

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND  
SULLY-MILLER CONTRACTING COMPANY DBA BLUE DIAMOND  
MATERIALS FOR THE SUPPLY AND DELIVERY OF ASPHALT MIXES AT  
LOS ANGELES INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT**

THIS CONTRACT ("Contract"), made and entered into this \_\_\_\_\_ day of February, 2023 ("Effective Date"), at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the "City"), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or "LAWA"), and **SULLY-MILLER CONTRACTING COMPANY DBA BLUE DIAMOND MATERIALS**, with its principal place of business located in Brea, California 92821 ("Contractor").

**RECITALS**

WHEREAS, the City authorized the issuance of a Request for Bids for the supply and delivery of asphalt mixes ("products and services") at Los Angeles International Airport ("LAX") and Van Nuys Airport ("VNY")(collectively, "Airports"), Bid No. 121-078 ("RFB"); and

WHEREAS, in response to said RFB, Contractor submitted a bid ("Contractor's Bid") which was found to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is engaged in the business of providing the products and services of the type sought by LAWA; and

WHEREAS, the Board has now authorized the purchase of the products and services identified in the RFB as specified;

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 Scope of Work.** Contractor agrees to provide all labor, machinery, supervision, equipment, and tools necessary for the supply and delivery of different types of asphalt concrete mixes for use miscellaneous projects at the Airports including, but not limited to, taxiway and airfield projects, in accordance with the contractual terms, conditions and specifications ("Specifications") set forth in the RFB and Contractor's Bid and the price(s) contained in Contractor's Bid.

**Section 2.0 Incorporation by Reference.** It is expressly understood and agreed that the RFB including all bid forms, worksheet(s), invoice instructions and Specifications, including any addenda thereto, the Contractor's Bid and its submitted Bid documents including all of the administrative requirements ("Administrative Requirements") and any bonds required under the RFB, shall constitute, and are hereby incorporated, and made a part of this Contract, and each of

the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Contractor also expressly acknowledges that this Contract is based upon the performance requirements contained in the bid documents issued by LAWA. If there is a conflict between the RFB and Contractor's Bid, the RFB will prevail. The RFB and Contractor's Bid are attached hereto collectively as Exhibit A.

**Section 3.0 Term of Contract.** Notwithstanding any other provision in this Contract, the term of this Contract shall commence on the Effective Date, and shall expire no later than five (5) years thereafter (the "Term"); subject, however, to earlier termination pursuant to the terms of this Contract.

**Section 4.0 Contractor's Fee and Payment; Contractor's Payments.**

4.1 For all labor, materials, equipment and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, LAWA shall pay Contractor an overall amount not to exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00) for the Term of this Contract. Contractor shall submit to LAWA requests for payment of the amount(s) due, upon completion to LAWA's satisfaction of the services rendered at LAX and VNY. LAWA shall pay Contractor for its performance under this Contract the sum hereinabove set forth, at the times and in the manner specified, if so, in the aforesaid invoice instructions and Specifications.

4.2 LAWA reserves the right to require additional substantiation of any invoice or payment request submitted if, in the opinion of the Chief Executive Officer of LAWA or his or her designee (the "CEO"), such would be in the best interests of LAWA. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to LAWA at LAWA's Office at the address listed below upon fifteen (15) days' notice. The aforesaid records shall not include any proprietary records of Contractor.

4.3 LAWA shall not be required to make payment for products or services not yet provided or received, nor for services deemed unsatisfactory by LAWA. The parties agree that the CEO of LAWA shall make the final determination as to when Contractor's services, or any part thereof, have been satisfactorily performed or completed to justify release of any given payment to Contractor under this Contract.

4.4 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 services.

4.5 Contractor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the

applicable provisions of the California Civil Code (commencing with Section 9000), and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

4.6 Progress Payments. The Contractor agrees to pay each subcontractor under this prime contract, and require the same of its subcontractors, not later than seven (7) days after receipt of each progress payment, the respective amounts allowed the Contractor on account of work performed by the subcontractors, to the extent each subcontractor's interest therein pursuant to California Business & Professions Code Section 7108.5.

4.7 Retention/Final Payment. Within seven (7) days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, and require the same of its subcontractors, pursuant to the terms of California Public Code Section 7107.

**Section 5.0 Professional Standards.** All work performed and services provided hereunder by Contractor shall be consistent with highest professional standards of the asphalt supply industry.

**Section 6.0 Staffing and Personnel.** If Contractor's Proposal includes a proposal team which is to work on this Contract, then any changes to the contract team ("Contract Team") shall only be made after written request by Contractor to the CEO and shall be subject to the CEO's prior written approval. If written request for change is made, Contractor shall provide any documentation requested by the CEO for review and approval. Any such request for changes to the Contract Team may be disapproved by the CEO, but such approval shall not be exercised so as to unreasonably deprive Contractor of its right to make appropriate work assignments.

**Section 7.0 Notices.**

7.1 Notice to the City. Written notices to LAWA hereunder, with a copy to the City Attorney of the City of Los Angeles, Airport Division, 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  
P.O. Box 92216  
Los Angeles, CA 90009-2216**

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

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

**Sully-Miller Contracting Company dba Blue Diamond Materials**  
**Attn: Shon Esparza, Account Manager**  
**135 S. State College, Suite 400**  
**Brea, CA 92821**

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

7.3 The execution of any notice(s) by the CEO shall be effective as to Contractor as if said notice(s) were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the CEO to execute any such notice(s).

7.4 All such notices, except as otherwise provided herein, may either be delivered personally to the CEO, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may 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.

#### **Section 8.0      City Held Harmless.**

8.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and any and all of the 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 the City, or of any of the 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 the 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.

8.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless the City, including its boards, departments and the 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 the City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

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

8.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

#### **Section 9.0 Hazardous and Other Regulated Substances.**

9.1 Contractor agrees to accept sole responsibility for full compliance with any and all applicable 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 (collectively, "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents.

9.2 Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of 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 incurs, or pays, as a result of noncompliance with the above.

9.3 In the case of any hazardous substance spill, leak, discharge or improper storage on the premises, or contamination of same, by any person, Contractor agrees to make, or cause to be made, any necessary repairs or corrective actions, as well as to cleanup and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor, or by any of its employees, agents, contractors or subcontractors which affects other property of City, or property(ies) of City's tenant(s), Contractor agrees to make, or cause to be made, any necessary repairs, or take corrective actions, to cleanup and remove any such spill, leakage or contamination to the satisfaction of the CEO.

