administration Buildings
- Parking Structures

**Outlying facilities**

- Administration Building East
- Administration Building West
- Intermodal Transportation Facility - West
- Maintenance Administration
- Maintenance Shops
- Warehouse
- Airport Police Facility
- Project Management Trailers
- Bus Operations
- Hangar 1
- Flight Path
- Child Care Center
- Records Retention

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**Pest control and management in the following VNY facilities:**

- Maintenance Shops/Yard
- Airport Police Station
- Administration Building

**Develop and document the IPM**

- Inventory all the facilities
- Assess the needs for each facility
- Develop check lists for inspections, maps for trap placement/bait stations, etc.
- Recommend sustainable processes and materials Establish staffing levels

**IPM Administration**

- Coordinate with stakeholders' treatment plans and inspections.
- Perform training and education of stakeholders
- Receive and respond to service calls.
- Perform routine inspections and identify all pests found.
- Document and track all IPM activities.
- Reporting –
  - Produce daily reports and action recommendations. Notify the overall responsible party when pest action location/building thresholds set by Contractor and approved by Contract Administrator are reached or exceeded.
- Staffing –
  - Provide technicians to cover three (3) shifts 24/7 for treatment, inspections, response, training, reporting, etc.
  - Provide one (1) supervisor on site during day shift.
- Facilities may be added or removed from the IPM as requested by the LAWA Contract Administrator. The contractor shall credit or debit the associated charges for such action. Response time to any addition or deletion of a structure must be within 2 weeks from written notification.

**\*\* - Note -** For all services performed in public areas, such as in the terminals, the pest control services should be discreet, unobtrusive, and minimize any disruption to passenger operations.

**Los Angeles International Airport Approximate Total Building Area is 15 million plus square feet.**

**Van Nuys Airport total building area is 75,000 plus square feet**

The Contractor will need to be flexible in adjusting the Scope of Work as LAWA requests.

Coordinate compliance with USDA, Los Angeles County Health Department and other appropriate regulatory agencies.

Structure demolition planning projects are not common but do take place about 1-2 time per year, and when required the Contractor shall participate in demolition planning meetings prior to commencement of demolition of structures. The Contract Administrator will advise the Contractor if a demolition project requires participation to coordinate the safe and effective continuation of pest management plans through the demolition process. Contractor shall

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develop a pest management plan around the demolition perimeter to ensure pests do not migrate to other facilities. The plan must be presented to the contract administrator two weeks prior to the start of the project for approval. Contractor will meet and collaborate with demolition contractor's pest management contractor, and advise contractor when necessary to ensure pest management plans are effective in suppressing pest migration.

Contractor will attend demolition project meetings and provide progress reports on pest management activities.

#### **1.4. Qualifications**

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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 Proposer need not have all the required skills and experience in house, but may assemble a team to provide the necessary skills and experience ("Proposal Team"). The Proposal Team may be assembled in a variety of ways, including through contracting, partnering, joint venturing, etc. It will be the entirety of the proposal team that will be evaluated and scored.

Minimum qualifications:

LAWA desires to select a Proposer able to demonstrate that its team possesses technical integrated pest management knowledge, and possesses at least 10-years' experience applying that knowledge in facilities as listed in the Scope of Work that are equally sized in leased or occupied square footage .

Must have the ability to staff personnel 24/7.

Must have a State of California Structural Pest Control Board License.

The Proposer should be knowledgeable in Integrated Pest Management programs and all Federal, State, County and City rules and regulations regarding safe and humane ways of handling pest problems. At a minimum, the successful Proposer(s) must demonstrate that its team members possess technical knowledge in the areas of Integrated Pest Management and regulations of any and all regulatory agencies regarding pest management. This requirement may be met by the collective professional experience of the members of the successful Proposer's team.

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## SECTION 2: THE PROPOSAL

### 2.1. CONTENTS

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Proposers must:

- Verify that the proposal is complete and the company 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.

Written submittal to this RFP will be the primary basis on which LAWA will consider its award for the contract; therefore, Proposers should be thorough, detailed and as concise as possible when responding to each proposal item and assembling a proposal. In the written proposal, Proposers must include responses to all proposal items requested. Proposers will not be able to add to or modify their proposals after the proposal due date. LAWA may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies.

In submitting the proposal, the Proposer agrees that the proposal will remain subject to acceptance for three (3) months after the proposal submission deadline.

Proposals must contain all of the following:

#### 2.1.1 Cover Letter

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The cover letter, which will be considered an integral part of the proposal, should be on official company letterhead, identify the Proposer's legal structure (refer to Section 1.4) and be signed by the person or persons who have legal authority to bind the company in contractual matters with LAWA. It should also contain their contact information. A copy of the Corporate Resolution or other appropriate evidence of authority should be attached to the cover letter. 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

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Include a Table of Contents listing the various sections included in the proposal.

#### 2.1.3 Executive Summary

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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. (3 pages maximum)

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#### **2.1.4 Understanding of the Assignment**

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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 Integrated Pest Management Program 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. (3 pages maximum)

#### **2.1.5 Methodology and Approach**

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Proposers should read, review and understand this RFP, all the attachments and any addendum issued. The Proposer should submit a Proposal in accordance with the instructions given within this RFP.

#### **2.1.6 Organization and References**

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A. Organizational Chart and Proposal Team Identification (1 page maximum – 11" x 17")

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. Names and titles of individuals who will be involved in this project (with company affiliation).
- b. A responsibility matrix indicating the reporting structure and task responsibilities of each member of the project team.

B. Proposal Team Description (3 pages maximum)

Provide resumes of proposed key staff as an appendix. Include everyone required to perform the 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. Company Profile (2 pages maximum)

Provide a description of the Proposer.

- 
- 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 company, 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.

**D. Experience and References**

List up to five non-City, non-LAWA, references with which the Proposer has conducted IPM services during the past three years using the reference form provided in Section 5.1: Proposer's Experience and References Form. References must include:

- a. Company
  - i. Company Name
  - ii. Business Type
  - iii. Address
- b. Contact Person

The person should be the contract manager or principal individual with direct knowledge of contract and service performance.

  - i. Contact Person Name
  - ii. Title
  - iii. Address
  - iv. Telephone Number
  - v. Email Address
- c. Project/contract start date
- d. Project/contract end date
- e. Description of the project/contract:
  - i. Name of Project
  - ii. IPM Program description
  - iii. Address and location of service provided
- f. Contract Value

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 Section 4.1: Administrative Requirements of this RFP.

LAWA, in its sole discretion, reserves the right to request additional references, to

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contact and verify all references, and to request additional supporting information from the Proposer as LAWA deems necessary.

### **2.1.7 Inclusivity at LAWA**

Los Angeles is one of the most diverse cities in the world. LAWA seeks Proposers committed to the values of diversity, equity, inclusion, and opportunity for local workers and qualified small, local, disabled veteran-owned, and other under-utilized businesses. LAWA is committed to creating, and values, an environment that provides all individuals and businesses open access to LAWA opportunities. Consistent with LAWA's commitment to diversity, equity, inclusion, and opportunity, the contract to be awarded pursuant to this RFP is subject to mandatory local hire and subcontractor utilization inclusivity commitments ("Inclusivity Commitments"), which are a part of LAWA's Business Enterprise Programs ("BE Programs"). LAWA's BE Programs include firms certified in categories designated as Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and/or Disabled Veteran Business Enterprise (DVBE) (hereafter "Certified Firms.")

For more information regarding LAWA's BE Programs, visit LAWA's website at <https://www.lawa.org/lawa-businesses/lawa-business-inclusivity-programs>

In preparation to respond to this Proposal, LAWA encourages all Proposers to engage in meaningful efforts to pursue subcontracting, mentoring, joint venturing, teaming, and/or other partnering opportunities with Certified Firms in all aspects of the work specified in the Proposal.

The Successful Proposer's Inclusivity Commitments, including its BE Program and Certified Firm commitments, will become a part of the final Agreement between LAWA and the Successful Proposer, along with any additional terms and conditions specified and required by LAWA. Such Agreement shall include a robust program by which LAWA will monitor the Successful Proposer's compliance with the Inclusivity Commitments set forth in its Agreement, along with any other requirements specified by LAWA.

#### **MANDATORY MINIMUM REQUIRED BUSINESS ENTERPRISE PROGRAM PARTICIPATION PERCENTAGES AND LEVELS**

LAWA has in place mandatory SBE Program requirements which obligate the Successful Proposer to meet minimum Contracting participation percentages for the Integrated Pest Management Program designations specified for this Agreement. The Certified Firm participation requirements for this Agreement are set forth in the Administrative Requirements section of the Proposal.

To be deemed responsive to this Proposal, Proposers must commit to meet or exceed the mandatory minimum BE Program participation requirements set forth herein.

As noted above, such Inclusivity Commitments will become a part of the final executed Agreement between LAWA and the Successful Proposer. Additionally, as a part of the Agreement, LAWA will include a robust monitoring and compliance program, discussed in

greater detail below.

Proposers who opt to exceed the mandatory minimum BE Program participation requirements, and/or who choose to Joint Venture (JV) with one or more Certified Firms, may be scored more favorably, subject to Proposer providing a credible Inclusivity Plan demonstrating the Proposer's ability to achieve the enhanced Inclusivity Commitments. Proposer's enhanced Inclusivity Commitment should be supported by the Proposer's/JV's Contractor utilization plan, including Proposal-listed Subcontractors to be utilized at rates consistent with the pledged Inclusivity Commitment.

Successful Proposers who are certified SBEs, shall receive 100% SBE credit for the value of the awarded Contract. If the Successful Proposer is a Joint Venture, with a certified SBE Joint Venture partner, Successful Proposer will automatically receive SBE participation credit equal to the Joint Venture percentage participation or equity stake of the SBE-certified Joint Venture partner.

The Successful Proposer shall be responsible for determining the BE Program certification status of its Contractors at the time the Contractor utilization plan is submitted, and throughout the term of the Agreement.

**HOW BUSINESS ENTERPRISE PROGRAM ACHIEVEMENT IS CALCULATED**

The BE Program participation requirements are percentages of the total contract value.

In making assessments of whether the Successful Proposer has met its BE Program and Certified Firm utilization Commitments, LAWA will:

- a. where a Contractor or Subcontractor is certified in more than one of the required BE Program and Certified Firm categories, include the Contractor and/or Subcontractor in the calculation of participation levels for each category for which it is certified; and
- b. include in the calculation of participation levels only the value of the Work directly performed by the Certified Firm Contractor at all tiers.

XBE Firm's Work Performed  
 = XBE Firm's Contract Payments (in Dollars)  
 -Value of XBE Firm's Subcontract Payments (in Dollars)

$$XBE \text{ Utilization (Dollar Value)} = \sum \text{Work performed of all XBE firms in a given certification}$$

$$XBE \text{ Utilization \%} = \frac{XBE \text{ Utilization (Dollar Value)}}{Total \text{ Contract Value}}$$

The Successful Proposer shall report, or cause to be reported, all payments made to all Contractors and Subcontractors working on the Project, regardless of the Contractor or Subcontractor's certification status or tier.

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**2.1.8 Financial Capability**

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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.

On a separate binder from the main proposal the Proposer must provide the following:

- 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 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' financial information if the Proposer is an LLC or LLP.

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**2.1.9 Cost Proposal**

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The cost shall include the following using the reference form provided in Section 5.2: Cost Proposal Form:

- Labor cost to staff the program for the following classifications: one technician for each shift (day, swing and graveyard) and one supervisor for day shift.
- Cost summary of equipment and materials that will be included in hourly rates.
- Any costs to write and develop the IPMP plan whether lump sum or with hourly labor staff for the program.
- And specify any other costs required to manage the IPM program.

All needed eradication to be billed separately. The cost of eradication equipment and materials shall be included in eradication technician hourly rates.

**ANNUAL PRICE ADJUSTMENT:**

Annual Price adjustments may be requested after the first year and must be documented in writing on company letterhead, by providing evidence of the corresponding increase(s) in contractor's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing and/or living wage determinations, etc. and approved by the Procurement Services Division. Contractor must refer to the contract number when submitting its written request for a price increase to Procurement Services Division, at 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045.

Price increases are not guaranteed and no price increase will be granted without prior approval of the Procurement Services Division. Price reduction may be issued at any time.

## 2.2. PROCESS

### 2.2.1 Pre-Proposal Conference

The purpose of this conference is to discuss the requirements and objectives of the RFP and respond to questions. Attendance at this pre-proposal conference is **MANDATORY** and required in order to submit a proposal. Failure to participate in the pre-proposal conference and or sign required addenda will result in Proposer disqualification.

The pre-proposal conference is scheduled on:

Date: Tuesday, June 28, 2022  
Time: 9:00 a.m. to 12:00 p.m. including one hour to virtually tour some of the facilities

Location: Virtual Meeting

Note: RSVP is required  
Contact Allan Solorzano via email at [asolorzano2@lawa.org](mailto:asolorzano2@lawa.org)  
Provide your company's name and name/title of all attendees.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request to the point of contact organizing this meeting at least five (5) business days prior to the meeting you wish to attend. The point of contact will then request the resource through the LAWA ADA Office. For additional questions regarding special accommodation, please email the ADA Coordinator at [ADAOffice-LAWA@lawa.org](mailto:ADAOffice-LAWA@lawa.org).

### 2.2.2 Questions and Answers

Any questions regarding the proposal requirements and any additional proposal criteria, instructions, or corrections, if any, received prior to the pre-proposal conference, may be discussed at the pre-proposal conference. All questions received by the deadline established below will be addressed in an addendum posted to [www.rampla.org](http://www.rampla.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.rampla.org](http://www.rampla.org). Thus, all companies submitting proposals in response to this RFP must register in [www.rampla.org](http://www.rampla.org).

All questions or requests for clarification on the RFP must be clearly presented in writing and transmitted by email no later than Friday, July 1, 2022, at 3:00 PDT to Allan Solorzano via email at [asolorzano2@lawa.org](mailto:asolorzano2@lawa.org). Question responses will be posted in an

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addendum to [www.rampla.org](http://www.rampla.org) on Friday, July 8, 2022.

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, fax number, and e-mail address.

If a proposer claims that any provision of the Request for Proposals is unduly restrictive, improper or otherwise preclude a proposer from submitting a proposal the proposer must submit its request in writing that the Request for Proposals be modified not less than five (5) business days before the proposal due date. This Pre-Award Protest Procedure and time limit is mandatory and a proposer's sole and exclusive remedy and a proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue any Pre-Award Protest, including filing a Government Code claim or legal proceedings.

### 2.2.3 Submission Instructions

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.

Proposals must be submitted electronically through the following process:

**Step 1:** Please scan your proposal documents as PDFs with the following name format:

***Pest\_CompanyName\_PartA\_WrittenProposal.pdf***  
***Pest\_CompanyName\_PartB\_AdminRequirements.pdf***

**Step 2:** Please click on the following to submit your two 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/5afd4e79abc14b4f8cb4f8f66554da67>

#### Important Notes Regarding Proposal Submittal:

- Files **must** be successfully uploaded by the due date and time. Please start the upload process at least one 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 Javler Gomez at [jgomez@lawa.org](mailto:jgomez@lawa.org) and Dana Tomlnaga at [dtominaga@lawa.org](mailto:dtominaga@lawa.org).

The proposal must be received by LAWA by 11:59 p.m. PDT on Friday, July 22, 2022. LAWA will not consider any proposals received after the due date and time, July 22, 2022 no later than 11:59 p.m. PDT.

## 2.2.4 Evaluation and Selection Procedure

### A. Evaluation Criteria

LAWA has established specific evaluation criteria to assist in the evaluation of proposals. The criteria are as follows:

Item	Evaluation Criteria	Points
1	Experience of the Proposer as a Company, including past performance of the Company on contracts of similar size and scope.	25
2	Experience and Qualifications of Personnel on the Proposer's Team	15
3	Demonstrated Understanding of the Scope Of Work as detailed in Section 1.3 of the RFP	15
4	Inclusivity	10
5	Proposed level of fees including Labor, materials, equipment and administrative costs.	35
	<b>Total Points</b>	<b>100</b>

### 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 staff 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.

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Furthermore, LAWA 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 LAWA elects to establish a short list among the Proposers, LAWA 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 member's overall score for each proposal will be converted to rankings (i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.). These rankings among Evaluation Panel members will then be added to determine the overall ranking by the Evaluation Panel. The proposal with the highest combined ranking total will be the consensus choice of the Evaluation Panel. Total points will be used to break any ranking in ties.

#### D. Approval of Selection and Award of Contract(s)

Once contract negotiations are completed, the selected Proposer(s) will be required to enter into an Agreement with LAWA containing substantially the same terms and conditions as set forth in the Sample Contract attached. Any such contract will be subject to award by the BOAC and Los Angeles City Council after approval as to form by the City Attorney. LAWA reserves the right to award a contract 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.

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**SECTION 3: THE CONTRACT****3.1. Contracting with LAWA**

It is the intent of LAWA to negotiate a contract with the selected proposer. The Agreement will be substantially the same as the draft Agreement attached in section 5.3.

The contract for the IPM Program at LAX will be awarded by the BOAC and the 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.

**3.2. Payment for Services Rendered**

The selected Contractor will submit invoices requesting payment for the services completed on the schedule agreed upon in the contract. The contract will also determine how additional charges (if allowed) such as, City-approved reimbursable expenses incurred and labor hours incurred by personnel during the billing period will be invoiced. The selected Contractor will attach to each billing a status report specifying and itemizing in detail the tasks and deliverables, total monthly fees and expenses, and cumulative fees and expenses incurred to-date. Certain definitive tasks or deliverables may be paid on a task-fee basis if the contract stipulates. Other specific billing instructions will be described in the contract language.

**SECTION 4: APPENDICES**

**4.1. 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](mailto: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.

- **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 for an amount not less than ten percent (10%) of the amount bid, 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](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](http://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/pollproc/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.

**Bidder/Proposer/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](http://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 the Bidder Certification CEC Form 50 with the bid/proposal 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](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](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 5% 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)
- Subcontractor Participation Plan

The following supplementary information is available at [www.lawa.org](http://www.lawa.org):

- SBE Rules and Regulations
- SBE Certification Application and Information

#### **11. LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)**

Proposers certified as a Local Business Enterprise (LBE) with the City of Los Angeles are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on LAWA contracts in excess of \$150,000. Please see the attached LBPP document for the program rules.