9.4 If Contractor fails to repair, cleanup, properly dispose of, or take any other corrective action(s) as required herein, City may (but shall not be required to), take all steps it deems reasonably necessary to properly repair, cleanup or otherwise correct the condition(s) resulting from the spill, leak or contamination. Any such repair, cleanup or corrective action(s) taken by City shall be at Contractor's sole cost and expense, as well as shall any and all costs (including any administrative costs) which City incurs, or pays, as a result of any repair, cleanup or corrective action it takes.

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

9.6 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.

9.7 This Section, and the obligation(s) contained therein, shall survive the expiration or earlier termination of this Contract.

#### **Section 10.0 Restrictions and Regulations.**

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

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

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

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

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

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 Assignment or Transfer Prohibited.**

12.1 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 CEO.

12.2 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 CEO 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.

## **Section 13.0 Default and Right of Termination.**

13.1 Termination for Convenience. LAWA may terminate this Contract, with or without cause and without liability for costs or damages of any kind, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

13.2 Termination for Cause. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, or if the services and/or delivery of materials under this Contract fall below an acceptable level as determined by LAWA, LAWA shall notify the Contractor in writing of the defect, default or problem. If the same is not corrected, or substantial steps are not taken toward accomplishing such correction within two (2) calendar days after LAWA’s mailing of the notification, LAWA may, at its sole discretion, (a) terminate this Contract forthwith upon giving Contractor a ten (10) day written notice, or (b) withhold any further payment for Contractor’s services until such defect, default or problem is corrected within the time specified by LAWA. If the defect, default or problem is still not corrected within that time, LAWA may terminate the Contract forthwith by giving Contractor a ten (10) day written notice.

13.3 Upon notice (written or otherwise) to the Contractor of LAWA’s decision to terminate the contract, the Contractor shall immediately surrender to LAWA all LAWA property including, but not limited to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

**Section 14.0 Advertisements.** Contractor shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on or at the Airports.

**Section 15.0 Compliance With Applicable Laws.**

15.1 Contractor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, LAWA, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with such enactments. Further, Contractor agrees to cooperate fully with the City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

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

**Section 16.0 Business Tax Registration.**

16.1 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 the City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

16.2 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 17.0 Insurance.**

17.1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on the Insurance Requirements for Los Angeles World Airports, Exhibit B, attached hereto and incorporated by reference herein.

17.2 The specified insurance (except for Workers' Compensation and Employers' Liability) shall also, either by provisions in the policies, by the City's own endorsement form or by other endorsement attached to such policies, include and insure the City, LAWA, the Board, and all of its officers, employees and agents, their successors and assigns, as additional insureds, against the areas of risk described in this Section as respects Contractor's acts or omissions arising out of the performance of this Contract, 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 at the Airports.

17.3 Waiver of Subrogation. For Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance, the insurer shall agree to waive all

rights of subrogation against City for losses arising from activities and operations of Contractor insured in the performance of Services under this Contract.

17.4 Sub-contractors. Contractor shall include all of its sub-contractors as insureds under its policies and shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by the CEO and approved as to form by the City Attorney.

17.5 Each specified insurance policy (other than Workers' Compensation and Employers' Liability) 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." Additionally, Contractor's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City assumed by the Contractor under this Contract.

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

17.7 Such policies may provide for reasonable deductibles and/or retentions acceptable to the CEO, based on the nature of Contractor's operations and the type of insurance involved.

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

17.9 In the event Contractor fails to furnish LAWA evidence of insurance, or to maintain the insurance as required under this Section, LAWA, upon ten (10) days' prior written notice to Contractor of its intention to do so, shall have the right to secure the required 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.

17.10 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 any such coverage is cancelled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with LAWA evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.

17.11 Contractor shall provide proof of all specified insurance and related requirements to LAWA either by production of the actual insurance policy(ies), by use of LAWA's own

endorsement form(s), by broker's letter acceptable to the CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the CEO. The documents evidencing all specified coverages shall be filed with LAWA prior to the Contractor performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s). Should any of the above required policies be cancelled before the expiration date thereof, notice will be given in accordance with the policy provisions.

17.12 City and Contractor agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Contract by the CEO, who may thereafter require Contractor to adjust the amount(s) of insurance coverage(s) to whatever amount(s) the CEO deems to be adequate. LAWA reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

#### **Section 18.0 Disabled Access.**

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

18.2 Should Contractor fail to comply with Section 18.1, if applicable, then LAWA shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse LAWA for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

#### **Section 19.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.**

19.1 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 Contractor shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

19.2 During the performance of this Contract, Contractor agrees to comply with Section 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 Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

19.3 During the performance of this Contract, Contractor agrees to comply with Section 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 Sections 10.8.4.E and 10.8.4.F of said 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, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

19.4 All subcontracts awarded under this Contract shall contain similar provisions and Contractor shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to LAWA.

19.5 Contractor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

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

20.1 This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to the City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's, or Contractor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

20.2 Pursuant to Section 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, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Contractor by LAWA (in lieu of any time for cure provided elsewhere in this Contract).

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

21.1. Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of 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.

21.2. Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than fourteen (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. The CRP Rules and Regulations are available at <http://www.lawa.org>.

#### **Section 22.0 Equal Benefits Ordinance (EBO).**

22.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

22.2 During the term of this Contract, Contractor certifies and represents that the Contractor will comply with the EBO. Furthermore, 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.'

**Section 23.0 Assignment of Anti-Trust Claims.** Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City to inform each Proposer that in submitting a proposal to LAWA the Proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Proposer.

**Section 24.0 Compliance With Los Angeles City Charter Sections 470(C)(12) and 609(E).**

24.1 The Contractor, other underwriting firm members of the underwriting syndicate, subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(E) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter Sections 470(c)(12) and 609(E), 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 Sections 470(c)(12), 609(E) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12) and 609(E), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to Contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies include 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.

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

**Section 25.0 Alternative Fuel Vehicle Requirement Program (LAX Only).**

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

**Section 26.0 Environmentally Favorable Operations.** If applicable, Contractor acknowledges for itself and any sub-contractors/concessionaires that its operation of its activities under this Contract will be subject to all LAWA 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 Municipal Lobbying Ordinance.** Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

**Section 28.0 Iran Contracting Act, 2010.** In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit ("Affidavit"). Contractor's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

**Section 29.0 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.

**Section 30.0 Miscellaneous.**

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 Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

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

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

30.5 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 Southwest District of the California Superior Court located in the County of Los Angeles.