In order to be given the preference as a certified LBE, your **Local Business Certification – Affidavit of Eligibility** must be uploaded to RAMPLA and approved by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance and listed on RAMPLA as such *prior* to the proposal due date in order to participate in the LBPP.

Note: For the purpose of this RFP, the Harbor LBE certification is not applicable.

Certification as an LBE is valid for two years from the date of approval. Applicant firms must be re-certified on a bi-annual basis with the Office of Contract Compliance. For questions concerning the Local Business Preference Program, contact the Office of Contract Compliance at (213) 847-2684.

If you are a certified LBE by the City of Los Angeles you must indicate your RAMP Company ID Number here: \_\_\_\_\_

Subcontractor Participation Plan:

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 LBPP preference.

#### **12. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX)**

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 [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@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 EEOC 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 at least 10% of the total amount of your bid/proposal?
- 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 at least 10% of the total amount of your bid/proposal?
- Is the cashier's check attached to the Instructions form and enclosed in the Packet?

#### C. Surety Bond

- Is the amount of the bond at least 10% of the total amount of your bid/proposal?
- Is the bond completed and signed by the surety company?
- 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) enclosed?

**10. LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)**

- Local Business Certification – Please refer to the attached RAMP Instructions for more information.

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

**11. AFFIRMATIVE ACTION**

- Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

**12. ASSIGNMENT OF ANTI-TRUST CLAIMS**

- Have you read and agreed with California Government Code Sections 4550 – 4554?

**13. CHILD SUPPORT OBLIGATIONS**

- Have you read and agreed with Child Support Obligations provisions?

**14. FIRST SOURCE HIRING PROGRAM**

- Have you read and agreed with First Source Hiring Program provisions?

**15. 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

# Vendor Identification Form

# VENDOR IDENTIFICATION FORM

**ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.**

GENERAL INFORMATION													
Legal Name:		Doing Business As:											
Are you an Independent contractor eligible to receive a 1099-MISC? No <input type="checkbox"/> Yes <input type="checkbox"/> EIN or SSN:		License or Registration Number (if applicable):											
(A TIN (SSN or EIN) and W-9 are required)		Payment Terms (code):											
Ownership:		Seller's Permit Number (if applicable):											
<input type="checkbox"/> Individual / Sole Proprietor	<b>Applicable to Out-of-state Vendors:</b> Submit per CA FTB Pub 1017, Resident/ Nonresident Withholding Guidelines for information go to : <a href="http://www.ftb.ca.gov/">www.ftb.ca.gov/</a> <input 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: <a href="https://www.irs.gov/publications/p515">https://www.irs.gov/publications/p515</a>	BTRC/Vendor Registration Number:											
<input type="checkbox"/> Corporation		<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> </tr> </table>											
<input type="checkbox"/> Partnership		<input type="checkbox"/> BTRC/VRN application pending (please attach the application)											
<input type="checkbox"/> Governmental Entity		For instructions please go to: <a href="https://latax.lacounty.org/oofweb/eappreg/eappreg_criteria.cfm">https://latax.lacounty.org/oofweb/eappreg/eappreg_criteria.cfm</a>											
<input type="checkbox"/> Other (specify):													
BUSINESS ADDRESS													
Street:	Suite #:	Contact Person:											
City:		Contact Person's Title:											
State:	Zip Code:	Fax:	Phone:										
Website:		Email:											
Remittance address (if required and different from the above):													
BUSINESS INFORMATION													
Service Area: International <input type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> Local <input type="checkbox"/>		Years in Business: _____	Number of Employees: _____										
BUSINESS CERTIFICATION (Check all that apply)													
<input type="checkbox"/> Woman-Owned Business Enterprise (WBE)		<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)											
<input type="checkbox"/> Minority Business Enterprise (MBE)		<input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise											
<input type="checkbox"/> Small Business Enterprise (according to SBA criteria)		<input type="checkbox"/> Small and Local Business Enterprise (SLB)											
<input type="checkbox"/> Minority Women Business Enterprise (MWB)		If required, please attach copies of all applicable certifications.											
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 \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Project name:		Eg: LAVA Use only		Project No:	
Requesting Division:		Contact Person:		Phone No:	
SAP Action (send the form to FAMS Support Desk): <input checked="" 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](mailto:procurementrequirements@lawa.org)

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount

EXHIBIT A

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 "not less than ten percent (10%) of the aggregate sum of the bid" [Los Angeles Administrative Code (Section 10.15 (d))], unless the instructions to Bidders/Proposers expressly states a fixed sum in a different amount.

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, \_\_\_\_\_, 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 Oblige, in the sum of ten percent (10%) 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 Oblige the aforementioned sum of ten percent (10%) 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](mailto:ethics.commission@lacity.org)

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(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

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

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[ethics.lacity.org](http://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.

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.

### 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. <b>SCHEDULE A – Bidder's Principals</b> (check one)<br>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).<br>At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2. <b>SCHEDULE B – Subcontractors and Their Principals</b> (check one)<br>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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 3. <b>TOTAL NUMBER OF PAGES SUBMITTED</b> (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
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**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.

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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.

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

### **OPTION #2: EXEMPTION**

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

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

# 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.eoss@lacity.org](mailto:bca.eoss@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 BBO 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.

Company Name will comply with the Equal Benefits Ordinance requirements 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

BJN/TIN

Insurance



**RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS**

**NAME:** \*\*\*\*\* Integrated Pest Management Program (IPMP) for LAX and VNY \*\*\*\*\*  
**AGREEMENT:** RFP / Provide Professional Structural Pest Control Techniques, including Integrated Pest Management Programs  
**LAWA DIVISION:** FMUG – Administration  
**WIZARD NO.:** 10078

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 evidence of insurance 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.

- |   | <u>LIMITS</u>                |
|---|------------------------------|
| <input checked="" type="checkbox"/> <b>Workers' Compensation</b>  | <b>Statutory</b>             |
| <input checked="" type="checkbox"/> Waiver of Subrogation, specifically naming LAWA<br><b>(Please see attached supplement)</b>                  |                              |
| <input type="checkbox"/> Voluntary Compensation Endorsement   |                              |
| <br>  |                              |
| <input checked="" type="checkbox"/> <b>Commercial Automobile Liability - covering owned, non-owned &amp; hired auto</b>                         | <b><u>\$1,000,000CSL</u></b> |
| <br>  |                              |
| <input checked="" type="checkbox"/> <b>Aviation/Airport or Commercial General Liability - including the following</b>                           | <b><u>\$1,000,000</u></b>    |
| <input checked="" type="checkbox"/> Premises and Operations   |                              |
| <input checked="" type="checkbox"/> Contractual (Blanket/Schedule)  |                              |
| <input checked="" type="checkbox"/> Independent Contractors   |                              |
| <input checked="" type="checkbox"/> Personal Injury   |                              |
| <input type="checkbox"/> Products /Completed Operations   |                              |
| <input checked="" type="checkbox"/> Additional Insured Endorsement <b>(Specific endorsements required. See attached supplement)</b>             |                              |
| <br>  |                              |
| <input checked="" type="checkbox"/> <b>Professional Liability - Claims-made policy</b>  | <b><u>\$1,000,000</u></b>    |
| *Continuous coverage for three years after contract completion,<br>or three-year extended reporting period beginning after contract completion. |                              |

**CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT**

**\*\*\*RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE\*\*\*\*\*  
PLEASE SUBMIT ALL DOCUMENTS TO RISKINSURANCE@LAWA.ORG**

**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.

**LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE AS AN ENDORSEMENT, AND A SPECIFIC ENDORSEMENT IS REQUIRED.**

**BLANKET ENDORSEMENTS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.**

***PLEASE SUBMIT ALL DOCUMENTS TO [RISKINSURANCE@LAWA.ORG](mailto:RISKINSURANCE@LAWA.ORG)***

## 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](mailto: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  
2<sup>nd</sup> Floor  
Los Angeles, CA 90045  
[riskinsurance@lawa.org](mailto: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 Walver 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.



# 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.



SMALL BUSINESS ENTERPRISE PROGRAM

# 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:**

<p>This Project has the following mandatory participation levels:</p> <p style="text-align: center;">SBE <u>  5  </u> %</p> <p style="text-align: center;">LBE <u>  0  </u> %</p> <p style="text-align: center;">LSBE <u>  0  </u> %</p> <p style="text-align: center;">DVBE <u>  0  </u> %</p>	<p>If awarded the contract, the selected Proposer/Bidder commits to achieving the following participation levels on the Project:</p> <p style="text-align: center;">SBE _____ %</p> <p style="text-align: center;">LBE _____ %</p> <p style="text-align: center;">LSBE _____ %</p> <p style="text-align: center;">DVBE _____ %</p>
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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=&nls=20](http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=pcc&codebody=&nls=20)).

Any reduction, increase, or other change to the SBE, LBE, LSBE or DVBE 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](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.

<b>CERTIFICATION</b>	
The Bidder/Proposer certifies that it/he/she has read and understood the SBE, LBE, LSBE and DVBE Program Rules and Regulations (located at <a href="http://www.lawa.org/welcome_LAWA.aspx?id=146">http://www.lawa.org/welcome_LAWA.aspx?id=146</a> ) 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	

**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 Program<sup>1</sup>  
*or*
- The State of California Small Business (SB) Program<sup>2</sup>, *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?
<u>Federal Small Business Administration (SBA)</u>	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
<u>L.A. County Metropolitan Transportation Authority (METRO)</u>	SBE, DBE	Yes
California Unified Certification Program (CUCP) Agencies: • <u>City of Fresno</u> • <u>City of Los Angeles</u> • <u>San Diego County Regional Airport Authority (SAN)</u> • <u>San Francisco Bay Area Rapid Transit District (BART)</u> • <u>San Francisco International Airport (SFO)</u> • <u>San Francisco Municipal Transportation Agency (SFMTA)</u> • <u>San Mateo County Transit District (SAMTRANS)</u> • <u>Santa Clara Valley Transportation Authority (VTA)</u> (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

<sup>1</sup> For information regarding the size standards used by the Federal SBA 8(a) Business Development Program, see [https://www.nalcs.com/wp-content/uploads/2017/10/SBA\\_Size\\_Standards\\_Table.pdf](https://www.nalcs.com/wp-content/uploads/2017/10/SBA_Size_Standards_Table.pdf)

<sup>2</sup> 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.

<sup>3</sup> 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](http://www.dot.ca.gov/hq/bep/find_certified.htm)

<sup>4</sup> 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](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](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://bca.lacity.org/index.cfm?nxt=slb&nxt_body=slbindex.cfm)
- [http://www.lawa.org/uploadedFiles/LAWA/Business/SBE\\_Directory.pdf](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.rampla.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 RAMPLA: <https://www.rampla.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 falling 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 RAMPLA: <https://www.ramp1a.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.

## 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: \_\_\_\_\_

EXHIBIT A

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:				
ADDRESS:				
CITY/STATE/ZIP:				
CONTACT NAME:				
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:				
ADDRESS:				
CITY/STATE/ZIP:				
CONTACT NAME:				
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:

EXHIBIT A

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 #:				
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 #:				
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 #:				
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	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.

EXHIBIT A

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

LOCAL BUSINESS PREFERENCE PROGRAM

**PROPOSAL**

(Pages LBPP-1 through LBPP-6)

**LOS ANGELES WORLD AIRPORTS (LAWA)**

**REQUEST FOR PROPOSALS - LOCAL BUSINESS PREFERENCE PROGRAM  
(LBPP)**

Board of Airport Commissioners Resolution No. 25919

Effective: April 1, 2016

Local Business Prime 8%

Or

Local Business Subcontractor (s) Up to  
5%

**MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON  
LAWA-FUNDED CONTRACTS GREATER THAN \$150,000.**

**A. General**

This program is subject to the policies and requirements established by the Board of Airport Commissioners (BOAC). LAWA established the LBPP to be consonant with the provisions of Article 21, Section 10.47 et seq. of the City of Los Angeles Administrative Code and as part of its commitment to help local business participation in LAWA contracts. LAWA's LBPP seeks to leverage funds expended under contracts to stimulate local business activities, encourage businesses to set up operations locally, and to augment local job creation efforts. It will also lay a foundation for a sustainable local economic development by promoting the creation, expansion, and retention of local businesses.

**LAWA shall opt out of the LBPP when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. LAWA can opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, LAWA is entitled to determine at any time that it is not in LAWA's best interest to grant a Proposal preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business.**

**Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.**

**B. Participation Criteria for Local Business Preference Program**

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Regional Alliance Marketplace for Procurement (RAMPLA) website at <https://www.rampla.org>. Determination of qualification as a local business by any entities other than BCA/OCC, or by any other means other than submission of an affidavit on RAMPLA shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on RAMPLA as such prior to the proposal deadline in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA/OCC and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted.

**C. Definitions**

1. "Awarding Authority" means the Board of Airport Commissioners.
2. "Contract" means a written agreement involving consideration in excess of \$150,000 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
3. "Contractor" means the person, business or entity awarded the Contract by the Awarding Authority.

4. "Bid Price" means the dollar amount after the proposer's quoted price is adjusted for evaluation in accordance with applicable provisions.
5. "Evaluation Points" are the points awarded to the Proposer by LAWA after full evaluation of the Proposal to calculate the merit of all submitted proposals. The total of the Evaluation Points awarded yields the Proposers "Evaluation Score."
6. "LAWA" means the City of Los Angeles, Department of Airports also known as Los Angeles World Airports.
7. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.
  - a. A business entity with multiple locations within the County can aggregate 50 of its full time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
  - b. A business entity awarded a City contract under the LBPP must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
  - c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation in the LBPP. (See, Los Angeles Administrative Code Section 10.47 *et seq.*)
5. "Local Subcontractor" means a subcontractor that meets the same criteria as a "Local Business" as defined above.
6. "Provisionally Qualified Local Business" means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 30 days after LAWA notifies the proposer of its intent to award the contract to them, the Provisionally Qualified Local Business must demonstrate that it is a party to an enforceable, contractual right to occupy commercial space within the County, that its occupancy will commence no later than 60 days after the date on which the Contract with LAWA is executed, and can demonstrate that before the Contractor is scheduled to begin performance under the contract with the City, the Contractor will satisfy the requirements of Subsection C of Section 10.47.2.

7. "Supplier" and/or "Regular Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Additionally, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as previously described if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive an 8%(of the total possible evaluation points) preference credit added to their Evaluation Score provided their proposal is in excess of \$150,000 or in excess of \$1,000,000 if a Provisionally Qualified Local Business.
2. Contractors which do not qualify as a local business, but are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% of the total possible evaluation points added to their evaluation score based upon the following:
  - a. LAWA shall provide 1% of the total possible evaluation points credit, up to a maximum of 5%, to the contractor's evaluation score for every 10% of the total cost of the proposed work to be performed by the local subcontractor. This rule applies to a Local Subcontractor or Local Subcontractors, provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the Local Subcontractor's normal course of business. The work performed and all costs of each Local Subcontractor or Local Subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or a Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the County.
4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points credit added to its evaluation score, as long as the proposed contract between the business and the City involves consideration valued at no less than \$1,000,000 and has a duration of no less than three (3) years.

- a. To participate in the program, a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at <http://bca.lacity.org>, which it shall attach and submit with its proposal documents to LAWA.
5. Once a Business asserting to be a Provisionally Qualified Local Business is notified by LAWA of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following documentation: (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2) a business plan on its ability to become a Local business; (3) any other sufficient documentation required by LAWA.  
All required supporting documentation/evidence demonstrating qualification as a Provisionally Qualified Local Business must be submitted to LAWA within 30 days of request.
  - a. If LAWA is satisfied with the documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the contract to the business, then LAWA, prior to the execution of the contract, shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business. The memo shall also list the documents received by LAWA, with copies attached, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.
6. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with the City is executed. LAWA shall notify the Provisionally Qualified Local Business thirty (30) days after contract award that it comply as a local business or contract award will be rescinded.
7. Loss of status as a Provisionally Qualified Local Business is permanent and forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of proposing on City Contracts.
8. The maximum preference credit for all qualifying Local Businesses, Local Subcontractor(s), and Provisionally Qualified Local Businesses shall not exceed 8% of the total Evaluation Points for any proposal.
9. In the event where a certified Local Business proposes on a City contract, and is determined by LAWA after the proposal deadline to not qualify as a Local Business, the business will be eligible for the Local Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
  - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
  - b. It is the responsibility of the business registered on RAMPLA as a certified Local Business to inform BCA via email at [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org), that it no longer meets the certification criteria within 7 days of the change. Failure to do so

shall be construed as a misleading and/or false statement.

10. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of 8% of the executed contract.
11. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, LAWA shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the work that was pledged to the Local Subcontractor, not to exceed 8% of the Contractor's executed contract.
12. Value of the Proposal Preference may be calculated as the difference between the Proposal price between the Contractor's Proposal and the Proposal of the next most competitive bid. In cases where the value of the awarded Business's proposal price is lower, the value of the Proposal Preference may be calculated as the product of the proposal preference percentage points provided and the submitted proposal price.
13. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

#### E. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses, provisionally qualified local businesses, and local subcontractors claiming non-compliance by LAWA or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates complainant's allegations.
2. Any complaints that meet the criteria of Section E.1. above shall be investigated by BCA/OCC in its role as the Designated Administrative Agency.

Submit complaints to:

**By Mail**                      **Office of Contract Compliance  
Bureau of Contract Administration  
Department of Public Works  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015**

**By Email**                      **bca.blphelp@lacity.org**



# CERTIFICATIONS

How to Request Verification of Current  
Certifications

and

How to Apply for

- LBPP Certifications
- Local-State DVBE/LAWA Certification
- LBE (Harbor)

2-18-2022

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## Introduction

The Regional Alliance Marketplace for Procurement (RAMP) at <http://www.RAMPLA.org> is a free service provided by the City of Los Angeles.

### REQUESTING VERIFICATION/RECOGNITION OF CURRENT CERTIFICATIONS

This manual will walk you through the process of requesting verification so that City of Los Angeles certifications can be added to your firm's RAMP profile. Certain certification programs from specific agencies are recognized.

Only the company's RAMP Administrator can request for certification verification.

If your firm **ALREADY** has certifications from agencies recognized by the City of Los Angeles, the registered Administrator of the firm can request verification through RAMP. This means that your company may receive recognition for specific certifications that it already has with its corresponding recognized agencies. To view the Inter-Agency Recognition Chart, visit <https://bca.lacity.org/certification-program-description>

NOTE: Requesting verification or recognition is NOT a certification application.

### APPLYING FOR CERTIFICATION

Only the company's RAMP Administrator can request for certification verification.

Currently, only the following certifications can be applied for through RAMP:

- Local Business Preference Program (LBPP) Certifications: Local Business Enterprise (LBE), Local Small Business (LSB), Local Transitional Employer (LTE)
- Local-State Disabled Veteran Business Enterprise DVBE LAWA - used only by Los Angeles World Airports (LAWA)
- Local Business Enterprise (LBE Harbor) - used only by Harbor (Port of LA)

For more information on how to apply for other City of LA certification programs, visit <https://bca.lacity.org/certification> .

In order to have your certification verified, the information on your RAMP profile must be current, correct, and match ALL the information listed with the recognized certifying agency. This includes: firm name, address, certifying agency and certification number. Some certifications will require submission of supporting documents such as tax returns, lease, etc. Non-response to requests could result in a denial of the request.

## REQUEST VERIFICATION/RECOGNITION OF COMPANY'S CURRENT CERTIFICATIONS

Step 1

### LOGIN to RAMP

1. "Login or Register with your Angeleno Account".



While logged into Angeleno, Click on the APPS & SITES Menu button.



2. Scroll through the Angeleno Apps and click on the RAMP tile . You will automatically be logged in.



Search for an app or site

## Angeleno Apps



# RAMP

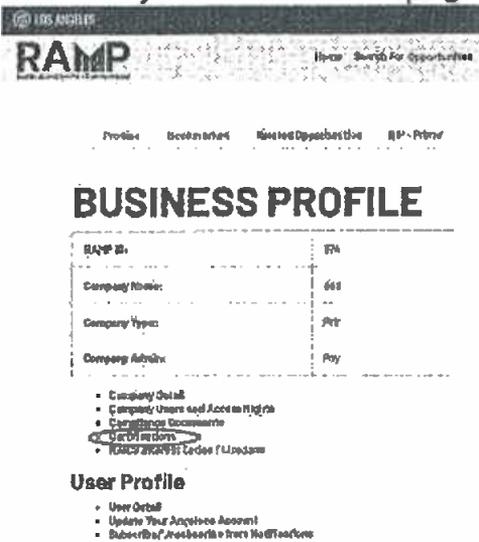
CERTIFICATION

5

Login to RAMP with your Administrator account and visit My Business Profile page.



On the My Business Profile page, select Certifications



## Step 2

### REQUEST VERIFICATION/RECOGNITION OF YOUR COMPANY'S CURRENT CERTIFICATIONS

On the Company Certification page, under the "Request for Certifications" section, click "Select Certification," select the City of LA certification you are requesting Verification for ( which is the program you want recognized by the City of LA based on a certification that you already have from a recognized agency).

NOTE: This is NOT an application for certifications; this is for verifying certifications you ALREADY have with recognized agencies. If you would like more information on how to apply, visit <https://bca.lacity.org/certification-program-description>

## COMPANY CERTIFICATIONS

Return to:

For any questions regarding certifications please contact the Bureau of Contract Administration, Office of Contract Compliance at [bca.certifications@edyc.org](mailto:bca.certifications@edyc.org)

### View Expired Certifications

Company Information	
ID	87465
Name	elbid
Address	45678 pasadena, CA 11112

### City of Los Angeles Certifications

Certificate	Certifying Agency	Status	Add Date	Add By	Cert Issue	Cert Number	Expiration Date
SBE: SMALL BUSINESS ENTERPRISE (SBE) ANGELES	Department of General Services Office of Small Business & Veterans Business Enterprise Services (OSBES)	Verification In Progress	8/14/2022	Pogo Siv		1234567	

### Harbor Certifications

Certificate	Certifying Agency	Status	Add Date	Add By	Cert Date	Cert Number	Expiration Date
No Certifications Found							

### Request for Certifications

Your certification will not appear on your RAMP profile until it has been verified by the Bureau of Contract Administration, Office of Contract Compliance, Certification Section.

**Available Certifications**

Select a Certification ▼

This is not an end-user application. You MUST already be certified to add the following to your RAMP profile.



NAME	BY	DATE	REVISION	LINK
No Certifications Found				

**Request for Certifications**

Your certification will not appear on your RAMP profile until it has been verified by the Bureau of Contract Administration, Office of Contract Compliance, Certification Section.

**Available Certifications**

**EBE/ EMERGING BUSINESS ENTERPRISE**

EBE/ Emerging Business Enterprise

- > How to Qualify
- > Apply for Certifications
  - Request Certification:

Request to be certified as: **Emerging Business Enterprise**

Select your certifying agency: **Department of General Services Office of Small Business 1**

Cont Number:

By clicking this checkbox you are confirming that your company is already certified by the City of Los Angeles, and that you wish to add this certification to your RAMP profile.

Recaptcha field:

Please note, these required fields are not used when applying for LBPP, DVBE(LAWA), and LBE(Harbor) certifications.

3. View the list and status of Certifications that you requested verification for.

View Expired Certifications

Company Information	
ID	67468
Name	dddi
Address	45878 sojha, CA 11192

City of Los Angeles Certifications

Certificate	Certifying Agency	Status	Add Date	Add By	Cert Date	Cert Number	Expiration Date
MBE MINORITY OWNED BUSINESS ENTERPRISE	City of Los Angeles	Verification In Progress	2/18/2022	Pogo Fr		12145	
SBC SMALL BUSINESS ENTERPRISE (LOS ANGELES)	Department of General Services Office of Small Business & Veteran Business Enterprise Services (DSOS)	Verification In Progress	2/14/2022	Pogo Fly		1234567	

Harbor Certifications

Certificate	Certifying Agency	Status	Add Date	Add By	Cert Date	Cert Number	Expiration Date
No Certifications Found							

Request for Certifications

Your certification will not appear on your RAMP profile until it has been verified by the Bureau of Contract Administration, Office of Contract Certification, Certification Section.

4. To request verification of other certifications, repeat Steps 1-3 and choose a different program from the drop down menu of "Available Certifications."

## APPLYING FOR CERTIFICATIONS ON RAMP

Currently, the only certification programs that can be applied for through RAMP are the following:

- LBPP (LBE, LSB, LTE)
- Local-State DVBE (LAWA) - used only by LAWA
- LBE (Harbor) -used only by Harbor (Port of LA)

Please read "How to Qualify" and "Apply for Certifications" before clicking on the "Request Certifications" link for these programs.

How to Apply for LBPP Certifications (LBE, LSB, LTE) :

1. Follow Steps 1-3 on pages 4-9.
2. At Step 3 from the drop down menu of "Available Certifications, " select "LBE: Local Business Enterprise. Read "[How to Qualify](#)"

### Request for Certifications

Your certification will not appear on your RAMP profile until it has been verified by the Bureau of Contract Administration, Office of Contract Compliance, Certification Section.

Available Certifications

LBE: LOCAL BUSINESS ENTERPRISE (LOS ANGELES) ▼

LBE Local Business Enterprise (Los Angeles)

> How to Qualify

> Instructions:

> Request Certification:

LBE: LOCAL BUSINESS ENTERPRISE (LOS ANGELES)

LBE: Local Business Enterprise (Los Angeles)

✓ How to Qualify

- Applicant must have a workspace within LA County.
- Applicant is 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 one of the following:
  - a) at least 50 of its full-time employees perform work within the boundaries of the County at least 80 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.

> Instructions:

> Request Certification:

3. Click on the "> Instructions" and read through the steps. Download the Application form by clicking on the "Download the LBPP Application/Renewal Form" link. The form is only available through RAMP. Fill out the form.

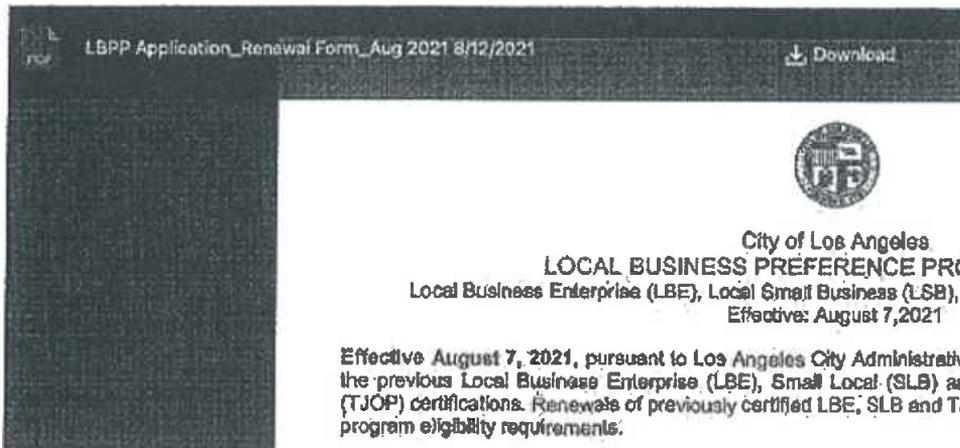
LBE: Local Business Enterprise (Los Angeles)

> How to Qualify

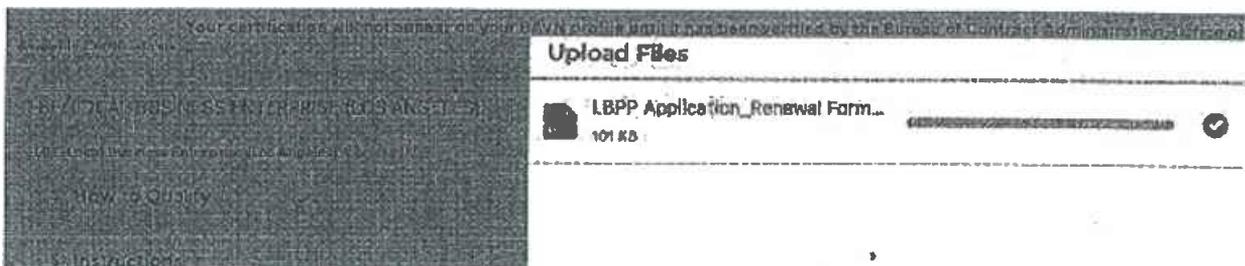
✓ Instructions:

If you are not certified and wish to apply for this certification, you will need to download the BCA Certification form, fill it out, and upload it here on RAMP.

- You can apply online for the LBE certification; please follow the steps below to apply:
  - 1) Download the LBPP Application/Renewal Form
  - 2) Complete the form, sign it, and scan it into a PDF file
  - 3) Click on "Request Certification" link below
  - 4) Upload the completed PDF file
  - 5) Click on "Add" button to submit form
- If you are having difficulty submitting online, contact RAMP support at [ka.bsw@laetcy.org](mailto:ka.bsw@laetcy.org)
- Please note that you cannot submit the LBPP Application/Renewal Form via fax, email or mail.



4. Click the "> Request Certification" and follow the instructions. You must upload the completed LBPP Application/Renewal Form. Next to the "Upload the Completed Official LBP Affidavit Form" section, click on the "Upload Files" button to upload the completed document and click on the "Add" button.



> Instructions:

Request Certification:

Request to be certified as: **Local Business Enterprise**

Upload the Completed Official LBPP Application/Renewal Form:

Or drop files

No file chosen

Required field:

5. After clicking the "Add" button, the status of your application will show "Verification in Progress." The Administrator will be contacted by an analyst with further instructions.

Address:  ZIP:

State Account, California 00000

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**City of Los Angeles Certifications**

Certificate	Issuing Agency	Status	Add Date	Add By	Cost
LBPE LOCAL BUSINESS ENTERPRISE (LOS ANGELES)	Department of Central Services Office of Small Business & Veterans Business	Verification in Progress	2/16/2022	TedAccount TCA_BA/NI	
				TedAccount	

## HOW TO APPLY FOR LOCAL-STATE DVBE LAWA CERTIFICATION

1. Follow Steps 1-3 on pages 4-13.
2. At Step 3 from the drop down menu of "Available Certifications, " select "Disabled Vets Business Enterprise DVBE (LAWA). This is different from DVBE.

No Certifications Found

### Request for Certifications

Your certification will not appear on your RAMP profile until it has been verified by the Bureau of Contract Administration, Office of Contract Administration.

Select a Certification:

- LA CERTIFICATIONS
- DBE: DISADVANTAGED BUSINESS ENTERPRISE
- DVBE: DISABLED VETS BUSINESS ENTERPRISE
- DVBE: DISABLED VETS BUSINESS ENTERPRISE (LAWA)
- EBE: EMERGING BUSINESS ENTERPRISE
- LBE: LOCAL BUSINESS ENTERPRISE (LOS ANGELES)
- LOBTE: LGBT BUSINESS ENTERPRISE
- MBE: MINORITY OWNED BUSINESS ENTERPRISE

3. Read "[How to Qualify](#)". Your firm must have a current certification with the recognized agencies listed to apply for DVBE(LAWA).

#### Available Certifications

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##### DVBE: DISABLED VETS BUSINESS ENTERPRISE (LAWA)

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DVBE(LAWA): Disabled Veteran Business Enterprise (LAWA)

✓ [How to Qualify](#)

- Applicant must be certified by one of the following as a Disabled Veteran Business Enterprise (LAWA):

1. U.S. Department of Veterans Affairs-Service-Disabled Veteran-Owned Small Business (SDVOSB)
  2. U.S. Small Business Administration (SBA)-Service-Disabled Veteran-Owned Small Business (SDVOSB)
  3. State of California-Department of General Services-Disabled Veteran Business Enterprise (DVBE)
- 

4. Click on "[> Apply For Certification](#)" and read the instructions. Download the Application form by clicking on the "Download the Official DVBE (Disabled Veteran Business Enterprise) (LAWA) Affidavit of Eligibility Form" link. The form is only available through RAMP. Fill out the form.

Your certification will not appear on your BAVN profile until it has been verified by the Bureau of Contract Administration, Office of Contract Administration

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##### DVBE: DISABLED VETS BUSINESS ENTERPRISE (LAWA)

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DVBE(LAWA): Disabled Veteran Business Enterprise (LAWA)

> [How to Qualify](#)

✓ [Apply for Certification](#)

If you are not certified and wish to apply for this certification, you will need to download the BCA Certification form, fill it out, and upload it here on LABAVN.

- You can apply online for the Disabled Veteran Business Enterprise (LAWA) certification, please follow the steps below to apply:
  - 1) Download the Official DVBE (Disabled Veteran Business Enterprise) (LAWA) Affidavit of Eligibility Form
  - 2) Complete the form, sign it, and scan it into a PDF file
  - 3) Click on "Request Certification" link below
  - 4) Upload the completed PDF file and select certifying Agency
  - 5) Click on "Add" button to submit form
- If you are having difficulty submitting online, contact BAVN support at [its.bavn@lacity.org](mailto:its.bavn@lacity.org)
- Please note that you cannot submit the Disabled Veteran Business Enterprise (LAWA) Affidavit of Eligibility Form via fax or email.

> [Request Certification](#)

**RAMP**

CERTIFICATION

17

PDF DVBE\_Affidavit\_of\_Eligibility\_FINAL 5/13/2021 Download



### LOCAL-STATE DISABLED VETERANS BUSINESS ENTERPRISE AFFIDAVIT OF ELIGIBILITY

Firm's Legal Name \_\_\_\_\_ BAVN ID Number \_\_\_\_\_  
 Please check:  New Certification  Renewal  
 DBA Name \_\_\_\_\_ Referring Department \_\_\_\_\_

5. Click the "> Request Certification" and select your certifying agency (the Agency that certified your firm as DVBE).  
 Request for Certifications

Your certification will not appear on your BAVN profile until it has been verified by the Bureau of Contract Administration, C Available Certifications.

**DVBE- DISABLED VETS BUSINESS ENTERPRISE (LAWA)**

DVBE(LAWA) Disabled Veteran Business Enterprise (LAWA)

- > How to Qualify
- > Apply for Certification
- ▼ Request Certification

**Request to be certified as:**

Select your certifying agency:

Upload Signed Form:

By clicking this checkbox you are certifying certification to your BAVN profile.

Required field:

**Disabled Veteran Business Enterprise (LAWA)**

- ▼ Select
- Orange County Transportation Authority
- City of San Diego
- Yolo County Transportation District
- San Joaquin Regional Rail Commission
- Peninsula Corridor Joint Powers Board
- U.S. Department of Veterans Affairs (U.S. Disabled Veteran-Owned)**
- Department of General Services-Disabled Veteran Business Enterprise
- U.S. Small Business Administration as a Service-Disabled Veteran-Owned B
- Legacy Agency
- Not Available

6. Upload the completed Affidavit. You must upload the completed LBPP Application/Renewal Form. Next to the "Upload Signed Form" section, click on the "Upload Files" button to upload the completed document and click on the "Add" button.

<b>DVBE: DISABLED VETS BUSINESS ENTERPRISE (LAWA)</b>	
DVBE(LAWA): Disabled Veteran Business Enterprise (LAWA)	
<a href="#">&gt; How to Qualify</a>	
<a href="#">&gt; Apply for Certification:</a>	
<b>Request Certification:</b>	
Request to be certified as:	Disabled Veteran Business Enterprise (LAWA)
Select your certifying agency:	Select ...
Upload Signed Form:	<input type="button" value="Upload Files"/> Or drop files
	No file chosen

7. Click the checkbox to confirm that your company is already certified with the approved agencies. Click the "Add" button.

DVBE: DISABLED VETS BUSINESS ENTERPRISE (LAWA)

DVBE(LAWA): Disabled Veteran Business Enterprise(LAWA)

> How to Qualify

> Apply for Certification:

✓ Request Certification:

Request to be certified as: Disabled Veteran Business Enterprise (LAWA)

Select your certifying agency: Select ...

Upload Signed Form: Upload Files Or drop files  
No file chosen

By clicking this checkbox you are confirming that your company is already certified by one of the approved agencies, and that you want to add this certification to your RAMP profile.

Required field \*

Add

8. After clicking the "Add" button, the status of your application will show "Verification in Progress." The Administrator will be contacted by an analyst with further instructions.