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

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

**Section 32.0 Execution.** This Contract and any other document necessary for the consummation of the transaction contemplated by 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 associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, 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.

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

APPROVED AS TO FORM:

Ilydee Feldstein Soto,  
City Attorney

CITY OF LOS ANGELES

Date: 3/21/2023

By: [Signature]  
Deputy City Attorney

By: \_\_\_\_\_

Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_

Chief Financial Officer  
Deputy Executive Director  
Department of Airports

ATTEST:

SULLY-MILLER CONTRACTING  
COMPANY DBA BLUE DIAMOND  
MATERIALS

By: [Signature]  
Signature (Secretary)

By: [Signature]  
Signature

CHRISTOPHER WINTER  
Print Name  
VICE PRESIDENT, CFO, TREASURER & ASST. SECRETARY

SCOTT BOTTOMLEY, VICE PRESIDENT  
Print Name

VICE PRESIDENT  
Print Title

## CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

### TITLE

Chairman Of The Board

President

Vice President, CFO, Treasurer  
and Assistant Secretary

Vice President and Assistant Secretary  
Secretary

Assistant Secretary

Assistant Secretary

### NAME

Marcus Leavitt

William Joseph Thomas Boyd

Christopher Winter

Scott Bottomley

Anthony L. Martino, II

Jeff Galterio

Mark Pachura

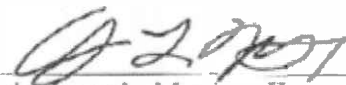
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 15, 2022, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

### BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28th day of February 2023.

(SEAL.)



Anthony L. Martino, II  
Secretary

Sully-Miller Contracting Company  
135 S. State College Blvd., Ste. 400  
Brea, CA 92821



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

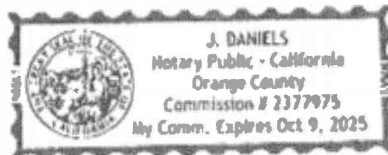
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On March 1, 2023 before me, J. Daniels, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Christopher Winter  
 Name(s) of Signer(s)

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

*J. Daniels*  
 Signature of Notary Public  
 J. Daniels, Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Contract Signature Page Document Date: March 1, 2023  
 Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Christopher Winter

☒ Corporate Officer — Title(s): CFO/Treas/VP

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Sully-Miller Contracting Company

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

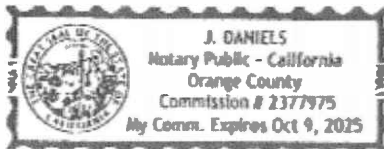
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On March 1, 2023 before me, J. Daniels, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Scott Bottomley  
 Name(s) of Signer(s)

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 J. Daniels  
 Signature of Notary Public  
 J. Daniels, Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Contract Signature Page Document Date: March 1, 2023  
 Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Scott Bottomley

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
Sully-Miller Contracting Company

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# **EXHIBIT A**



SUBMIT YOUR BID ONLINE USING BOX.COM (SEE ATTACHMENT A)

City of Los Angeles  
Los Angeles World Airports  
Strategic Sourcing Division  
**Attention: Bid # 121-078**

RFB must be delivered prior to:  
**2:00 P.M. Thursday, November 10, 2022**  
(Pacific Time)

This is not an order!

Bids that are not uploaded to Box.com prior to 2:00 p.m. will not be considered.

Management Assistant: Brian Garcia  
E-mail address: [bgarcia@lawa.org](mailto:bgarcia@lawa.org)

Bids are requested by the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), for furnishing the City as may be requested during a period of five (5) years from the effective date of the contract for:

**Supply And Delivery Of Asphalt Mixes at Los Angeles International Airport and Van Nuys Airport**

in compliance with the Request for Bids (RFB) terms and conditions, including the attached Specifications and Bid Prices Verification Worksheet, as well as the applicable provisions of the latest edition of the "Greenbook/Standard Specifications for Public Works Construction"

**BIDDERS' RESPONSIBILITY**

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. **This bid must be signed** (see page 14 of 14).

**BIDDERS' CONFERENCE:**

Prospective bidders are invited to a bidders' conference at **9:00 a.m. on 10/18/ 2022**. The bidders' conference will be conducted via Microsoft Teams.

**To join the Microsoft Teams Teleconference (Bidders' Conference online), please follow the instructions in attachment B. SESSION WILL BE RECORDED.**

- **Microsoft Teams Weblink:** [Click here to join the meeting](#)
- **Microsoft Teams Phone # (for call-in):** 1-323-792-6246
- **Phone Access Code:** 255 874 951 348
- 

Additional information regarding the Bidders' Conference may be obtained from the Management Assistant, Brian Garcia by e-mail at [bgarcia@lawa.org](mailto:bgarcia@lawa.org). Department personnel will be available to answer questions related to this RFB.

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 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).

### **BID PRICES VERIFICATION WORKSHEET**

This Bid Prices Verification Worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached Bid Prices Verification Worksheet.

**NOTE:** Failure to complete this worksheet may nullify the bid.

State below your **Bid Total** as computed in the Bid Prices Verification Worksheet:

\$ \_\_\_\_\_

### **MARK-UP PRICING: Items 31-35**

Prices charged to LAWA are based on a percentage mark-up from bidder's cost. Percentage mark-up shall remain firm for the duration of the contract. Bids are requested in the form of a markup from the Vendor's landed costs and shall be applicable to all items listed in the Worksheet. **The mark-up must be expressed in a single whole number, such as plus 5%. Range of percentages such as "between 4% and 6%" is not acceptable. Bids submitted in violation of the above requirement will not be considered.**

### **FIXED PRICE(S): Items 1-29**

The bid is requested in the form of a fixed unit price for the items listed in the attached bid prices verification work sheet. Bidder must state the unit bid price(s) in the bid prices verification work sheet. The fixed unit prices are to remain unchanged for one (1) year from the effective date of the contract.