**City of Los Angeles Certifications**

Certificate	Certifying Agency	Status	Add Date
DVBE: DISABLED VETS BUSINESS ENTERPRISE (LAW)	U.S. Department of Veterans Affairs as a Service-Disabled Veteran-Owned Small Business	Verification in Progress	2/16/2022

## HOW TO APPLY FOR LBE (HARBOR) - LOCAL BUSINESS ENTERPRISE FOR HARBOR.

1. Follow Steps 1-3 on pages 4-9.
2. At Step 3 from the drop down menu of "Available Certifications," under "Harbor Certifications" select "LBE: Local Business Enterprise (Harbor). *This is different from LBE (Los Angeles) for City of Los Angeles.*

### City of Los Angeles Certifications

The image shows a screenshot of a web application's certification selection menu. The menu is titled "City of Los Angeles Certifications" and is divided into two sections: "LA Certifications" and "Harbor Certifications". Under "LA Certifications", there are several options: DBE: DISADVANTAGED BUSINESS ENTERPRISE, DVBE: DISABLED VETS BUSINESS ENTERPRISE, DVBE: DISABLED VETS BUSINESS ENTERPRISE (AWA), EBE: EMERGING BUSINESS ENTERPRISE, LBE: LOCAL BUSINESS ENTERPRISE (LOS ANGELES), LRRT: LORT BUSINESS ENTERPRISE, MBE: MINORITY OWNED BUSINESS ENTERPRISE, SBE: SMALL BUSINESS ENTERPRISE (LOS ANGELES), SBE: SMALL BUSINESS ENTERPRISE (PROPRIETARY), SLB: SMALL LOCAL BUSINESS ENTERPRISE, and WBE: WOMEN-OWNED BUSINESS ENTERPRISE. Under "Harbor Certifications", there is one option: LBE: LOCAL BUSINESS ENTERPRISE (HARBOR). This option is highlighted with a dark background. Below the menu, there is a link that says "How to Qualify".

### 3. Read "How to Qualify" and the Terms and Conditions

#### LBE: LOCAL BUSINESS ENTERPRISE (HARBOR)

##### LBE: Local Business Enterprise (Harbor)

###### ✓ How to Qualify

- A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- A business that has at least 50 full-time employees, or 28 full-time employees for specialty marine contracting firms (NAICS code 237990), working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

Your certification will not appear on your BAVN profile until it has been verified by the Bureau of Contract Administration, Of Available Certifications

#### LBE: LOCAL BUSINESS ENTERPRISE (HARBOR)

##### LBE: Local Business Enterprise (Harbor)

###### > How to Qualify

###### ✓ Terms and Conditions:

I certify under penalty of perjury that the information provided is true and correct.

I understand that this information will be verified at the time of contract execution.

I understand that by submitting false information, I could be banned from doing business with the City for five years.

###### > Request Certification

4. Click the checkbox and then click the ADD button.

## Request for Certifications

Your certification will not appear on your RAMP profile until it has been verified by the Bureau of Contract Administration, Office of Contract Compliance, Certification Section.

### Available Certifications

**LBE: LOCAL BUSINESS ENTERPRISE (HARBOR)**

LBE: Local Business Enterprise (Harbor)

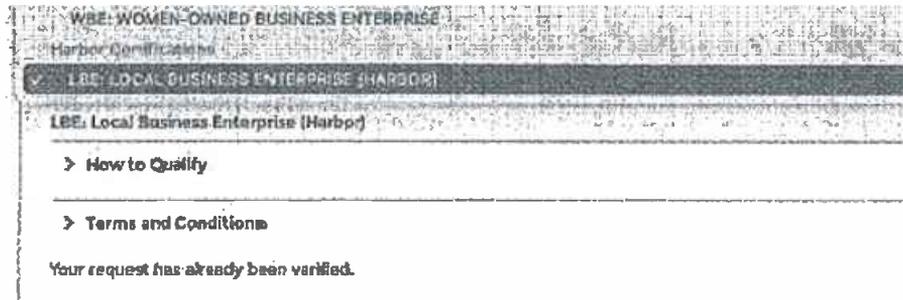
- > How to Qualify
- > Terms and Conditions:
- ✓ Request Certification:

Request to be certified as: **LBE: Local Business Enterprise (Harbor)**

By checking the box you agree to the terms and conditions.

**Add**

5. After clicking the ADD button, your request will be "Verified."



### STATUS OF YOUR CERTIFICATION VERIFICATION REQUEST AND APPLICATION

Verification in Progress	Your request for verification is under review. The Administrator may be contacted for additional information or documents by <a href="mailto:bca.certifications@lacity.org">bca.certifications@lacity.org</a> or an analyst. OR Your application for LBPP or DVBE(LAWA) is under review. The Administrator will be contacted with further instructions.
Verified	The verification request of your current certification has been approved. OR Your application for LBPP or DVBE(LAWA) has been approved.
Rejected	The verification request or application has been denied.

For questions about certification, contact [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org)

For more information, visit: <https://bca.lacity.org/certification>

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  
There are no forms to be submitted)

# 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.L. 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.

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EXHIBIT A

# 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., a copy of which is attached hereto 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](mailto: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](mailto:bca.eeoe@lacity.org)

ORDINANCE NO. 185321

An ordinance amending Chapter 1, Article 11 of Division 10 of the Los Angeles Administrative Code to maintain the wages for airport workers in a manner aligned with the local minimum wage, to align the cost of health benefit for covered airport workers to the Consumer Price Index, to ensure that airport workers covered under a collective bargaining agreement that supersedes this ordinance are paid a living wage, to provide certain airport employees with release time to attend emergency response training, to include additional exemptions for employees with qualifying health plans and other technical changes.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. Chapter 1, Article 11 of Division 10 of the Los Angeles Administrative Code is amended in its entirety to read as follows:

**CHAPTER 1, ARTICLE 11**

**LIVING WAGE**

**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.

**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. Sections 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.

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

(a) **Wages.** An Employer shall pay an Employee for all hours worked on a Service Contract or if a Public Lease or License or for a Contractor of a Public Lessee

or Licensee, for all hours worked furnishing a service relating to the City, a wage of no less than the hourly rates set under the authority of this article.

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

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

a. On July 1, 2017, the wage rate for an Employee shall be no less than \$11.48 per hour.

b. The hourly wage rate paid to an Employee 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), and made by the LACERS Board of Administration under Section 4.1022. The City Administrative Officer shall advise the DAA of any adjustment by June 1 of each year. The DAA shall publish a bulletin announcing the adjusted rates, which shall take effect on July 1 of each year.

(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.

**(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.

**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 1<sup>st</sup> and publish a bulletin announcing the adjusted rates, which shall take effect on July 1<sup>st</sup> 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.

**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. Section 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.

**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.

**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.

#### **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.

**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.

**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.

**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.

**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.

**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).

**Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.**

The definitions of "City Financial Assistance Recipient" in Section 10.37.1(f), of "Public Lease or License" in Section 10.37.1(l), and of "Service Contract" in Section 10.37.1(m) 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(f), 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.

**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.

**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).

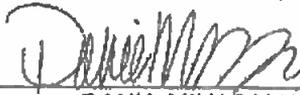
**Sec. 10.37.16. Severability.**

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.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
DANIA MINASSIAN  
Deputy City Attorney

Date 11/1/17

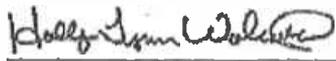
File No. 15-0817-S1

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I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR

  
\_\_\_\_\_

  
\_\_\_\_\_

Ordinance Passed 12/05/2017

Approved 12/07/2017

Ordinance Effective Date: 01/20/2018  
Council File No.: 15-0817-S1

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#### 4.2. Additional Terms and Disclosures

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BY SUBMITTING A RESPONSE TO THE REQUEST FOR PROPOSALS, A REQUEST FOR QUALIFICATIONS OR OTHER COMPETITIVE SOLICITATIONS (HEREINAFTER COLLECTIVELY REFERRED TO AS "SOLICITATION DOCUMENTS") ISSUED BY THE CITY OF LOS ANGELES (HEREINAFTER REFERRED TO AS "CITY") DEPARTMENT OF AIRPORTS (HEREINAFTER REFERRED TO AS "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 ATTACHMENT AND THIS SOLICITATION DOCUMENT.

CPRA: All documents submitted in connection with this Solicitation Document are subject to disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq. hereinafter referred to as "CPRA") or the Ralph M. Brown Act (California Government Code Section 54950 et seq.). All submissions will become the property of LAWA.

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. LAWA 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 Solicitation Document or there is doubt as to the true meaning of any part of this Solicitation Document or if any Proposer/Respondent has any questions regarding

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any part of this Solicitation Document, 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 Solicitation Document will be made in writing and made available to all prospective Proposer/Respondents as a Solicitation Document addendum. Only questions pertaining to this Solicitation Document 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 Solicitation Document. Any addenda so issued are to be considered part of this Solicitation Document. All prospective Proposers/Respondents that submit a response to this Solicitation Document are deemed to understand the contents of the Solicitation Document and any addendum thereto.

**CONTACT WITH LAWA PERSONNEL:**

Proposer/Respondent may only rely upon written information provided by LAWA. Proposer/Respondent shall not rely upon, and LAWA shall not be responsible for, any oral information or instructions provided in reference to this Solicitation Document. Proposer/Respondent must not attempt to contact members of the Evaluation Panel, LAWA staff or the Board to discuss or ask questions about the contents of this Solicitation Document, other than in writing as provided above. Improper contact with LAWA personnel may result in the disqualification of the Proposer/Respondent.

**PROTEST PROCEDURES:** The procedures and time limits set forth in this Attachment 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 (5<sup>th</sup>) business day after issuance to the Proposers/Respondents of a notification of the intent to recommend 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 Solicitation Document, 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 the Office of the City Attorney, Airport Division, One World Way, Room 104, Los Angeles, California 90045 with a copy to the Secretary of the Board of Airport Commissioners at One World Way, Los Angeles, California 90045 and a

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copy to the Bureau or Division of the Department of Airports responsible for issuing this Solicitation Document.

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 all other Proposers/Respondents.

Respondent Protesting 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 Solicitation Document 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 Solicitation Document.

**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 Solicitation Document or excuse Proposer/Respondent from full compliance with the requirements of this Solicitation Document. Neither the Board nor LAWA shall be obligated to respond to any submittal nor shall they be legally bound in any manner whatsoever by the receipt of a submittal.

All information stated in the submittal should be factual, truthful and should not be fabricated, embellished, extended or misrepresented.

LAWA reserves the right to postpone the submittal due date, cancel this competitive process; issue an addenda to this Solicitation Document; issue a new Solicitation Document; or, pursue other options when it is in LAWA's best interests to do so.

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 Proposer’s Experience and References**

List up to five (5) non-City of Los Angeles, non-LAWA contracts that attest to the Proposer's experience and capability to successfully manage and perform the scope of work and services detailed in the RFP. *\*Proposer's experience with the City of Los Angeles and other City contracts should be listed in response to Appendix 4.1 Administrative Requirements, Section 1.*

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

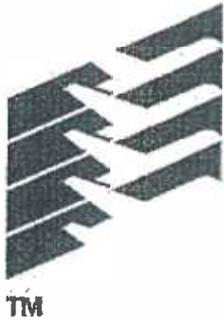
	Company Name, Business Type, Address	Contact Person Name, Title, Address, Phone and Email	Project/Contract Start Date	Project/Contract Completion Date	Description	Contract Value
1.						
2.						
3.						
4.						
5.						

EXHIBIT A

## 5.2 Cost Proposal Form

LOS ANGELES WORLD AIRPORTS: COST PROPOSAL FOR									
Integrated Pest Management (IPM) Services Development of a Comprehensive Integrated Pest Management Program at Los Angeles International Airport									
CONSULTANT									
TITLE	Service Manager	Account Manager	Senior/Lead Technician	Technician	Eradication Technician	Technician Other	Entomologist	Admin/Clerical	Materials/equipment
HOURLY RATE									XXX
<b>TASK 1: DEVELOPMENT OF IPM PROGRAM-(provide estimated # of hours per staff involved)</b>									
Review current status									
Develop program for current needs									
Report to formalize strategic planning over 7 year period									
Work with LAWA staff to develop complete IPM program									
<b>SUBTOTAL TASK 1(formula built-in as hourly rate X no. of hours=\$)</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TASK 2: INVENTORY ALL FACILITIES THAT REQUIRE TREATMENT AND PEST CONTROL-(provide estimated # of hours per staff involved)</b>									
Review all facilities to determine treatment/control requirements									
Develop list of all facility locations and various LAX and vendor contact information									
Recommendations to address pest access routes & make improvements									
Report providing complete IPM program plan									
<b>SUBTOTAL TASK 2 (formula built-in as hourly rate X no. of hours=\$)</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TASK 3: ACTION ITEMS-(provide estimated # of hours per staff involved)</b>									
Maintain on-site staff 24/7 to perform treatment, inspections, answer trouble calls.									
Train Customers re: proper cleanliness in order to avoid unanticipated pest problems									
Provide monthly report of activities, treatments, inspections, recommendations and activities.									
Monthly pest control maintenance cost									
<b>SUBTOTAL TASK 3(formula built-in as hourly rate X no. of hours=\$)</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>PROJECT TOTALS (displayed sum of Task 1, 2, and 3 subtotals)</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$

# **PROPOSAL**



**LAX**

*Los Angeles World Airports*

**IN PARTNERSHIP WITH**



**PEST CONTROL DOWN TO A SCIENCE.™**

Integrated Pest Management Services

Due Date: 07-22-2022 2:00 p.m. PST

EXHIBIT B



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## Cover Letter

July 13, 2022

Gary Abel and Allan Solórzano  
Los Angeles World Airports  
Operations & Maintenance Group  
7411 World Way West  
Los Angeles, CA 90045

**SUBJECT: Orkin Services of California, Inc. & LAWA  
RFP: Integrated Pest Management Services**

In response to the above referenced Request For Proposal (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the provided documents as noted in the following pages.

If recommended for contract award, other required forms, documents and implementation shall be provided.

The proposal submitted in response to subject RFP shall be in effect for 150 days after the proposal due date.

Further, the undersigned agrees to execute the prepared contract within 10 calendar days after receipt of Notice of Award and provide to all required Certificates of Insurance and tax certification. Orkin represents that the following person is authorized to negotiate on its behalf with LAWA in connection with this RFP and has provided appropriate evidence of authorization:

Robert E. Barr                      Assistant Region Manager                      rbarr@orkn.com                      (213) 261-1388

In addition to the formal certifications provided, Orkin certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any addendums thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Supplier) performing the work fulfill the specified requirements, and



Orkin further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Certify that the firm and its principals are not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency, or declare and explain any such status

At a minimum Orkin will staff with 4 full-time well qualified service technicians and a full-time lead technician. They will be supported by our service management team, account manager, entomologists and audit team.

We truly appreciate the opportunity to bid on this RFP.

Robert E. Barr – Assistant Region Manager  
Name & Title

July 13, 2022  
Date

\_\_\_\_\_  
Signature

**CONFIDENTIALITY & INADVERTENT DISCLOSURE NOTICE:** The information in this entire service proposal (including any attachments) may contain legally privileged and confidential information, and is intended only for the recipient(s) listed in the "Service Proposal For". If you are not an intended recipient listed in the "Service Proposal For", this is an inadvertent disclosure and any use, distribution, dissemination or copying of this message or attachments hereto, is strictly prohibited. If you have received this service proposal in error, please immediately notify the sender by email or telephone at 866-580-1813 and discard any hardcopies. Thank you.

1053 Crenshaw Blvd – Los Angeles – CA – 90019 – (866) 580-1813

**EXHIBIT B**

**Certificate of Authorization**

I, **Sean Murray**, Vice President of Orkin Services of California, Inc. ("Orkin"), hereby certify that **Robert E. Barr**, Assistant Region Manager, Pacific Commercial Region is authorized to execute all documents related to the **Los Angeles World Airports Integrated Pest Management Program RFP** in accordance with the specifications, terms and conditions set forth in the RFP and/or Contract, and to do all things necessary to implement, maintain, amend or renew said services.

The authority granted herein to **Robert E. Barr** shall remain effective for her individually until such time as he is no longer the Assistant Region Manager, Pacific Commercial Region.

Whereupon, I have executed this Certificate of Authorization on this 13<sup>th</sup> day of July, 2022.

  
\_\_\_\_\_  
**Sean Murray**  
Vice President  
Orkin Services of California, Inc.

ADDENDUM NUMBER 1  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 21, 2022

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 21, 2022.

6/21/22

Date

  
Allan Solórzano  
Operations & Maintenance Group  
Los Angeles World Airports

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CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 1 for Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 21, 2022, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

By 

Company Orkin Pest Control

Phone (213) 261-1388

➤ Note: This signed addendum notice must accompany your proposal.

EXHIBIT B

ADDENDUM NUMBER 1  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 21, 2022

**(1) Request for Proposal with revisions to the following sections is attached:**

- a. All instances of [asolorzano2@lawa.org](mailto:asolorzano2@lawa.org) should now be updated to [asolorzano@lawa.org](mailto:asolorzano@lawa.org).
- 1) RFP Title Page Deadline to submit all questions, page 1
  - 2) RFP Title Page RFP Administrator, page 1
  - 3) Section 2.21 Pre-Proposal Conference, page 15
  - 4) Section 2.2.2 Questions and Answers, page 15



**REQUEST FOR PROPOSALS**  
**FOR**  
**Integrated Pest Management Program**  
**FOR**  
**Los Angeles World Airports (LAWA)**

The City of Los Angeles Department of Airports intends to award one contract to a professional structural pest control company experienced with Integrated Pest Management Programs.

<b>Release Date</b>	<b>Wednesday, June 15, 2022</b>
<b>Due Date</b>	<b>Friday, July 22, 2022</b> <b>11:59 PM – Pacific Daylight Time</b>
<b>Pre-proposal conference (MANDATORY)</b>	<b>Tuesday, June 28, 2022</b> <b>9:00 AM – Pacific Daylight Time</b> Virtual Meeting
<b>Failure to participate in the pre-proposal conference and or sign required addenda will result in Proposer disqualification.</b>	
<b>Deadline to submit all questions</b>	<b>Friday, July 1, 2022</b> <b>3:00 PM - Pacific Daylight Time</b> <a href="mailto:asolorzano@lawa.org">asolorzano@lawa.org</a>
<b>RFP Administrator</b>	<b>Gary Abel and Allan Solórzano</b> <b>Los Angeles World Airports</b> <b>Operations &amp; Maintenance Group</b> <a href="mailto:gabel@lawa.org">gabel@lawa.org</a> <a href="mailto:asolorzano@lawa.org">asolorzano@lawa.org</a>

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, U.S. mail, or delivery service. Any proposer communicating with Los Angeles World Airports staff other than the RFP Administrator may be disqualified, and their proposal declared non-responsive.

**EXHIBIT B**

Price increases are not guaranteed and no price increase will be granted without prior approval of the Procurement Services Division. Price reduction may be issued at any time.

## 2.2. PROCESS

### 2.2.1 Pre-Proposal Conference

The purpose of this conference is to discuss the requirements and objectives of the RFP and respond to questions. Attendance at this pre-proposal conference is **MANDATORY** and required in order to submit a proposal. Failure to participate in the pre-proposal conference and/or sign required addenda will result in Proposer disqualification.

The pre-proposal conference is scheduled on:

Date: Tuesday, June 28, 2022  
 Time: 9:00 a.m. to 12:00 p.m. including one hour to virtually tour some of the facilities

Location: Virtual Meeting

Note: RSVP is required  
 Contact Allan Solórzano via email at [asolorzano@lawa.org](mailto:asolorzano@lawa.org) and Provide your company's name and name/title of all attendees.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request to the point of contact organizing this meeting at least five (5) business days prior to the meeting you wish to attend. The point of contact will then request the resource through the LAWA ADA Office. For additional questions regarding special accommodation, please email the ADA Coordinator at [ADAOffice-LAWA@lawa.org](mailto:ADAOffice-LAWA@lawa.org).

### 2.2.2 Questions and Answers

Any questions regarding the proposal requirements and any additional proposal criteria, instructions, or corrections, if any, received prior to the pre-proposal conference, may be discussed at the pre-proposal conference. All questions received by the deadline established below will be addressed in an addendum posted to [www.rampla.org](http://www.rampla.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.rampla.org](http://www.rampla.org). Thus, all companies submitting proposals in response to this RFP must register in [www.rampla.org](http://www.rampla.org).

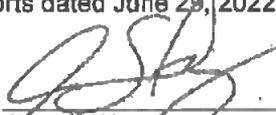
All questions or requests for clarification on the RFP must be clearly presented in writing and transmitted by email no later than Friday, July 1, 2022, at 3:00 PDT to Allan Solórzano via email at [asolorzano@lawa.org](mailto:asolorzano@lawa.org). Question responses will be posted in an

ADDENDUM NUMBER 4  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 29, 2022

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 29, 2022.

6/29/22  
Date

  
Allan Solórzano  
Operations & Maintenance Group  
Los Angeles World Airports

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CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 4 for Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 29, 2022, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

By \_\_\_\_\_

Company \_\_\_\_\_

Phone \_\_\_\_\_

➤ Note: This signed addendum notice must accompany your proposal.

ADDENDUM NUMBER 4  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 29, 2022

**(1) Request for Proposal with revisions to the following sections is attached:**

- a. Section 2.1.6 Organization and References, sub-section A and B, page 10

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## 2.1.6 Organization and References

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A. Organizational Chart and Proposal Team Identification (1 page maximum – 11" x 17")

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. Names, titles, and *pictures* of individuals who will be involved in this project (with company affiliation).
- b. A responsibility matrix indicating the reporting structure and task responsibilities of each member of the project team.

B. Proposal Team Description (3 pages maximum)

Provide resumes and *pictures* of proposed key staff as an appendix. Include everyone required to perform the 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. Company Profile (2 pages maximum)

Provide a description of the Proposer.

- 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 company, 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.

D. Experience and References

List up to five non-City, non-LAWA, references with which the Proposer has conducted IPM services during the past three years using the reference form provided in Section 5.1: Proposer's Experience and References Form. References must include:

- a. Company
  - i. Company Name
  - ii. Business Type
  - iii. Address

- 
- b. **Contact Person**  
The person should be the contract manager or principal individual with direct knowledge of contract and service performance.
    - i. **Contact Person Name**
    - ii. **Title**
    - iii. **Address**
    - iv. **Telephone Number**
    - v. **Email Address**
  - c. **Project/contract start date**
  - d. **Project/contract end date**
  - e. **Description of the project/contract:**
    - i. **Name of Project**
    - ii. **IPM Program description**
    - iii. **Address and location of service provided**
  - f. **Contract Value**  
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 Section 4.1: Administrative Requirements of this RFP.

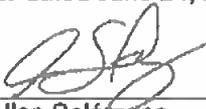
LAWA, in its sole discretion, reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LAWA deems necessary.

ADDENDUM NUMBER 2  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 24, 2022

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 24, 2022.

6/24/22  
Date

  
Allan Solórzano  
Operations & Maintenance Group  
Los Angeles World Airports

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CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 2 for Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 24, 2022, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

By   
Company Orkin Pest Control  
Phone (213) 261-1388

➤ Note: This signed addendum notice must accompany your proposal.

**ADDENDUM NUMBER 2  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 24, 2022**

**(1) Request for Proposal with revisions to the following sections is attached:**

- a. Section 2.1.8 Financial Capability, page 14
- b. Section 2.2.3 Submission Instructions, page 16

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**2.1.8 Financial Capability**

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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.

On a separate file from the main proposal the Proposer must provide the following:

- 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 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' financial information if the Proposer is an LLC or LLP.

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### 2.2.1 Submission Instructions

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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.

Proposals must be submitted electronically through the following process:

Step 1: Please scan your proposal documents as PDFs with the following name format:

**Pest\_CompanyName\_PartA\_WrittenProposal.pdf**  
**Pest\_CompanyName\_PartB\_AdminRequirements.pdf**  
**Pest\_CompanyName\_PartC\_FinancialCapability.pdf**

Step 2: Please click on the following to submit your two 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/5afd4e79abc14b4f8cb4f8f66554da67>

**Important Notes Regarding Proposal Submittal:**

- Files **must** be successfully uploaded by the due date and time. Please start the upload process at least one 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 Javier Gomez at [jgomez@lawa.org](mailto:jgomez@lawa.org) and Dana Tominaga at [dtominaga@lawa.org](mailto:dtominaga@lawa.org).

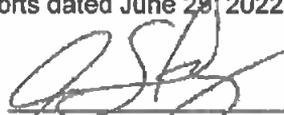
The proposal must be received by LAWA by 11:59 p.m. PDT on Friday, July 22, 2022. LAWA will not consider any proposals received after the due date and time, July 22, 2022 no later than 11:59 p.m. PDT.

ADDENDUM NUMBER 3  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 29, 2022

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 29, 2022.

6/29/22  
Date

  
Allan Solórzano  
Operations & Maintenance Group  
Los Angeles World Airports

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CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 3 for Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 29, 2022, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

By   
Company Orkin Pest Control  
Phone (213) 261-1388

➤ Note: This signed addendum notice must accompany your proposal.

**ADDENDUM NUMBER 3  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 29, 2022**

**(1) Request for Proposal with revisions to the following sections is attached:**

- a. Section 4.1 Administrative Requirements / Insurance, pages 67 and 68



**RISK MANAGEMENT DIVISION**  
**INSURANCE REQUIREMENTS**

**NAME:** \*\*\*\*\* Integrated Pest Management Program (IPMP) for LAX and VNY \*\*\*\*\*  
**AGREEMENT:** RFP / Provide Professional Structural Pest Control Techniques, including Integrated Pest Management Programs  
**LAWA DIVISION:** FMUG – Administration  
**WIZARD NO.:** 10078

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 evidence of insurance 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.

- |   | <u><b>LIMITS</b></u>          |
|---|-------------------------------|
| <input checked="" type="checkbox"/> <b>Workers' Compensation</b>  | <u><b>Statutory</b></u>       |
| <input checked="" type="checkbox"/> Waiver of Subrogation, specifically naming LAWA<br><b>(Please see attached supplement)</b>                  |                               |
| <input type="checkbox"/> Voluntary Compensation Endorsement   |                               |
| <br>  |                               |
| <input checked="" type="checkbox"/> <b>Commercial Automobile Liability - covering owned, non-owned &amp; hired auto</b>                         | <u><b>\$10,000,000CSL</b></u> |
| <br>  |                               |
| <input checked="" type="checkbox"/> <b>Aviation/Airport or Commercial General Liability - including the following</b>                           | <u><b>\$10,000,000</b></u>    |
| <input checked="" type="checkbox"/> Premises and Operations   |                               |
| <input checked="" type="checkbox"/> Contractual (Blanket/Schedule)  |                               |
| <input checked="" type="checkbox"/> Independent Contractors   |                               |
| <input checked="" type="checkbox"/> Personal Injury   |                               |
| <input type="checkbox"/> Products /Completed Operations   |                               |
| <input checked="" type="checkbox"/> Additional Insured Endorsement <b>(Specific endorsements required. See attached supplement)</b>             |                               |
| <br>  |                               |
| <input checked="" type="checkbox"/> <b>Professional Liability - Claims-made policy</b>  | <u><b>\$1,000,000</b></u>     |
| *Continuous coverage for three years after contract completion,<br>or three-year extended reporting period beginning after contract completion. |                               |

**CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT**

**\*\*\*RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE\*\*\*\*\***  
**PLEASE SUBMIT ALL DOCUMENTS TO RISKINSURANCE@LAWA.ORG**

**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.**

**LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE AS AN ENDORSEMENT, AND A SPECIFIC ENDORSEMENT IS REQUIRED.**

**BLANKET ENDORSEMENTS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.**

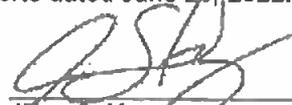
***PLEASE SUBMIT ALL DOCUMENTS TO [RISKINSURANCE@LAWA.ORG](mailto:RISKINSURANCE@LAWA.ORG)***

ADDENDUM NUMBER 4  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 29, 2022

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 29, 2022.

6/29/22  
Date



Allan Solórzano  
Operations & Maintenance Group  
Los Angeles World Airports

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CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 4 for Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated June 29, 2022, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

By  \_\_\_\_\_

Company Orkin Pest Control

Phone (213) 261-1388

- Note: This signed addendum notice must accompany your proposal.

**ADDENDUM NUMBER 4  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: June 29, 2022**

**(1) Request for Proposal with revisions to the following sections is attached:**

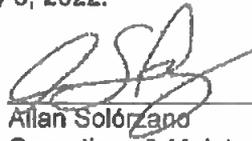
- a. Section 2.1.6 Organization and References, sub-section A and B, page 10

ADDENDUM NUMBER 5  
REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM  
FOR LOS ANGELES WORLD AIRPORTS  
DATED: July 8, 2022

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated July 8, 2022.

7/8/22  
Date

  
Allan Solórzano  
Operations & Maintenance Group  
Los Angeles World Airports

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CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 5 for Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated July 8, 2022, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

By   
Company Orkin Pest Control  
Phone (213) 261-1388

➤ Note: This signed addendum notice must accompany your proposal.

EXHIBIT B

ADDENDUM NUMBER 5 REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM FOR LOS ANGELES WORLD  
AIRPORTS  
DATED: July 8, 2022

**(1) Proposer questions and answers:**

- a. See attached.

ADDENDUM NUMBER 5 REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM FOR LOS ANGELES WORLD  
AIRPORTS  
DATED: July 8, 2022

**RESPONSE TO QUESTIONS FOR RFP - INTEGRATED PEST MANAGEMENT PROGRAM**

- 1) What is the cost of the yearly pest control services?  
Answer - The cost of yearly pest control is to be determined by the proposer.
- 2) Will each technician need to be there on site at all times? Or is it on call?  
Answer - At LAX at a minimum, one technician is required to be on site per shift 24/7 including weekends and holidays. Response time for LAX is always immediate. For VNY an additional technician may be dispatched on-call as needed. Response times for VNY should be within two (2) hours of notification.
- 3) Will the day supervisor need to be there on site at all times? Or is it on call?  
Answer - The day supervisor will need to be on site at LAX for their entire shift from Monday through Friday. The supervisor may make periodic visits to VNY as required and approved by LAWA, and obtaining supervisor shift coverage at LAX will not be required. The expectation is for the LAX supervisor to manage both sites and monitor all open request from LAWA and any LAX/VNY tenant until they are completed.
- 4) Can we get a [breakdown] of areas to be serviced, as mentioned on page 6 and 7 for example how many terminals, food concessions, TSA facilities etc.?  
Answer - For an additional breakdown of areas to be serviced, please refer to the LAX Airline Locations & Airport Terminal Map website at [LAX Official Site| Airport Terminal Map & Airline Location Map \(flylax.com\)](#).
- 5) Is it possible to schedule a walk through on sites?  
Answer - We are unable to conduct a tour at this time.
- 6) The insurance requirements do we need to submit it with the proposal?  
Answer - It is not necessary for a proposing vendor to have the insurance requirements of the RFP in place at the time of submitting the proposal. If awarded a contract and approved by the LAWA Board of Airport Commissioners and the Los Angeles City Council, the vendor will have approximately two weeks for the insurance requirements be in force. City Council action would be anticipated approximately 30 days following the Board of Airport Commissioners approval.
- 7) Who holds the current contract for these services?  
Answer - Orkin Pest Control.
- 8) How long was the current contract for?  
Answer - The current contract was for an initial period of three-years. There were two one-year options that were both exercised.
- 9) What percentage of the current contract was SBE?  
Answer - There is a 5% SBE requirement on the current contract.
- 10) Is the childcare center that needs to be included subject to the Healthy Schools Act?  
Answer - It is the proposer's responsibility to keep the City of Los Angeles in compliance with Federal, State, and City requirements including the Healthy Schools Act.

ADDENDUM NUMBER 5 REQUEST FOR PROPOSALS  
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- 11) What type of Badging is required? Basic badging or Customs badging?  
Answer – All employees on site at LAX or VNY will be required to have a valid SIDA badge with a Customs seal and an Icon authorizing airfield driving at all times. The supervisor may also have the escort icon added to their badge. For additional information please refer to the LAWA Badge Office Web Site at <https://www.lawa.org/lawa-security-badge-office>
- 12) Expectations of the (3) Shifts: Is LAWA requiring that there is a Pest Control provider on site for each shift or is it on call services for some of the shifts i.e.; after business hours?
- a. (If on site expectation of all 3 shifts was the answer) Could overnight shifts be on call and day shifts be on-site?  
Answer – Please refer to question #2. However, you may propose other staffing options that will achieve LAWA's desired service levels.
- 13) What are the expectations for general pest control response times?  
Answer – Please refer to question #2.
- 14) What is considered [an] emergency call for LAWA and what are the expectations for response times?  
Answer - In the event of emergency calls as determined by LAWA (Example: Interruption of flight operations due to a swarm of bees), contractor should have the ability to increase staffing as needed and respond immediately at LAX. At VNY the response time should be within two (2) hours.
- 15) What is the annual (1 Year only) value of the current contract for? How much was exceeded/ actual spend to that contract?  
Answer - The total amount of contract authority is \$5,250,000 over the seven-year period. As of July 30, 2022, 86% of total authority has been utilized. Current contract expires October 4, 2022.
- 16) Will the technician be checking in with an onsite person every day and answering work orders?  
Answer - Yes. Calls will be dispatched to them as they come in and the technician is expected to give an immediate confirmation they received the work order.
- a. How many typical work orders are issued per day? Per week average?  
Answer - Per day it varies, but averages about 10 per week.
- b. What is your process for issuing work orders (What system do you use) and does your team have a current Customer Portal where they can access their service reports?  
Answer - LAWA uses a Computerized Maintenance Management System (Maximo) to track work orders. Currently LAWA does not give access for our customers to see these records directly. At the request of LAWA customers, reports can be distributed.
- c. What is the process and expectations for your service provider to close out the work orders/communication lines?  
Answer - The service provided is expected to immediately act upon all work orders and close them out as soon as the issues is resolved. The technician will respond in the affirmative when they receive the work order via email and at the end of the

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call, and will send an email with a copy of their documentation, which includes action taken and recommendations within 1 hour after the work order was resolved.

- 17) (p4, Scope) May the Bidder propose what pests are part of its regular General Pest Control service, and which specific pests (such as fire ants and brown recluse spiders) are an ancillary service to be treated at additional charge only on an as-needed basis?  
Answer – Proposer may propose the terms as they see fit for this RFP.
- 18) (p4, Termites/Bed Bugs) To the extent that Termite and/or Bed Bug services (if any) might be required, may the Bidder add different terms & conditions to apply only to services for these two (2) specific specialty pests?  
Answer – Proposer may submit different terms and conditions for termite work. Bed bugs should be included in the general proposal.
- 19) (p12-13, §2.1.7- BE Programs) May a non-SBE Bidder satisfy the BE Program requirements by subcontracting out a portion of the total work to Certified Firms in lieu of a joint venture and, if so, what is the minimum XBE Utilization % that is required? (Is it the 5% referenced on p27?)  
Answer - Yes, the contractor may sub-contract the same 5% of the SBE goal to comply, and not only through a joint venture.
- 20) (p17, Proposal Scoring) If Inclusivity is worth up to 10 points, may a Bidder 's Proposal earn partial credit (i.e., 7 points) in this category?  
Answer - Yes, the numbers reflected on the score card are the maximum amount that any proposer will be scored. Any proposer may be scored less than the maximum number in any category.
- 21) (p67, Professional Liability Insurance) May the Bidder satisfy the Professional Liability insurance requirement via a special pest control endorsement to its Commercial General Liability Policy that covers its services?  
Answer - Yes
- 22) (p180, Sample Contract) May the Bidder modify and/or propose slight changes to the proposed terms (i.e., the Sample Contract) via redlines as part of its Bid?  
Answer - Slight changes may be proposed to the sample contract, but any proposed modification must be reviewed and approved by Los Angeles World Airports' legal counsel in the Los Angeles City Attorney's Office.
- 23) How long has the current pest company been on this contract?  
Answer – Please refer to question #8.
- 24) How much was the contract awarded to the current contractor?  
Answer – Please refer to Question #15.
- 25) How many technicians per shift does the current company provide for the airports every day?  
Answer - One technician per shift.
- 26) Has the current contractor had any difficulties on the job and what are they?  
Answer - No

ADDENDUM NUMBER 5 REQUEST FOR PROPOSALS  
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27) What kind of background check would LAWA require on the contractor and its technicians?