### **PAYMENT OF INVOICE FOR LABOR/EQUIPMENT RENTAL/TIME AND MATERIALS CONTRACTS**

Successful bidder understands and agrees that payment of any time and materials contract invoice involving the supply of labor, and /or equipment rental and/or materials to the Los Angeles World Airports (LAWA), unless quoted in the form of a total lump sum price:

- Requires a prior written quotation itemizing the amount of labor and /or equipment rental and/or materials needed for the work,
- Requires said quotation to be approved, before the start of the work by the LAWA Project Manager,
- Will exclude the payment of travel time between the successful bidder location and LAWA location, unless specifically authorized in writing by LAWA's Project Manager,
- Will exclude payment for any work time not actually documented as work time spent at the LAWA location,
- Requires the invoice to include a list of materials, if applicable, showing quantity, unit, description, and price, as required by the LAWA's Project Manager,

- Requires the invoice to include a list of rental equipment, if applicable, showing description, quantity, rate, and hours/days used, as required by the LAWA's Project Manager,
- LAWA may require, and condition payment upon, the provision of a copy of supplier's invoice(s) documenting the labor, and /or equipment rental and/or materials actually used for the work.

### **PRICE ADJUSTMENT**

Price adjustments may be requested after the first year and must be documented in writing by providing evidence of the corresponding increase(s) in successful bidder's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing wage determinations, etc. All such request will be reviewed by LAWA's Contract Administrator (state name and address) and will require approval by the Strategic Sourcing Division. Successful bidder must refer to the contract number when submitting their written request for a price increase to LAWA's Contract Administrator.

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

### **PRICE AGREEMENT CONDITIONS**

Prices charged to LAWA are based on a percentage discount from published price list or mark-up from bidder's cost. Percentage discount/mark-up shall remain firm for the duration of the contract. Price lists which are submitted with bid must be currently in effect at time of bid opening and shall not be subject to change for a period of sixty (60) days after the bid opening.

Bidder understands and agrees that only ONE discount will apply to ALL items for each manufacturer.

### **Note:**

For price verification, bidders shall clearly mark line items in their price lists corresponding with the line items in the Bid Prices Verification Worksheet.

**Submission of electronic pricing data is highly desired (website address, link, email, etc.).**

If prices on the price list are raised, LAWA reserves the right to accept such raises or to cancel such items from the contract. LAWA is to be given benefit of any decline in prices immediately upon the effective date of such decline. Changes in price list shall be effective on the date the notice of change is received by the Strategic Sourcing Division, or at a later date designated by the successful bidder. Increases in Price Lists shall not be retroactive.

Terms and conditions in the RFB shall supersede any conflicting conditions in price lists.

Copies of new or revised Price List shall be emailed immediately to the *(fill in: requesting division and address, attention: name of Contract Administrator)*. Price list shall show successful bidder's name along with the contract purchase order/LAWA contract number.

### **AWARD OF CONTRACT**

Award of the contract will be made after investigation of the responsibility of the low bidder. The contract will be awarded to the lowest responsive and responsible bidder meeting the requirements of this RFB. Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in this Request for Bids. The City may make combined award of all items complete to one bidder or may award separate items or

groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

#### **ADDITION OF PRODUCTS OR SERVICES TO CONTRACT**

Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting this RFB, but is related to the performance of the contract, successful bidder understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation including labor and freight, to the LAWA contract administrator.

LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

#### **BID**

The bid should be submitted on this bid form and not be altered in any way. It is requested that the bid is not reprinted using bidder's company letterhead. Bidders must return ALL pages of the bid and the Administrative Requirements. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the Specifications. All blank spaces in the bid and Bid Prices Verification Worksheet must be properly filled in, and the phraseology must not be changed. Any space left blank in the bid and Bid Prices Verification Worksheet, any unauthorized addition, condition, limitation, modification, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature: \_\_\_\_\_  
Addendum 1 (if issued)

Signature: \_\_\_\_\_  
Addendum 2 (if issued)

Signature: \_\_\_\_\_  
Addendum 3 (if issued)

Signature: \_\_\_\_\_  
Addendum 4 (if issued)

Signature: \_\_\_\_\_  
Addendum 5 (if issued)

Signature: \_\_\_\_\_  
Addendum 6 (if issued)

#### **BID FORMAT**

All bidders are required to submit:

- One (1) completed copy of the bid (RFB, Bid Prices Verification Worksheet and Administrative Requirements) online using Box.com (see Attachment A)

#### **COMMUNICATION WITH LAWA**

Any communication regarding this RFB must be addressed by e-mail to Management Assistant, Brian Garcia, at [bgarcia@lawa.org](mailto:bgarcia@lawa.org).

#### **COOPERATIVE ARRANGEMENTS (Piggybacks)**

From time to time, other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":

\_\_\_\_ Yes \_\_\_\_ No      Initials \_\_\_\_\_ Firm Name: \_\_\_\_\_

### **RIGHT TO REJECT BIDS**

LAWA reserves the right to reject any or and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWLA's Strategic Sourcing Division, but the same shall be subject to acceptance by LAWLA for a period of three (3) months.

LAWLA reserves the right to reject the bid of any bidder who has previously failed to timely and satisfactorily perform any contract with the City.

### **REQUEST FOR MODIFICATION**

If a bidder claims that any provisions of the RFB are unduly restrictive, improper or otherwise preclude a bidder from submitting a bid, the bidder must submit its request in writing that the RFB be modified not less than five (5) business days before the bid opening/due date. This Pre-Award Protest Procedure and time limit is mandatory and a bidder's sole and exclusive remedy in the event of a pre-award protest and a bidder'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 proceeding. All bidders will be notified by Addendum of any approved changes in the Request for Bids.

### **TABULATION OF BID RESULTS**

Strategic Sourcing Division will attempt reasonable effort to tabulate and post the bid results within ten (10) business days from the bid due date depending upon verification of Specifications, certifications and administrative requirements.

**Bid results will not be communicated over the telephone or by fax.**

Bidders wishing to obtain bid results may either:

1. Submit a written request with the bid response referencing the bid number and a self-addressed stamped envelope, or
2. Select the web site [www.rampla.org](http://www.rampla.org).

**Note: You must login to [www.rampla.org](http://www.rampla.org) to open the bid recap document.**

If this is your first visit, select "Register" at the top of the [www.rampla.org](http://www.rampla.org) screen and complete the requested information. When your registration is complete, you will receive an e-mail with your login information.