Our current technicians have live scan, Would that be sufficient?

Answer – Please refer to the LAWA Badge Office Web Site at <https://www.lawa.org/lawa-security-badge-office>

28) If our current insurance liability is \$1 million and your requirement is \$10 million; would we be able to bid with our current insurance (\$1 million insurance) and increase it to \$10 million after the contract is awarded?

Answer – Please refer to Question #6.

29) How does the scope-of-work in this solicitation compared to the scope-of-services currently being provided at LAWA?

Answer – The scope of work is the same as current pest control services being provided.

a. For example, does the current contract service all the same locations, target the same pests, and have the same staffing requirements? if there are differences between them, can you please advise us of what those are?

Answer – Since the implementation of the current contract, additional LAWA facilities have come on-line.

30) What are the current and anticipated issues surrounding the bird work being requested in this solicitation? Bird control and mitigation varies greatly by bird species, levels of infestation, location of the nuisance, and method of mitigation. For these reasons, it's difficult to provide across the board pricing for bird services. For example, removing a bird nest from a ledge is much different than installing netting on multiple floors of a parking garage. Could the services for birds be quoted per request and service provided after obtaining LAWA approval before providing the bird services. By doing such, it can greatly decrease Firm Fixed pricing.

Answer – All of these services need to be inclusive. However, the mitigation of intricate, specialized, and or major issues requiring additional staffing can be discussed, reviewed, and approved by the LAWA contract administrator when a need arises. Hourly rates for specialized technicians need to be included in the cost proposal form that can be found in Section 5.2 of the RFP.

31) Per Addendum three, submittal must provide evidence of insurance with the limits provided. If the required evidence of insurance is needed with the bid submittal, vendors not selected for award face thousands of dollars in cancellation fees by their insurance company to revert to their regular coverage limits. The cost of obtaining this insurance is astronomically expensive and these are not coverage limits we would ordinarily carry unless selected as the awarded vendor. Is LAWA willing to have the required evidence of Insurance be provided if awarded? Or submitting a quote from insurance agent for the limits with a statement of commitment from the bidder to obtain coverage if awarded.

Answer – Please refer to Question #6.

32) Pestmaster Services is able and willing to meet the bonding requirements for this bid. Is the bid bond to be made for 10% of our total pricing for the 1<sup>st</sup> year ONLY? Or is the bid bond to be made for 10% of our total pricing for the total years of 7-years?

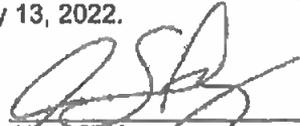
Answer – The bond needs to be 10% of the total 7 year pricing.

ADDENDUM NUMBER 6 REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM FOR LOS ANGELES WORLD  
AIRPORTS  
DATED: July 13, 2022

TO ALL PROSPECTIVE PROPOSERS:

This addendum revises the Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated July 13, 2022.

7/13/22  
Date

  
Allan Solórzano  
Operations & Maintenance Group  
Los Angeles World Airports

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CERTIFICATE BY RESPONDENT

I acknowledge receipt of this Addendum Number 6 for Request for Proposals for Integrated Pest Management Program for Los Angeles World Airports dated July 13, 2022, and that the proposal is in accordance with the information, instructions and stipulations set forth herein.

By  \_\_\_\_\_

Company Orkin Pest Control

Phone (866) 580-1813

➤ Note: This signed addendum notice must accompany your proposal.

**ADDENDUM NUMBER 6 REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM FOR LOS ANGELES WORLD  
AIRPORTS  
DATED: July 13, 2022**

**(1) Correction to Addendum 5 – Questions and Answers:**

- a. Revision to the answer to question #8, see attached.

ADDENDUM NUMBER 6 REQUEST FOR PROPOSALS  
FOR INTEGRATED PEST MANAGEMENT PROGRAM FOR LOS ANGELES WORLD  
AIRPORTS  
DATED: July 13, 2022

**RESPONSE TO QUESTIONS FOR RFP - INTEGRATED PEST MANAGEMENT PROGRAM**

- 8) How long was the current contract for?  
Answer - The current contract was for an initial period of three-years. There were two 2-year options that were both exercised. Total of 7 years.



## Executive Summary

With more than 100 years of experience in the industry, we know that effective pest management starts with science. That's why you need an expert. At Orkin, we believe the more we know about pests and why they do what they do, the better we can do what we do. And in sensitive business environments like yours, it takes a scientific approach. To fortify this approach, Orkin's exclusive commercial training protocol requires all Orkin Commercial Pest Specialists to complete courses from Purdue University and the National Pest Management Association. At Orkin, we're putting new technology to work in practically every facet of our business. Our goal: maintain the edge on the competition by being smarter, faster and more efficient. Essentially, we are auditing and improving everything we do, from branch operations systems and sales management to fleet operations and employee training. Since 2011, we have implemented 13 major technology initiatives and are continuing to develop new innovations to streamline our service. When you choose Orkin, you get a program that addresses your facility's specific needs. We'll start with a comprehensive, on-site inspection and deliver scientifically based pest management solutions that help provide unparalleled results to meet your unique needs.

### **Sustainability Initiatives**

At Orkin, we believe it is our responsibility to care for the environment while still helping to control pests in our customers' businesses.

### **Committed to Environmentally Conscious Approaches**

By following the latest best practices in Integrated Pest Management (IPM), we help our Orkin Precision Protection® clients create cleaner and healthier working environments. Orkin's pest management philosophy starts with non-chemical approaches, such as mechanical traps and sealants, to prevent pests from entering and infesting your business. We also use target-specific treatments that zero in on specific pest problems. This approach helps us achieve acceptable levels of control with the least possible impact to humans and the environment.

### **Our Operations**

Operationally, we reduce our footprint through the following ways:

- We use GPS and route consolidation software to help reduce our emissions and provide more efficient travel from customer to customer.
- Our usual every-other-month service frequency is more responsible than a monthly model because it reduces mileage and fuel emissions by half.
- We select, operate and maintain our facilities and vehicles with an eye toward energy efficiency and wise use of other resources.
- We reduce paper use companywide through recycling programs and electronic payroll systems.
- We encourage public transportation and vanpooling by offering discounts to participating coworkers.
- Our Environmental Stewardship Group is a team of coworkers from across the company who review Orkin practices and initiatives to monitor and maintain our responsible environmental stewardship.

### **Our Training**

Orkin began the pest control industry's first satellite training program in 2006 to reach thousands of coworkers efficiently. This program eliminated an estimated 1 million miles of travel that our employees previously logged to attend mandatory training sessions.

### **Partnerships to Advocate for Environmentally Responsible Pest Management**

We partner with several industry-leading organizations to advocate greener pest management practices in businesses across the country:

- As part of our commitment to environmental responsibility, Orkin is a member of the National Pest Management Association's Quality Pro, a program that maintains rigorous ethical and operational standards for professional pest control operators.
- Orkin partners with the Association for the Healthcare Environment (AHE) to promote more effective and environmentally responsible pest control practices in healthcare settings. We co-authored "AHE's Recommended Practice: Integrated Pest Management," a best practices guide to healthcare pest



control, and launched HealthcarePestControl.com, an interactive online handbook that provides free training resources on smarter pest management practices.

- Orkin is a member of the Building Owners and Managers Association (BOMA) International. We worked with BOMA to develop "Green Pest Management: A Property Manager's Checklist" for BOMA members.
- Orkin is the first pest management Education Provider for the U.S. Green Building Council (USGBC). We developed an online training program for USGBC to teach the building industry and LEED professionals about Integrated Pest Management and how it fits into green building practices.

#### **Our Products**

Orkin offers a full line of environmentally responsible treatments to help you uphold the highest environmental standards. Our products are cost-efficient, easy to use and fight a broad spectrum of pests – from cockroaches to wasps to ants – while maintaining employee safety. Using a variety of product formulations, such as residual dust, aerosol, powder, granule and liquid concentrate, we can provide you with products that are:

- National Organic Program compliant
- Free from harmful residuals
- Consistent with LEED standards

We also offer a selection of products designated by the EPA as "minimum-risk." Containing only food-grade ingredients, minimum-risk products pose no risk to food safety, humans or the environment, and are exempt from EPA registration.

#### **Training and Certification**

Orkin's leadership decided long ago that training would set the company apart in the industry. With that in mind, we have invested millions to develop award-winning training programs that extend well beyond the classroom. This means every one of our clients benefits from Orkin's expert pest management knowledge, tools and techniques.

All Orkin employees are bonded and undergo regular drug screenings and criminal background checks prior to being hired. Orkin uses E-verify and has the required labor law postings displayed. These screenings are followed by annual motor vehicle report checks and random employee drug testing.

#### **Expertly-Trained Pest Specialists**

Our Commercial Pest Specialists complete 160 hours of hands-on training in their first year, including:

- Training in specific protocols for your industry, as well as federal, state and local regulatory requirements.
- Treatment techniques that conform to industry standards, ensuring the smartest and most effective pest management program available.
- Formal accredited classwork from Purdue University and National Pest Management Association.

#### **Orkin Learning Center**

No investment in employees has defined Orkin's commitment more visibly than the Orkin Learning Center. The 13,000-square-foot Atlanta facility includes a mock hotel room, restaurant kitchen, hospital room, bar, food storage warehouse, food retail aisle, rooftop air ducts and other "real world" settings to provide trainees with the hands-on experience they need to meet the specialized challenges of commercial environments.

#### **Orkin TV**

Orkin TV is an interactive television communications network that creates a live "virtual classroom" for our employees. Broadcast from the Orkin Learning Center in Atlanta, it allows us to deliver in-depth and consistent training quickly to locations across the country, enabling them to receive specialized training and stay up-to-date on the latest pest management techniques. It also allows new employees to participate in past trainings via interactive video-on-demand capabilities.



#### **What Our Training Excellence Means to You**

- **Latest Tools and Techniques** – The science of pest management is always evolving, and the Orkin Learning Center keeps us on the cutting edge. For our clients, this means constant access to the most recent and effective pest control technologies available.
- **Regulatory Knowledge** – Orkin Commercial Pest Specialists are well versed in AIB International and HACCP protocols, Good Manufacturing Practices (GMPs), and federal, state and local regulatory requirements.
- **Training Assistance** – Whether it's IPM training for your staff or free training downloads from Orkin Field Notes (visit <http://www.orkin.com/commercial/blog/>), our clients benefit from Orkin's educational expertise as well as our pest management knowledge.

#### **Safety**

At Orkin, safety is a top priority. At their time of hire, our employees receive an Employee Safety Handbook and must complete a required training program that includes 58 different modules. In addition, each year our employees must complete additional training that includes Personal Protective Equipment, Respiratory Protection and Fit Test, Ladder Safety, and Hazcom training along with driver training through Alert Driving.

#### **Educating Clients' Employees**

We believe the most effective pest management programs start with partnerships. Orkin will partner with you to develop a collaborative Integrated Pest Management (IPM) program that relies on knowledge, cooperation and commitment from everyone involved. We actively encourage all employees to participate in the program.

Proper maintenance and good sanitation also play a critical role in your IPM program. Your Orkin Commercial Pest Specialist and local Orkin Manager will offer advice on ways to improve your current maintenance and sanitation practices. In addition, our free training downloads from Orkin Field Notes (<http://www.orkin.com/commercial/blog/>) allow our clients to benefit from Orkin's educational expertise as well as our pest control knowledge. Orkin also can provide IPM training upon request that will train your staff on pest pressures specific to your industry.

#### **Importance of Our Partnership**

At Orkin, we value each and every one of our customers, and realize the importance of superior pest management to help protect the reputation you've worked so hard to build. The most effective pest management programs start with partnerships – after all, your reputation is an extension of our own, and we take pride in your success. That's why we make it our mission to partner with you to develop a collaborative Integrated Pest Management (IPM) program and provide solutions to meet your needs. We take pride in our customers, and offering free on-site IPM training to your staff is just one way we show our appreciation and dedication to your business. In addition, Orkin has years of experience working with third-party management companies and can accommodate unique servicing, reporting and billing needs based on your business' situation.

#### **Transition Plan**

Orkin knows that communication, accurate account information, an experienced account transition team and an action plan are all elements required to ensure a smooth and seamless transition. As the first step of our transition plan, we would agree upon an implementation plan and milestones. We have established a transition team who will be responsible for overseeing the process from start to finish. During the transition, we will discuss the rollout plan for our work with you and make adjustments as necessary. Your transition team will work with Orkin's team to review the scope of service, start schedule and contract for your account.

#### **Quality Metrics**

We back Orkin Precision Protection™ with Orkin's Quality Assurance program (featured in the American Society for Quality's *Quality Progress* magazine), which guarantees your pest management service meets Orkin's high quality standards – and your own.



**P R E C I S I O N  
P R O T E C T I O N**

**Methodology: Our A.I.M.® Approach to Pest Prevention - Environmental Commitment**

Effective pest management is a process, not a one-time event. Through our Integrated Pest Management (IPM) approach, which we call A.I.M., we identify the best program for your needs based on scientific research and custom solutions. Our methods combine a collaborative and ongoing cycle of three critical activities, so you can rest assured that your business is getting maximum protection with minimum exposure.

**Assess**

First we inspect, identify and evaluate all the underlying reasons pests infest your establishment.

- **Comprehensive inspections**  
We detect any sanitation issues or structural conditions conducive to pests.
- **Identification of pest activity**  
We examine and report any evidence of pest infestation.
- **Risk evaluation**  
We consider your establishment's design, geography and any conditions conducive to pest activity.

**Implement**

Your Orkin Commercial Pest Specialist continually works with you to develop a customized solution to suit your establishment's unique needs.

- **Focus on prevention**  
When we can, we start with exclusion, sanitation and other non-chemical options.
- **Environmentally responsible**  
If a product is needed, your Orkin Commercial Pest Specialist selects the most effective treatment with the least impact on the environment.
- **Sanitation consultation**  
Your Orkin Commercial Pest Specialist will consult with you to make sure your cleaning, maintenance and exclusion efforts make a real impact on potential pest "hot spots."

**Monitor**

- **Ongoing monitoring**  
During regular service inspections, your Orkin Commercial Pest Specialist monitors for signs of pest activity, looks for pest-friendly conditions and helps make sure your program is working.
- **Documentation and communication**  
After each service, your Orkin Commercial Pest Specialist documents all services performed, pest activity and any recommendations.

## **Partnership Roles & Responsibilities**

Orkin knows from experience that the most successful pest management programs are true partnerships between our Commercial Pest Specialists and our clients' management and staff. By working together to fulfill the roles and responsibilities outlined below, we can make your Orkin IPM program as effective as possible, day in and day out.

### **Orkin Commercial Services**

1. Provide service to your restaurant a minimum of TBD. In the unlikely event that additional services are necessary between regular visits, they will be provided at no additional cost.
2. Perform a comprehensive inspection during each scheduled visit and determine appropriate treatment methods.
3. Provide a written Service Report after each regular visit, which will describe any deficiencies in housekeeping, maintenance or sanitation that could promote pest problems. Recommendations will be made for correcting these deficiencies and submitted to you.
4. If necessary, carefully select and apply least-hazardous pesticide formulations in accordance with federal, state and local regulations and label instructions. Copies of labels and Safety Data Sheets (SDS) will be housed on-site for your reference.
5. Your Orkin Account Manager will visit your establishment within 60 days of your initial service to review your program and ensure it meets your expectations.

### **LAWA**

1. Make the premises available for service at the specified time and ensure that all areas are accessible for inspection and treatment.
2. Prepare your premises for service according to the agreed upon conditions to ensure protection of your property from contamination.
3. Promptly correct deficiencies noted on the written reports provided by your Orkin Commercial Pest Specialist. This is critical to ensure the integrity of your IPM program.
4. Train your employees to conduct routine cleaning processes that do not disturb, remove or contaminate the control methods placed by your Orkin Commercial Pest Specialist (or, Orkin can provide training to your staff upon request).
5. Designate one or two employees to report all pest sightings to your Orkin Commercial Pest Specialist for review during each visit.

### **Standards of Performance**

To effectively prevent and manage pests at your restaurant, your Orkin Commercial Pest Specialist will adhere to the Standards of Performance outlined below as part of your comprehensive IPM program.

### **METHODS OF CONTROL**

#### **Non-Chemical Techniques**

1. **Glue boards/sticky traps** of varying types may be used to trap crawling insects and rodents for the dual purpose of monitoring and control. They will be positioned in areas most likely to be frequented by pests, yet placed so as not to

2. interfere with operations. All placements will be recorded on a detailed site diagram.
3. **Pheromone traps** may be deployed as needed and as defined by the scope of service agreement to monitor insect populations.
4. **Mechanical traps** of various types may be used as needed to monitor and/or control rodents. Each station will be mapped on a site diagram.
5. **Ultra-violet light traps** (if required) may be used to trap and monitor various flying insects. These traps will be checked weekly and serviced as needed according to the scope of service agreement.
6. **Vacuums** may be used as needed to remove insects and any debris that might serve as an insect food source.
7. **Foam sealant or caulking** may be used to close openings that can be used by pests, either as harborage or entry points.

#### **B. Chemical Techniques**

1. **Pesticides**, if needed, will be applied in accordance with individual product label instructions and only when non-chemical methods have been ineffective or are inappropriate. Materials will be selected from a list of preferred products offered by Orkin or from an approved list developed in consultation with Orkin. Copies of product labels and SDS will be provided.
2. **Rodent baits** will be used in enclosed and tamper-resistant bait stations on exterior locations of the facility, such as the building perimeter and fence line. Bait stations in all exterior locations and other areas that are accessible to children, pets or non-target wildlife will be of a tamper-resistant variety.
3. **Orkin Actizyme® Floor and Drain Cleaner**, is a professional cleaning solution that uses naturally occurring enzymes and beneficial bacteria to break down and dissolve organic compound buildup. Orkin Actizyme will be used throughout the facility to clean floors, drains, non-food contact equipment and other locations as deemed appropriate by your Orkin Commercial Pest Specialist.

## **2. SERVICE PROCEDURES**

### **A. Exterior<sup>1</sup> – General Procedures**

#### **1. Insect and Crawling-Pest Control**

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<sup>1</sup> Exterior coverage extends to immediate area around structures under contract unless otherwise indicated. Amount of property serviced may be dependent on local or state regulations as well.

As part of Orkin's Perimeter Defense System, baits or seasonal residual insecticide applications will be made as needed in specific, targeted areas around the immediate exterior of the facility. These areas might include door frames, window frames, exhaust fan ports, loading docks and foundation walls. Care will be exercised to prevent drift of materials into the facility, or landing on surfaces such as door thresholds that might allow them to be transported inside on shoes or wheels of equipment. The Perimeter Defense System will also include the use of exclusion techniques. Orkin always considers appropriate non-chemical methods of control before utilizing chemical options.

2. **Rodent Control**

Orkin will install and maintain a supply of weatherproof and tamper-resistant rodent bait stations around the exterior of the facility in locations such as fence lines, building perimeters and other areas likely to be attractive to rodents. The bait stations will be anchored in place. Each bait station will be serially numbered to correspond with a site diagram that notes its location. The stations will be inspected at least monthly to monitor for rodent activity and to ensure that rodent bait remains fresh. Orkin will dispose of any rodent remains – client staff should not attempt to remove or disturb bait stations or their contents.

3. **Sanitation**

Refuse areas behind the building (including dumpsters, garbage cans, etc.) will be monitored monthly and treated as necessary with Orkin Actizyme® cleaning product to inhibit pests' use of these areas for breeding and harborage. In addition, for freestanding locations, perimeter treatments also will be applied as necessary.

B. **Interior – General Procedures**

1. **Insect and Crawling-Pest Control**

The primary control measures in foodservice establishments will be visual inspections and monitoring devices. Your Orkin Commercial Pest Specialist will inspect for conditions conducive to pest infestations and for signs of pests. Orkin will report any needed repairs or maintenance and sanitation issues.

To monitor pest activity, glue traps may be used on floor areas where crawling pests are likely to frequent, and pheromone traps may be used for insects. All traps will be inspected weekly and the information kept on an accumulative log sheet to show increases in numbers of insects trapped. The results of the trap catches and visual inspections will largely determine what course of action is necessary to prevent an infestation.

Control measures may include physical removal of pests and infested materials, sealing cracks and crevices, and bait application. In the event that baiting and trapping fail to achieve an acceptable level of control, Orkin will use other

measures (*identified in Sections 1A and 1B above*) as needed in specific, targeted areas within the establishment.

2. **Rodent Control**

A combination of single-catch and multiple-catch mechanical traps may be placed in areas most likely to be used as runways by rodents, serving as a monitoring and control measure. Your Orkin Commercial Pest Specialist will determine the types of traps used based on an inspection of your restaurant. Baits will not be used in public areas inside the establishment.

Rodent devices may be placed along walls or in other areas that rodents might use as runways. All such rodent devices will be serially numbered, mapped on a building site diagram and maintained at least monthly. Orkin will dispose of any captured rodents or rodent remains – client staff should not attempt to remove or disturb trap contents. Traps must remain accessible for service by Orkin at all times.

In the event that baiting and trapping fail to achieve an acceptable level of control, Orkin may use other measures (*identified in Sections 1A and 1B above*) as needed in specific, targeted areas within the establishment.

3. **Fly Control**

Orkin's Fly Control Program uses various mechanical controls such as light traps, jar traps and odor control, along with chemical controls such as baits and residual sprays. Monitoring devices will be used to monitor for flying insect activity and will be inspected by your Orkin Commercial Pest Specialist during each service visit. (All devices necessary are included in the proposed pricing.)

4. **Sanitation**

A monthly treatment of drainage areas will be performed in areas most conducive to flying insect harborage and breeding. This treatment will utilize Orkin Actizyme® Floor and Drain Cleaner and will attack grease and organic debris that build up on floors and in floor drains. Orkin Actizyme can help eliminate the conditions that fruit and drain flies need to breed without harsh chemicals or fumes. The product will be applied to the floor and placed on the underside of drain covers, helping eliminate conditions conducive to pest breeding.

*(See also Section 2C Interior – Specific Procedures below)*

C. **Interior – Specific Procedures**

In certain areas of your facility, your Orkin Commercial Pest Specialist will follow specific service procedures tailored to the special pest management needs of such areas and based on Orkin's experience in similar conditions. In all cases, pest management methods will be selected and implemented as needed according to the procedures outlined above in Section 2B Interior – General Procedures.

1. **Customer Dining Areas**

To ensure that your pest management efforts are invisible to customers, your Orkin Commercial Pest Specialist will work with you to arrange a schedule for the inspection of customer dining areas.

Visual inspections and monitoring devices will be the primary measures of control in dining areas. Orkin will promptly report any maintenance and sanitation needs in these areas to reduce the contributing factors to pest problems. In the event that these methods fail to achieve an acceptable level of control, Orkin will use other measures (*identified in Sections 1A and 1B above*) as needed in specific, targeted areas.

**2. Food Preparation Areas**

Your Orkin Commercial Pest Specialist will start with a comprehensive inspection to identify food and water sources and common insect-harborage points in food preparation areas. These insect-harborage points include, but are not limited to:

- under and behind stainless steel tables,
- sinks and splashboards,
- electrical outlets, switches, compressors and control boxes,
- countertop equipment (e.g., coffee makers, soda machines, microwaves, meat slicers, etc.),
- behind false walls near food prep tables,
- shelving,
- drop ceilings,
- clocks and other wall-mounted items,
- dishwasher units and soiled dish conveyors and carts.

Your Orkin Commercial Pest Specialist also will search out cracks and crevices at wall/ceiling junctures, wall/floor junctures and in corners, and will alert you of any needed repairs. Control measures also may include physical removal of pests and infested materials and application of bait and insect growth regulator (IGR), as well as non-repellent insecticide dust in wall voids (if needed). Your Orkin Commercial Pest Specialist will take the utmost care to implement all control measures so that they are invisible to your customers.

**3. Storage Areas**

Since shipments are often the source of most incoming pest problems, proper upkeep of your establishment's storage areas is critical. Your Orkin Commercial Pest Specialist will inspect these areas and make recommendations that will help eliminate potential pest harborage sources and ensure your program's effectiveness.

**4. Employee Locker/Break Rooms**

Employees can unknowingly carry pests into your establishment on their belongings or clothing, and unattended food or excess moisture in employee

lockers and break rooms can then aid in pests' survival. Your Orkin Commercial Pest Specialist will inspect these areas and monitor for pest activity during

regular service visits. If pests are found, Orkin will work with you and your employees to quickly eradicate the source of the problem.

**ISO 9001:2008 Certified Corporate Compliance Audits**

Orkin employs a National Quality Systems Team, which utilizes an ISO 9001:2008 certified audit process to ensure proper documented procedures are followed. Close monitoring by the ISO Certification Process reinforces Orkin's documented quality management processes and strict regulatory compliance. (Orkin's Quality Assurance process is certified to be in conformance with ISO 9001:2008 requirements.)

Orkin also has an independent Pest and Termite Control Quality Assurance Department that regularly audits the services provided by our branch locations to ensure they meet the Orkin standard. These audits include:

- On-site Safety & Regulatory Review
- Vehicle Safety Inspections
- Service Equipment Inspections
- Administrative Review
- Personnel Training Requirements
- Client On-site Service Inspections
- Service Standard Adherence (Orkin, AIB International, FDA, USDA, etc.)



PEST CONTROL DOWN TO A SCIENCE™

## COMPANY PROFILE

### Company Ownership and Annual Revenue

Founded in 1901, Atlanta-based Orkin, LLC is a wholly owned subsidiary of Rollins, Inc. (NYSE:ROL). Operating under the Orkin® and Orkin Canada® trademarks, Orkin serves 1.7 million clients through more than 400 locations across the world. Rollins' annual revenue for 2018 was \$1.822billion. Our financials are always available online at [rollins.com](http://www.rollins.com): <http://www.rollins.com/sec>. Rollins, Inc. is incorporated in Delaware on 2/24/1948.

D&B Number: 00-2509420  
DUNS Number: 006919088

### Company Infrastructure

Orkin is geographically comprised of the Northeast Division, Pacific Division, Midwest Division, South Central Division and Southeast Division. All five divisions report to Freeman Elliott, President of Orkin North America. Each operating division has a management team that consists of a Division President, Assistant Division Vice President and a Division Technical Services representative. Within each division, Orkin is further broken out into operating regions. Each region is overseen by a Region Manager and an Assistant Region Manager.

Orkin's customer service provides a layer of support to our operational infrastructure. In 2006, Orkin opened the 20,000-square-foot Orkin Customer Service Center, a call center that has improved our capability to provide extraordinary client service, sales assistance and field support nationwide. We also created a National Client Services Organization to improve how we manage national accounts.

The Pacific Division headquarters is in Riverside, CA with branch offices throughout Los Angeles County: Commerce, Covina, Long Beach (2), Los Angeles (6) Rosemead (2), San Dimas and Torrance.

Division Office: 12710 Magnolia Avenue, Riverside, CA 92530 (866) 580-1813 phone, (213) 232-7002 Fax

Sean Murray – Pacific Division President, [smurray@orkin.com](mailto:smurray@orkin.com)  
Ed Bove – Division Sales Director, [ebove@orkin.com](mailto:ebove@orkin.com)  
Bill Giorgi – Commercial Region Manager, [wgiorgi@orkin.com](mailto:wgiorgi@orkin.com)  
Robert Barr - Assistant Region Manager, [rbarr@orkin.com](mailto:rbarr@orkin.com)  
Kevin Tinsley – Termite Manager, [ktinsley@orkin.com](mailto:ktinsley@orkin.com)  
Frank Meek – Technical Director – BCE, [fmeek@rollins.com](mailto:fmeek@rollins.com)  
Ted Whitford – Compliance Auditor, [twhitford@rollins.com](mailto:twhitford@rollins.com)

### Sustainability Initiatives

At Orkin, we believe it is our responsibility to care for the environment while still helping to control pests in our customers' businesses.

### *Committed to Environmentally Conscious Approaches*

By following the latest best practices in Integrated Pest Management (IPM), we help our Precision Protection™ clients create cleaner and healthier working environments. But we believe we have a responsibility to help protect the larger environment as well. Orkin's pest management philosophy starts with non-chemical approaches to control pests, such as mechanical traps and sealants, to prevent pests from entering and infesting your business. We also use target-specific treatments that zero in on specific pest problems. This approach helps us achieve acceptable levels of control with the least possible impact to humans and the environment.

## ***Our Operations***

Operationally, we reduce our footprint through the following ways:

- We use GPS and route consolidation software to help reduce our emissions and provide more efficient travel from customer to customer.
- Our usual every-other-month service frequency is more responsible than a monthly model because it reduces mileage and fuel emissions by half.
- We select, operate and maintain our facilities and vehicles with an eye toward energy efficiency and wise use of other resources.
- We reduce paper use companywide through recycling programs and electronic payroll systems.
- We encourage public transportation and vanpooling by offering discounts to participating coworkers.
- Our Environmental Stewardship Group is a team of coworkers from across the company who review Orkin practices and initiatives to monitor and maintain our responsible environmental stewardship.

## ***Our Training***

Orkin began the pest control industry's first satellite training program in 2006 to reach thousands of coworkers efficiently. This program eliminated an estimated 1 million miles of travel that our employees previously logged to attend mandatory training sessions.

## ***Partnerships to Advocate for Environmentally Responsible Pest Management***

We partner with several industry-leading organizations to advocate greener pest management practices in homes and businesses across the country:

- As part of our commitment to environmental responsibility, Orkin is a member of the [National Pest Management Association's Quality Pro](#), a program that maintains rigorous ethical and operational standards for professional pest control operators.
- Orkin partners with the [Association for the Healthcare Environment](#) (AHE) to promote more effective and environmentally responsible pest control practices in healthcare settings. We co-authored "AHE's Recommended Practice: Integrated Pest Management," a best practices guide to healthcare pest control, and launched [HealthcarePestControl.com](#), an interactive online handbook that provides free training resources on smarter pest management practices.
- Orkin is a [Building Owners and Managers Association](#) (BOMA) Leadership Circle Partner. We worked with BOMA to develop "Green Pest Management: A Property Manager's Checklist" for BOMA members.
- With an increasing number of states implementing stricter regulations on the use of chemicals in educational facilities, we based our school service protocols on [School IPM 2015](#), the recommendations of a national, USDA-funded group of IPM experts – including Orkin Technical Services Manager Patrick Copps – dedicated to improving pest management practices in our nation's schools. We also created [JuniorPI.com](#), a resource for teachers to educate their students about the importance of pests and the environment.
- Orkin is the first pest management Education Provider for the [U.S. Green Building Council](#) (USGBC). We developed an online training program for the USGBC to teach the building industry and LEED professionals about Integrated Pest Management and how it fits into green building practices.
- We partner with the [IPM Institute of North America](#), [NSF International](#) and the [Association for the Healthcare Environment](#) on the IPM Partner Awards, which honor food processing, pharmaceutical and healthcare facilities that show the greatest commitment to their IPM partnership with Orkin – a key to reducing chemical usage in these sensitive environments.

## ***Importance of Our Partnership***

At Orkin, we value each and every one of our customers, and realize the importance of superior pest management to help protect the reputation you've worked so hard to build. The most effective pest management programs start with partnerships – after all, your reputation is an extension of our own, and we take pride in your success. That's why we make it our mission to partner with you to develop a collaborative Integrated Pest Management (IPM) program and provide solutions to meet your needs. We take pride in our customers, and by offering free on-site IPM training to your staff is just one way we show our appreciation and dedication to your business. In addition, Orkin has years of experience working with third-party management companies and can accommodate unique servicing, reporting and billing needs based on your business' situation.

## 5.2 Cost Proposal Form



LOS ANGELES WORLD AIRPORTS: COST PROPOSAL FOR

Integrated Pest Management (IPM) Services

Development of a Comprehensive Integrated Pest Management Program at Los Angeles International Airport

CONSULTANT									
TITLE	Service Manager	Account Manager	Senior/Lead Technician	Technician	Eradication Technician	Technician Other	Entomologist	Admin/Clerical	Materials/Equipment
HOURLY RATE	\$ 110.00	\$ 110.00	\$ 77.00	\$ 73.00	\$ 73.00	\$ 73.00	\$ 125.00	\$ 73.00	XXX
<b>TASK 1: DEVELOPMENT OF IPM PROGRAM-(provide estimated # of hours per staff involved)</b>									
Review current status	5						5		
Develop program for current needs	3						3		
Report to formalize strategic planning over 7 year period	3								
Work with LAWA staff to develop complete IPM program	3								
<b>SUBTOTAL TASK 1(formula built-in as hourly rate X no. of hours=\$)</b>	<b>\$ 1,540.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TASK 2: INVENTORY ALL FACILITIES THAT REQUIRE TREATMENT AND PEST CONTROL-(provide estimated # of hours per staff involved)</b>									
Review all facilities to determine treatment/control requirements	5						5		
Develop list of all facility locations and various LAX and vendor contact information	3								
Recommendations to address pest access routes & make improvements	3						3		
Report providing complete IPM program plan	3						3		
<b>SUBTOTAL TASK 2 (formula built-in as hourly rate X no. of hours=\$)</b>	<b>\$ 1,540.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,375.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TASK 3: ACTION ITEMS-(provide estimated # of hours per staff involved)</b>									
Maintain on-site staff 24/7 to perform treatment, inspections, answer trouble calls.			1248						
Train Customers re: proper cleanliness in order to avoid unanticipated pest problems			416						
Provide monthly report of activities, treatments, inspections, recommendations and activities.			416						
Monthly pest control maintenance cost				8928					
<b>SUBTOTAL TASK 3(formula built-in as hourly rate X no. of hours=\$)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 160,160.00</b>	<b>\$ 651,744.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PROJECT TOTALS (displayed sum of Task 1, 2, and 3 subtotals)</b>	<b>\$ 3,080.00</b>	<b>\$ -</b>	<b>\$ 160,160.00</b>	<b>\$ 651,744.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,375.00</b>	<b>\$ -</b>	<b>\$ -</b>



**LAX**

*Los Angeles World Airports*

**IN PARTNERSHIP WITH**



**PEST CONTROL DOWN TO A SCIENCE.™**

Integrated Pest Management Services

Due Date: 07-22-2022 2:00 p.m. PST

**EXHIBIT B**



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# VENDOR IDENTIFICATION FORM

**ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.**

GENERAL INFORMATION																		
<b>Legal Name:</b> Orkin Services of California, Inc.	<b>Doing Business As:</b> Orkin Pest Control																	
Are you an Independent contractor eligible to receive a 1099-MISC? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> EIN or SSN: 27-1239248 (A TIN (SSN or EIN) and W-9 are required)	<b>License or Registration Number (if applicable):</b> _____ <b>Payment Terms (code):</b> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">0</td> <td style="width: 20px; text-align: center;">0</td> <td style="width: 20px; text-align: center;">1</td> <td style="width: 20px; text-align: center;">4</td> </tr> </table>	0	0	1	4													
0	0	1	4															
<b>Ownership:</b> <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): _____	<b>Applicable to Out-of-state Vendors:</b> Submit per CA FTB Pub 1017, Resident/Nonresident Withholding Guidelines for information go to: <a href="http://www.ftb.ca.gov/">www.ftb.ca.gov/</a> <input 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: <a href="https://www.irs.gov/publications/p615">https://www.irs.gov/publications/p615</a>																	
<b>BTRC/Vendor Registration Number:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">0</td><td style="width: 20px;">0</td><td style="width: 20px;">0</td><td style="width: 20px;">0</td><td style="width: 20px;">4</td><td style="width: 20px;">2</td><td style="width: 20px;">4</td><td style="width: 20px;">9</td><td style="width: 20px;">8</td><td style="width: 20px;">2</td><td style="width: 20px;">.</td><td style="width: 20px;">0</td><td style="width: 20px;">0</td><td style="width: 20px;">0</td><td style="width: 20px;">3</td><td style="width: 20px;">-</td><td style="width: 20px;">1</td> </tr> </table>		0	0	0	0	4	2	4	9	8	2	.	0	0	0	3	-	1
0	0	0	0	4	2	4	9	8	2	.	0	0	0	3	-	1		
<input type="checkbox"/> BTRC/VRN application pending (please attach the application) For instructions please go to: <a href="https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm">https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm</a>																		
BUSINESS ADDRESS																		
<b>Street:</b> 1053 Creshshaw Blvd. <b>Suite #:</b> _____	<b>Contact Person:</b> Robert E Barr																	
<b>City:</b> Los Angeles	<b>Contact Person's Title:</b> Assistant Region Manager																	
<b>State:</b> CA <b>Zip Code:</b> 90019	<b>Fax:</b> (213) 232-7002 <b>Phone:</b> (213) 261-1388																	
<b>Website:</b> <a href="http://www.orkin.com">www.orkin.com</a>	<b>Email:</b> rbarr@orkin.com																	
<b>Remittance address (if required and different from the above):</b> PO Box 7161, Pasadena, CA 91109-7161																		
BUSINESS INFORMATION																		
<b>Service Area:</b> International <input type="checkbox"/> National <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Local <input type="checkbox"/>	<b>Years in Business:</b> <u>1901</u> <b>Number of Employees:</b> <u>16,000</u>																	
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.																	
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE																		
<b>EEO Officer (name):</b> Quentin Misenheimer	<b>Phone Number:</b> (404) 888-2000																	
<b>EEO Officer's Title:</b> HR VP	<b>Email:</b> qmisenhe@rollins.com																	