**To view the bid results (recap):**

- Type [www.rampla.org](http://www.rampla.org) in your web browser and press "Enter"
- Select "Login" at the top of the screen and follow the instructions
- Select "Search" at the top of the screen
- Select "Department" and select "Airports, Los Angeles World"
- Select "Status" and select "Closed"
- Select "Type" and select "Request for Bid"

**If you know the bid number:**

- o Select "Keyword" and enter the bid number in the format 116-XXX for formal bids or L1004XXXXXX for letter bids (also known as fax or e-mail bids)
- o Select the "Search" button at the bottom of the page
- o Select the bid and a summary page will open
- o At the bottom of the page, select "Bid Recap"

**If you don't know the bid number:**

- Select the "Search" button at the bottom of the page
- A list of all closed bids issued by LAWA will be displayed with the most current bids on top.
- Select the bid that you are interested in and a summary page will open
- At the bottom of the page, select "Bid Recap"

**WHOLE OR SPLIT AWARDS**

Under the terms of this request for bid, the Chief Executive Officer (or authorized designee) of LAWA reserves the right to award a resultant contract as a whole for all items to a single qualified bidder, or make individual line item awards to several qualified bidders if doing so will best meet LAWA's needs.

**DEFECTIVE PARTS/MATERIALS/EQUIPMENT**

The successful bidder agrees to replace any and all defective parts/materials/equipment supplied under the contract, as determined by LAWA's Project Manager, at no cost to LAWA.

**NEW AND UNUSED**

The items furnished shall be a new and unused, current model. If and when parts and/or materials are to be provided, they will also be new and unused.

**RETURN OF STOCK ITEMS**

Full credit shall be granted to LAWA for stock items if returned to successful bidder in original packaging within two (2) weeks of delivery date. The successful bidder shall be responsible for the pick-up of any erroneous items received in response to orders placed by LAWA personnel, at no charge to LAWA.

**HAZARDOUS SUBSTANCES**

If during the course of the contract resulting from this RFB the successful bidder plans to use a product which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6386, 7 days prior to the successful bidder's proposed first use of such product the successful bidder shall submit to \_\_\_\_\_ a Safety Data Sheet (SDS) prepared in compliance with Title 8, California Administrative Code, Section 5194.

**SAFETY CODE**

Any equipment or material furnished shall conform with the current SAFETY CODE of the California Division of Industrial Safety and all OSHA requirements in effect at time of award of contract. Any required certification necessary to place equipment into service shall be the responsibility of the successful bidder. A copy of the certification shall be delivered with the equipment.

**SAFETY REQUIREMENT**

The successful bidder agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this order will conform to and comply with said standards and regulations. The awarded bidder further agrees to indemnify and hold LAWA harmless for all damages (including, but not limited to, all legal costs and attorney's fees) assessed against LAWA as a result of the awarded bidder's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished to so comply.



**TESTS**

Representative samples may be taken from each delivery and tested for compliance with Specifications. Testing costs will be paid by LAWA for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible.

**ESTIMATED EXPENDITURE**

Total expenditures under this contract are estimated not to exceed \$ 3,000,000 (annually). No guarantee can be given that this total will be reached. The awarded bidder agrees to furnish more or less at the unit prices quoted in accordance with requirements throughout the contract period.

**ESTIMATED QUANTITIES**

The quantities stated herein are estimates only of LAWA's requirements. No guarantee can be given that this total will be reached or that it will not be exceeded. Successful bidder agrees to furnish more or less than the estimates throughout the contract period at the unit price(s) quoted.

**OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS**

LAWAs' personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide whether successful bidder or maintenance personnel shall perform additional work. Also, during the course of this contract, successful bidder may be called upon to provide parts and materials above and beyond the stated Specifications but with the same rates and terms as stated in this contract.

State whether you will grant to the LAWA the option to purchase additional work or materials and parts under **\$1,000.00** per order.

\_\_\_\_\_ **Option Granted**

\_\_\_\_\_ **Option Not Granted**

**SALES TAX**

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

**CARE AND CUSTODY**

The successful bidder accepts full responsibility for the security against loss or damage to the equipment involved while in its possession or the possession of any of its agents. Successful bidder shall reimburse the City for any loss or damage to City equipment in its or its agents care or custody.

**OPERATION OF VEHICLES**

No personal cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in public lots, or off LAWA property. LAWA shall not be responsible for damages, fees or time lost travelling to the airport incurred by employees.

Each vehicle unit or equipment that travels or operates on any part of the airport shall have an approved decal or company name applied to both sides of the vehicle in a location opposite the driver's seat. For vehicles having front doors, the identification should be applied to the front door panels. Magnetic or temporary signs are acceptable if they meet the size and description requirements. The name of the company should be spelled out in letters no less than 1-1/4" high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Manager. Each

vehicle or unit of equipment that travels or operates in any restricted area of the Airport shall be equipped with a checkered flag mounted firmly on the vehicle.

Each vehicle or piece of equipment anywhere on the Airport that extends higher than 25 feet above ground shall be equipped with a checkered flag mounted firmly on the highest part of the vehicle, and shall be obstruction lighted per FAA Advisory Circular 70/7460-1 when the visibility is less than three (3) miles. This flag shall not be less than three (3) feet square consisting of five (5) 1-foot squares of international orange color and four (4) 1-foot squares of white color.

Except as otherwise directed or approved by the Airport Manager, only operators with current restricted area driving passes issued by the Airfield Operations Division will be permitted to operate vehicles in restricted airfield areas. When an operator does not have a current pass, the operator must be escorted by a vehicle driven by an authorized driver.

The maximum vehicular speed allowed at various locations will be established by the Airport Manager. Vehicles shall not exceed a speed of ten (10) miles per hour on any apron or ramp, or 20 miles per hour on the airfield or any service road, or the posted speed limit of any street. Vehicles shall be under safe control at all times, weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with or endanger aircraft traffic.

### **PERMITS**

The successful bidder shall procure all permits and licenses required, pay all charges and fees, and give all notices necessary. The cost of the permits and licenses is incidental to the work and no additional payment shall be made for costs incurred in obtaining the permits and licenses or in conforming to the requirements thereof.

### **PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

As to any services performed by the successful bidder under this contract on LAWA property under the awarded contract, the successful bidder shall perform its services in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, structures, and other objects on or adjacent to the worksite, that are not designated for removal, shall be protected from injury or damage. When ordered by the Project Manager, the successful bidder shall provide and install suitable safeguards to protect any object from injury or damage.

The successful bidder shall protect existing pavement and pavement edges against damage or marking from equipment. Areas and routes used by the successful bidder or subcontractors shall be restored to their original condition by the successful bidder before final acceptance of the work.

In instances where any improvement or facility is not referenced in the Specifications, the successful bidder shall not be relieved of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The successful bidder shall pay for and/or satisfactorily repair damage to any property, improvement, or object which may be damaged as a result of the acts of Contractor. If it becomes necessary for LAWA to repair such damage, the successful bidder shall be billed for and shall pay the actual cost to LAWA, for labor and materials plus fifteen percent (15%) administrative costs.

### **PUBLIC CONVENIENCE AND SAFETY**

The successful bidder shall conduct all operations in a manner that will not cause no interference with airplane traffic or normal operation of the Airport. In all operations the successful bidder shall be governed by the regulations



and rules of LAWA and shall cooperate fully with the authorized LAWA employee (name) or his/her designated representative.

#### **SECURITY AREAS/SECURITY IDENTIFICATION**

Successful bidder may be required to perform work in areas that are in "secure or sterile areas" of the airport and not open to the general public. In such cases where the successful bidder is required to work in these locations, it will be the responsibility of the successful bidder to complete additional enrollment into the badge program and each employee is required to clear a background investigation and identity check. Please note that these additional requirements may increase the timeline and must be completed before work can be performed in those secure/sterile areas. For questions related to security badge requirements; for LAX and Van Nuys call (424) 646-5500.

**Note:** Even though this requirement will allow successful bidder to access secure areas, the requirement for notification of the Project Manager or his/her designee is not waived.

#### **TERMINATION OF CONTRACT**

##### **FOR CONVENIENCE:**

LAWA may terminate this contract, with or without cause and without liability for costs or damages of any kind, upon giving the successful bidder a thirty (30) day advance written notice or as otherwise provided herein. In case of default by Contractor/Supplier, the City reserves the right to procure the articles or services from other sources and to hold the Contractor/Supplier responsible for any excess costs occasioned the City thereby.

##### **FOR CAUSE:**

In the event the successful bidder fails to abide by the terms, covenants and conditions of the awarded contract, LAWA may give the successful bidder written notice to correct the defect or default. If LAWA provides such notice and the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within two (2) calendar days after LAWA's mailing of notification, LAWA may, at its sole discretion, terminate the awarded contract forthwith upon giving the successful bidder a ten (10) day written notice.

Upon notice (written or otherwise) to the successful bidder of LAWA's decision to terminate the awarded contract, the successful bidder shall immediately surrender to LAWA all LAWA property including, but not limited to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the successful bidder and/or its agent(s).

#### **COMPLETION AND ACCEPTANCE**

The work shall be under the charge and care of the successful bidder until final acceptance of the work. The successful bidder shall take every precaution against injury or damage to the work from the action of the elements or any other cause, whether or not arising from the execution of the work. The successful bidder shall rebuild, restore, and make good, at the successful bidder's expense, all injuries or damage to the work occurring before acceptance of the work.

Any loss or damage arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the performance of the work, or from any act or omission not authorized by the Specifications on the part of the successful bidder or subcontractor, shall be sustained by the successful bidder.

### **PROBLEM LOG**

In addition to LAWA's right to terminate stated elsewhere, if services provided fall below an acceptable level, as determined by the Project Manager at LAWA or his/her representative (collectively, "Project Manager"), the Project Manager may notify the successful bidder in writing of the problem(s) via a Discrepancy Report (DR). The successful bidder shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If two (2) DRs are issued to the awarded bidder within any twelve (12) month period of the awarded contract, LAWA may terminate the contract within ten (10) calendar days after the awarded bidder receives the second DR.

### **CONTRACTOR'S RESPONSIBILITY**

Neither the final acceptance nor the final payment, nor any provision in the contract documents shall relieve the successful bidder of responsibility for faulty material/equipment/quality of work. The Project Manager shall give notice of observed defects to the successful bidder with reasonable promptness. The successful bidder shall remedy the defects and pay for any damage to other work resulting therefrom which appears within one (1) year after final acceptance.

### **INSURANCE**

Successful bidder shall provide proof of all specified insurance and related requirements to LAWA prior to commencement of the awarded contract as per the Insurance provisions contained in this RFB.

### **REFERENCES**

Bidders are required to **PRINT** below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

	1	2	3	4
<b>Company Name</b>				
<b>Address</b>				
<b>Phone Number</b>				
<b>Email Address</b>				
<b>Contact Person</b>				
<b>Project Date</b>				

Project Description				
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### **WARRANTY**

The successful bidder shall guarantee all equipment/material/parts furnished, for a period of one (1) year after the date of final acceptance of equipment/materials/parts (free parts and labor for defective material or failure to operate properly). Neither the final acceptance nor the final payment nor any provision in the contract documents shall relieve awarded bidder of responsibility for faulty equipment/material/parts. The Project Manager shall give notice of observed defects to the successful bidder with reasonable promptness. The successful bidder shall remedy the defects and pay for any damage to other work resulting there from which appears within one (1) year after final acceptance. Whenever applicable, equipment/material/parts furnished shall bear the Underwriter's Label.

### **COMPLIANCE WITH APPLICABLE LAWS**

Successful bidder shall, at all times during the performance of its obligations under the awarded contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Successful bidder shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of successful bidder's noncompliance with such enactments. Further, successful bidder agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

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

### **DISABLED ACCESS**

As directly related to successful bidder's responsibilities with regard to the awarded contract, successful bidder 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 successful bidder. Successful bidder shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, successful bidder's noncompliance. Further, successful bidder agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

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

### **INDEPENDENT CONTRACTOR**

It is the express intention of the parties that the successful bidder is an independent contractor and not an employee, agent, joint venture or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the successful bidder and City, or

between the successful bidder and any official, agent, or employee of City. Both parties acknowledge that the successful bidder is not an employee of City.

The successful bidder shall retain the right to provide supplies and 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.

#### **ENVIRONMENTALLY FAVORABLE OPERATIONS**

If applicable, successful bidder acknowledges for itself and any subcontractors that its provision of service under the awarded 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."