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.	
<b>Authorized Signature</b>	<b>Date</b> 07/12/2022
<b>Print Name</b> Robert E Barr	<b>Title</b> Assistant Region Manager

For LAVA use only	
<b>Project name:</b> _____	<b>Project No:</b> _____
<b>Requesting Division:</b> _____	<b>Contact Person:</b> _____
<b>Phone No:</b> _____	
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 424-648-5380 or email Los Angeles World Airports, Procurement Services Division at [procurementrequirements@lawa.org](mailto:procurementrequirements@lawa.org)

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
226786	Public Works Building	Norma Castillo - CBRE Agent for City of Los Angeles	08/18/2021		Pest Control	\$2,873.00

EXHIBIT B

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA )
) ss.:
COUNTY OF \_\_\_\_\_ )

Robert Emanuel Barr being first duly sworn, deposes and says:
(Type or print name)
that he or she is the Assistant Region Manager of
(Type or print title)
Orkin Services of California, Inc. dba Orkin Pest Control 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: [Handwritten Signature]

Name: Robert Emanuel Barr

Title: Assistant Region Manager

SEE NOTARY ATTACHMENT

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)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On July 13, 2022 before me, Briana C. Martinez, Notary Public  
(insert name and title of the officer)

personally appeared Robert Emanuel Barr  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROPOSAL BOND

(Not required if certified or cashier's check accompanies the Proposal)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, Orkin Services of California, Inc.  
as Principal, and Travelers Casualty and Surety Company of America, 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 Oblige, in the sum of ten percent (10%) 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  
Oblige the aforementioned sum of ten percent (10%) 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 14th day of July, 20 22.

Orkin Services of California, Inc.

PRINCIPAL

By [Signature]  
Signature/Title Freeman Elliott, President

By [Signature]  
Signature/Title Julie Dimmerman, Treasurer



Travelers Casualty and Surety Company of America

SURETY

By [Signature]  
Attorney-in-Fact  
Frank Kinnett (CA License #0E97688)

NOTE: ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM  
THE SURETY.

**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 "not less than ten percent (10%) of the aggregate sum of the bid" [Los Angeles Administrative Code (Section 10.15 (d))], unless the Instructions to Bidders/Proposers expressly states a fixed sum in a different amount.

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.

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia  
County of Gwinnett

On July 14, 2022 before me, Lisa Williams, Notary Public  
(insert name and title of the officer)

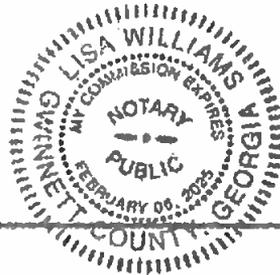
personally appeared Freeman Elliott  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa Williams

(Seal)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia  
County of Swain

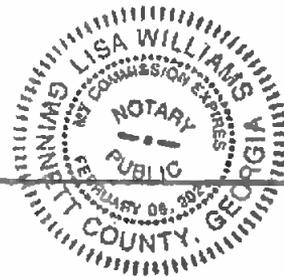
On July 14, 2022 before me, Lisa Williams, Notary  
(insert name and title of the officer)

personally appeared Julie Blumer Man  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa Williams (Seal)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia  
County of Cobb

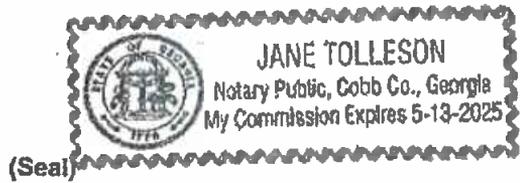
On July 14, 2022 before me, Jane Tolleson, Notary Public  
(insert name and title of the officer)

personally appeared Frank Kinnett  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jane Tolleson





Travelers Casualty and Surety Company of America  
 Travelers Casualty and Surety Company  
 St. Paul Fire and Marine Insurance Company  
 Farmington Casualty Company

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Frank Kinnett, of ATLANTA, GA, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I herunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



*Anna P. Nowik*

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of July, 2022.



*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FORM  
55

# Prohibited Contributors (Bidders)

Los Angeles City  
ETHICS COMMISSION

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

Original Filing       Amendment: Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): 42624      Date Bid Submitted: 07/19/2022

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
LAWA Integrated Pest Management Program RFP

Awarding Authority (Department awarding the contract): LAWA

Bidder Name: Orkin Services of California, Inc. dba Orkin Pest Control

Bidder Address: 1053 Crenshaw Blvd. Los Angeles, CA 90019

Bidder Email Address: rbarr@orkin.com      Bidder Phone Number: (866) 580-1813

### Schedule Summary

Please complete all three of the following:

- |  |  |                                |
|--|--|--------------------------------|
| 1. SCHEDULE A – Bidder's Principals (check one)<br>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).<br>At least one principal is required for entities. (If you check "Yes", Schedule A is required.)  | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| 2. SCHEDULE B – Subcontractors and Their Principals (check one)<br>The bidder has one or more SUBCONTRACTORS on this bid or proposal with<br>subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):  | <u>3</u>                                   |                                |

### 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.

Robert E Barr  
Name  
Assistant Region Manager  
Title

Robert E Barr      Digitally signed by Robert E Barr  
Date: 2022.07.12 16:24:47  
-07'00'  
Signature  
07/12/2022  
Date

## Schedule A - Bidder's Principals

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

Name: <u>Robert E Barr</u>	Title: <u>Assistant Region Manager</u>
Address: <u>1053 Cranshaw Blvd., Los Angeles, CA 90019</u>	
Name: <u>William Giorgi</u>	Title: <u>Region Manager</u>
Address: <u>12710 Magnolia Avenue, Riverside, CA 92503</u>	
Name: <u>Gary W. Rollins</u>	Title: <u>Chairman and CEO</u>
Address: <u>2170 Piedmont Road, Atlanta, GA 30324</u>	
Name: <u>John F. Wilson</u>	Title: <u>Vice Chairman</u>
Address: <u>2170 Piedmont Road, Atlanta, GA 30324</u>	
Name: <u>Kevin Smith</u>	Title: <u>CMO</u>
Address: <u>2170 Piedmont Road, Atlanta, GA 30324</u>	
Name: <u>Julie Bimmerman</u>	Title: <u>Interim CFO and Treasurer</u>
Address: <u>2170 Piedmont Road, Atlanta, GA 30324</u>	
Name: <u>Thomas Tesh</u>	Title: <u>CIO</u>
Address: <u>2170 Piedmont Road, Atlanta, GA 30324</u>	
Name: <u>Freeman Elliot</u>	Title: <u>President of Orkin</u>
Address: <u>2170 Piedmont Road, Atlanta, GA 30324</u>	
Name: <u>Sean Murray</u>	Title: <u>Vice President</u>
Address: <u>12710 Magnolia Avenue, Riverside, CA 92503</u>	

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 <b>Payne Pest Management Inc.</b>
Subcontractor's Address <b>43460 Ridge Park Drive, Suite 250, Temecula, CA 92590</b>

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: <u>Jason Payne</u>	Title: <u>President and COO</u>
Address: <u>43460 Ridge Park Drive, Suite 250, Temecula, CA 92590</u>	

Name: <u>Kathleen Payne</u>	Title: <u>CFO and Treasurer</u>
Address: <u>43460 Ridge Park Drive, Suite 250, Temecula, CA 92590</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.



**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.

8. Most of Orkin's contacts are recurring service contracts, and we allow customers to terminate early for various reasons... budgetary considerations, entity being sold, etc.

10. Orkin has a very large portfolio using our GSA account. GSA audit information is available upon request. The reference list has additional customer sights listed. Two such entities are listed below. Also, Orkin has service LAWA/LAX for the past seven (7) years earning the previous all inclusive IPM contract. We also serviced many of the areas and businesses prior to the award in 2015.

**Name:** Sacramento County International, Executive and Mather Airports  
**Prime Contract**  
**Period of Performance:** 2020 – Current  
**Contract Value:** \$ 106,080.00  
**Point of Contact:** Val Mejia, Airport Operations Officer  
**Phone:** (916) 874-0711

**Name:** Portsmouth Naval Shipyard  
**Prime Contract**  
**Period of Performance:** 2009 – Current  
**Contract Value:** over \$80,000.00/year  
**Point of Contact:** Ms. Christine Henderson  
**Phone:** 207.438.4611

**Name:** Challenge Unlimited, Inc.  
**Subcontract under Great Lakes Naval Station Facility**  
**Support Contract**  
**Period of Performance:** 2015- Current  
**Contract Value:** ~ \$260,000.00/year  
**Point of Contact:** Mr. Brian Smith, Quality Control Manager  
**Phone:** 618.465.0044 x1475

**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.

Robert E Barr - Assistant Region Manager



07/13/2022

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.

Orkin Services of California, Inc - 1053 Crenshaw Blvd - Los Angeles - CAC - 90019 - (866) 580-1813

Signature of Officer or Authorized Representative



07/13/2022

Robert E Barr - Assistant Region Manager  
Print Name and Title of Officer or Authorized Representative

Date

Integrated Pest Management Program RFP - LAWA Project  
Title

## IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

### OPTION #1: CERTIFICATION

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

<i>Vendor Name/Financial Institution (printed)</i> Orkin Services of California, Inc dba Orkin Pest Control		<i>BTRC (or n/a)</i> 0000424992-0014-5
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Robert E Barr - Assistant Region Manager		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

### OPTION #2: EXEMPTION

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

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

**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.ecoc@lacity.org](mailto:bca.ecoc@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: Orkin Services of California, Inc dba Orkin Pest Control

Company Address: 1053 Crenshaw Blvd.

City: Los Angeles State: CA Zip: 90019

Contact Person: Robert E Barr Phone: (866) 580-1813 E-mail: rbarr@orkn.com

Approximate Number of Employees in the United States: 12,000

Approximate Number of Employees in the City of Los Angeles: 150

**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.

Orkin Services of California, Inc. will comply with the Equal Benefits Ordinance requirements 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 13 day of July, in the year 2022, at Covina, CA
Signature: Robert E Barr
Mailing Address: 12710 Magnolia Avenue, Riverside, CA 92503
City, State, Zip Code: Riverside, CA 92503
Title: EN/TEN

# 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 RAMP) <b>42624</b>	Awarding Authority (Department awarding the contract) <b>Los Angeles World Airports</b>
Bidder Name <b>Orkin Services of California, Inc. dba Orkin Pest Control</b>	
Address <b>1053 Crenshaw Blvd. Los Angeles, CA 90019</b>	
Email Address <b>rbarr@orkin.com</b>	Phone Number <b>(866) 580-1813</b>

## Certification

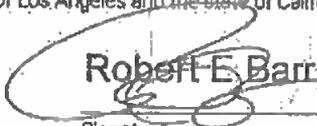
I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

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.

<p><b>Robert E Barr</b></p> <hr/> <p>Name</p> <p><b>Assistant Region Manager</b></p> <hr/> <p>Title</p>	<div style="text-align: center;">  <p><b>Robert E Barr</b></p> <hr/> <p>Signature</p> </div> <div style="text-align: center;"> <p><b>07/12/2022</b></p> <hr/> <p>Date</p> </div> <div style="text-align: right; font-size: small;"> <p>Digitally signed by Robert E Barr Date: 2022.07.12 13:36:28 -0700</p> </div>
---	---

## 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 Integrated Pest Management Program RFP

Today's Date: 07/12/2022

EXHIBIT B

BIDDER/PROPOSER COMPANY INFORMATION		BID/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME: <u>Orkin Services of California, Inc.</u>		\$808,615		Pest Control Services
ADDRESS: <u>1053 Crenshaw Blvd.</u>				
CITY/STATE/ZIP: <u>Los Angeles, CA 90019</u>				
CONTACT NAME: <u>Robert Barr</u>				
TELEPHONE NO: <u>(866) 580-1813</u>				
ETHNICITY:				
GENDER:				
FEDERAL TAX ID #: <u>27-1239248</u>				
EMAIL:				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: <u>561710</u>
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER <u>Harbor</u>				
SUBCONTRACTOR COMPANY INFORMATION		% PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: <u>Payne Pest Management, Inc.</u>		\$40,431		Pest Control Services
ADDRESS: <u>43460 Ridge Park, Suite 250</u>				
CITY/STATE/ZIP: <u>Temecula, CA 92590</u>				
CONTACT NAME: <u>Jason Payne</u>				
TELEPHONE NO: <u>(858) 294-0038</u>				
ETHNICITY:				
GENDER:				
FEDERAL TAX ID #: <u>20-4251878</u>				
EMAIL: <u>jpayne@paynepestmgmt.com</u>				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: <u>561710</u>
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER <u>Supplier Clearinghouse</u>				
NAME:				
ADDRESS:				
CITY/STATE/ZIP:				
CONTACT NAME:				
TELEPHONE NO:				
ETHNICITY:				
GENDER:				
FEDERAL TAX ID #:				
EMAIL:				
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				NAICS:
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				

EXHIBIT B

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 #:				
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 #:				
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 #:				
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	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				NAICS:
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				

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.

EXHIBIT B

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
	5 %	<input checked="" 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
	5 %	<input checked="" type="checkbox"/> SBE



SIGNATURE

07/12/2022

DATE

Robert E Barr

Assistant Region Manager

(866) 580-1813

PRINT NAME

TITLE

PHONE

# 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>5</u> %	SBE _____ %
LBE <u>0</u> %	LBE _____ %
LSBE <u>0</u> %	LSBE _____ %
DVBE <u>0</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/cal-bin/calawquery?codesection=ccc&codebody=&hits=20](http://www.leginfo.ca.gov/cal-bin/calawquery?codesection=ccc&codebody=&hits=20)).

Any reduction, increase, or other change to the SBE, LBE, LSBE or DVBE 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](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](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.

Orkin Pest Control - 1053 Crenshaw Blvd, Los Angeles, CA 90019 - (866) 580-1813

Company Name Address and Phone Number



07/12/2022

Signature of Officer or other Authorized Representative

Date

Robert E Barr - Assistant Region Manager

Print Name and Title of Officer or Other Authorized Representative

LAWA Integrated Pest Management Program RFP

Project Title



**CITY OF LOS ANGELES**  
 OFFICE OF FINANCE  
 P.O. BOX 53200  
 LOS ANGELES CA 90053-0200

7141 VALJEAN AVENUE  
 VAN NUYS, CA 91406-3859



\*\*\*\*\*AUTO\*\*ALL FOR AADC 923 95  
 PAYNE PEST MANAGEMENT INC 23437  
 43460 RIDGE PARK DR STE 250  
 TEMECULA CA 92590-3738

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0D02376760-0001-1	LC49	PROFESSIONS / OCCUPATIONS	7/2/2008	ACTIVE
PAYNE PEST MANAGEMENT INC 43460 RIDGE PARK DR STE 250 TEMECULA CA 92590-3738		ISSUED FOR TAX COMPLIANCE PURPOSES ONLY NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION		
7141 VALJEAN AVENUE VAN NUYS, CA 91406-3859		ISSUED BY:  DIRECTOR OF FINANCE		

*\*No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner.\**

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - OFFICE OF FINANCE, P.O. BOX 53200, LOS ANGELES CA 90053-0200  
 IMPORTANT - READ REVERSE SIDE

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**PAYNE PEST MANAGEMENT INC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 8):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Apply to accounts registered outside the U.S.)

**5** Address (number, street, and apt. or suite no.) (see instructions).  
**43480 RIDGE PARK DRIVE SUITE 250**

**6** City, state, and ZIP code  
**TEMECULA CA 92590**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	0	-	4	2	5	1	8	7	8
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Patricia M Payne*

Date ▶ *1-3-2022*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISO (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

- Form 1099-INT (interest earned or paid)

Printed on: 7/14/2022 10:36:11 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



### Office of Small Business & DVBE Services

Certification ID: 1249920  
Legal Business Name:  
Payne Pest Management, Inc.  
Doing Business As (DBA) Name 1:  
Payne Pest Management  
Doing Business As (DBA) Name 2:

Email Address:  
[kpayne@paynepestmgmt.com](mailto:kpayne@paynepestmgmt.com)  
Business Web Page:  
[www.paynepestmgmt.com](http://www.paynepestmgmt.com)  
Business Phone Number:  
85852772228  
Business Fax Number:  
858/277-2212  
Business Types:  
Service

Address:  
43460 Ridge Park Dr. # 250  
CA  
Temecula  
CA 92590

Certification Type	Status	From	To
SB	Approved	07/14/2022	07/31/2024

Stay Informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!  
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?  
Email: [OSDSHELP@dgs.ca.gov](mailto:OSDSHELP@dgs.ca.gov)  
Call OSDS Main Number: 916-375-4940  
707 3rd Street, 3-400, West Sacramento, CA 95605

**SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY**



CERTIFICATION EXPIRATION DATE: **January 16, 2023**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Payne Pest Management, Inc.***  
***Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

**VON: 10ES0115**

**DETERMINATION DATE: January 16, 2020**

EXHIBIT B