#### **SUBCONTRACTOR PARTICIPATION PLAN**

If subcontractor(s) will be used, bidders must complete all fields, regardless of the dollar amount, in the attached Subcontractor Participation Plan form (see administrative requirements).

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

To be eligible to participate in the LBPP, please refer to the attached LBPP instructions which follows the bid and is hereby incorporated into this RFB by reference.

If a vendor is selected under the LBPP, the selected vendor must be certified by the Bureau of Contract Administration/Office of Contract Compliance (BCA/OCC) as a Local Business or Provisionally Qualified Local Business at the time of award.

If you are already a certified City of Los Angeles Local Business Enterprise, please indicate your RAMPLA Company ID Number here: \_\_\_\_\_.

If you are applying for a new certification or renewal, fill in LAWA as the Referring Department on the Local Business Certification Affidavit of Eligibility form. (See attached steps titled "Apply for the LBE Certification" to obtain application).

Note: Harbor LBE certification does not apply to LAWA projects.

#### **DELIVERY**

Prices quoted in the Bid Prices Verification Worksheet shall include all delivery and unloading charges to LAWA at various locations throughout Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

Most deliveries of asphalt mixes by the contractor will be directly to the work site at LAX & VNY

Successful bidder owns goods in transit and must file any claim with shipper/manufacturer for any loss of, or damage to, goods in transit.

#### **DELIVERY TIME**

LAWA requires delivery of most equipment/material/parts within two (2) business days after receipt of orders.

### **FREIGHT CHARGES**

Freight charges shall be consistent with bid prices(s) in accordance with attached worksheet, line items #39-42, flat-rate per ton. This supersedes freight charges note stated in the Invoice Instructions #6.

### **ADMINISTRATIVE REQUIREMENTS**

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, complete, comply with and return the Administrative Requirements with the bid response, may render the bid non-responsive.

Note:

LAWA Accounts Payable offers the optional service of electronic payment via Electronic Funds Transfer (EFT). To request this service, complete the attached Vendor Set Up Request Form for Automated Clearing House (ACH) and submit form with the required documentation to the address or email stated on the form.

### **"NO BID" RESPONSES**

If you are not submitting a bid for the attached items/project, do take a moment to tell us about your decision. LAWA is interested to hear from companies that decide not to bid.

You can download the "No Bid" form from the [www.rampla.org](http://www.rampla.org) website, complete form and return via e-mail or fax (see page 1) to the Procurement Analyst. "No bid" responses are due on or before the due date and specified time.

Note:

If you do not provide the material/service requested in this RFB, you need not respond.

### **THE BID MUST BE SIGNED:**

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity.

*Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.*

***Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.***

***Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.***

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted herein:

Company's Name: \_\_\_\_\_  
(Print)

Corporation ☐ LLC Corporation ☐ S Corporation ☐ Sole proprietor ☐ Partnership ☐

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Name and Title(s): \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Name and Title(s): \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Contact Person (if different from above): \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
(Print)

**PAYMENT TERMS:** Payment terms are Net 30 days, unless bidder grants the LAWA a discount in the blank space after "Payment Terms" in the space below. Percentage discounts offered for payment 25 days or more will be considered by the City when evaluating bids. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days (minimum 25 days for net bid award consideration).



## **ASPHALT CONCRETE MIXES SPECIFICATIONS**

1. All asphalt concrete mixes must comply with the Subsection 203-6 of the most recent edition of the Green Book Standard Specifications for Public Works Construction (SSPWC) for the class specified. Other sections of the SSPWC as referenced in Subsection 203-5 shall apply, including all referenced requirements for aggregates, mineral filler and asphalt cement.
2. References to contractor shall be synonymous with bidder, vendor, owner and operator, and shall mean the company that is responsible for the manufacturing and/or delivery of asphalt concrete mixes.
3. Asphalt concrete plants must be owned and operated by contractor.
4. The estimated usage of mixes is 30,000 tons annually.
5. Most asphalt concrete mixes will be PG70-10 and PG64-10 paving grade asphalt unless otherwise specified such as P401 mix as attached. The Los Angeles World Airports (LAWA), Facilities Management Division (FMD) requires quotation and delivery of all other grades listed in the Bid Prices Verification Worksheet as well as delivery schedules after regular business hours, on Saturday, Sunday and observed holidays. Contractor agrees to submit a written quotation subject to the approval by the FMD Airports Maintenance Superintendent, or their designee, should additional or special grades of asphalt concrete mixes be required.
6. Most deliveries of asphalt mixes by the contractor will be directly to the work site at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY). FMD may pick up some mixes at the plant with its own trucks. Asphalt deliveries by contractor and pick up location for City trucks must be within a 10-mile radius of LAX or 30-mile radius of VNY Airport.
7. Contractor will supply asphalt material at the required application temperature (defined by mix design) determined by FMD representative upon will call and delivery. FMD reserves the right to refuse/return, at the contractor's expense, asphalt that does not meet the required application temperature.
8. All Asphalt Cement for Asphalt Concrete Mixes must be "Paving Grade" PG-64-10 unless otherwise specified.
9. Mixes specified for use on Taxiway or Airfield projects shall be designated as either, "Airfield" or "P401" for the maximum aggregate size specified.
10. Mixes designated as "P401", shall conform to sections 401-1.1 through 401-3.2 of Specification section 34 – Plant Mix Bituminous Pavements – Surface Course, (FAA P-401), attached.
11. Mixes designated as "Airfield" shall conform to the requirements set forth in No. 1 above, with the following modifications:
  - a. Mixes shall be "Virgin Mixes". Recycled Asphalt Product (RAP) is not acceptable.
  - b. Asphalt cement shall be grade PG 70-10 or PG 76-22.
  - c. At least 70% of the coarse aggregate shall have two fractured faces; at least 85% of the coarse aggregate shall have one fractured face.
  - d. Loss after 500 revolutions per ASTM C131 shall be no more than 40%.
12. RAP may be used for all projects *except* airfield or P401.

13. The contractor will be responsible for sampling and testing the asphalt concrete according to the following:
- a. Samples of either the asphalt concrete or the aggregate hot-bins shall be secured. A sample shall represent each day's production or for every 800 tons in any single production day. Should each day's production be represented by different mixtures, where possible, a sample of each material type shall be secured. Samples will be tested for gradation or gradation and bitumen content where appropriate. All sampling and testing shall be in accordance to the current edition of Standard Specifications for Public Works Construction (Green Book). Test results shall show the date, approximate time, and material type represented by each sample. The contractor shall provide a copy of the results within ten (10) days of the project.

14. The award of contract will be determined by the following factors:

**100% of the Bid Weighted on:** I. Material Costs, II. Freight Costs, III. Standing/Working Time Costs

15. Asphalt concrete pricing will be based on the California Statewide Crude Oil Price Index. Compensation adjustments for price index fluctuations, which occur during the contract period, may increase or decrease for paving asphalt price fluctuations exceeding ten (10) percent.

Contractor shall provide the credit or adjustment for compensation by the 10<sup>th</sup> of each month on the total tonnage of asphalt ordered/delivered in the previous month.

The adjustment in compensation will be determined in conformance with the following formula:

***For an increase in paving asphalt price index exceeding 10%:***

$$A = 0.90 (lu/lb - 1.10) \text{ lb. } \times \% \text{ of liquid asphalt}$$

***For a decrease in paving asphalt price index exceeding 10%:***

$$A = 0.90 (lu/lb - 0.90) \text{ lb. } \times \% \text{ of liquid asphalt}$$

- A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete residual used rounded to the nearest \$0.01.
- lu = The California Statewide Crude Oil Price Index which is determined each month on or about the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
- lb = The California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be invoiced/credited separately. The Contractor shall be liable to LAWA for decreased compensation adjustments and LAWA may deduct the amount thereof from monies due or that may become due the Contractor.

16. Contractor must submit mix designs for all asphalt listed within these specifications within five (5) business days upon request from LAWA. Failure to submit mix designs may disqualify the Contractor's bid. Design mix must specify the amount of Asphalt Treated Permeable Base (ATPB) mix; the percentage of liquid asphalt in the ATPB; the amount of dense graded Asphalt Concrete (AC); and, the percentage of liquid asphalt in the AC mix.



## LOS ANGELES WORLD AIRPORTS BID PRICES VERIFICATION WORKSHEET - ASPHALT MIXES LAX, VNY

VENDOR'S NAME: **IMPORTANT NOTES TO READ BEFORE COMPLETING THIS WORK SHEET.**

1. This is a computer generated worksheet and must be completed on a computer. Vendor must complete all fields highlighted/bordered in blue.
2. Shaded fields automatically perform calculations, are preset, and are locked. Use the "Tab" key to move to the next cell. Entering price by hand or typing is **NOT** recommended as additional staff time and cost will be required by our agency to verify the accuracy of entries made.
3. Use this Excel work sheet on the website: [www.labavn.org](http://www.labavn.org). Complete your worksheet, save it, print it and submit it with your bid response. Do not email.

Item #	Material Costs	CSCOPI		
I.	California Statewide Crude Oil Price Index (CSCOPI)	Month/Yr	Price Index	
1.	Material pricing based on the following CSCOPI in effect on:			
	Material Description	Estimated Tonnage/year	Bid Price per Ton	Extended Price
II.	Designation of Rock Size and Gradation (1/2"= All C, C1, C2) (3/4" = All B) (3/8" = All D, D2, E)			
2.	1/2" Asphalt Mixes (PG70-10)	1000	\$0.00	\$0.00
3.	1/2" Asphalt Mixes (PG64-10)	1000	\$0.00	\$0.00
4.	1/2" Asphalt Mixes PG 70-10 (P-401) (Airfield)	1000	\$0.00	\$0.00
5.	1/2" Asphalt Mixes PG 76-22 (P-401) (Airfield)	1000	\$0.00	\$0.00
6.	3/4" Asphalt Mixes PG 70-10 (P-401) (Airfield)	5000	\$0.00	\$0.00
7.	3/4" Asphalt Mixes PG 76-22 (P-401) (Airfield)	1000	\$0.00	\$0.00
8.	1" Asphalt Mixes PG 70-10 (P-401) (Airfield)	1000	\$0.00	\$0.00
9.	1" Asphalt Mixes PG 76-22 (P-401) (Airfield)	1000	\$0.00	\$0.00
10.	3/4" Asphalt Mixes (PG70-10)	5000	\$0.00	\$0.00
11.	3/4" Asphalt Mixes (PG64-10)	1000	\$0.00	\$0.00
12.	3/8" Asphalt Mixes (PG70-10)	5000	\$0.00	\$0.00
13.	3/8" Asphalt Mixes (PG64-10)	1000	\$0.00	\$0.00
14.	School Mixes (PG70-10)	1000	\$0.00	\$0.00

Asphalt Concrete Mixes at Los Angeles International Airport Van Nuys Airport

15.	Cold Mixes	1000	\$0.00	\$0.00
16.	Porous Asphalt Mixes	1000	\$0.00	\$0.00
17.	Warm Mix Asphalt	1000	\$0.00	\$0.00
18.	Total for Material Costs (Item #2 through Item #17)			\$0.00
	SERVICE DESCRIPTION		Bid Price	Extended Price
III.	Freight Costs	Tons	Freight Cost per Ton by: 10-Wheeler Truck or Truck & Trailer	
19.	Plant A. State freight cost per ton for delivery to LA International Airport (LAX) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$0.00	\$0.00
20.	Plant B. State freight cost per ton for delivery to LA International Airport (LAX) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$0.00	\$0.00
21.	Plant A. State freight cost per ton for delivery to Van Nuys Airport (VNY) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$0.00	\$0.00
22.	Plant B. State freight cost per ton for delivery to Van Nuys Airport (VNY) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$0.00	\$0.00
IV.	Plant Information	# of Plants		
23.	Number of plants owned and operated by contractor within a 10-30 mile radius of LAX & VNY Airports:	0		
	List plant(s) addresses below:			
24.	Plant #1 - Address:			
25.	Plant #2 - Address:			
26.	Plant #3 - Address:			
27.	Plant #4 - Address:			
V.	Standing Time Costs	Hours	Bid Price Cost Per Hour	Extended Price
28.	Charge per delivery for STANDING TIME, WORKING TIME, after the first thirty (30) minutes of free unloading time:	500	\$0.00	\$0.00

Asphalt Concrete Mixes at Los Angeles International Airport Van Nuys Airport

<b>VI.</b>	<b>Bid Totals</b>		
29.	<b>Bid Total (for award purposes only) = Item #18 + Item #19 + Item #21 + Item #28</b>		<b>\$0.00</b>
<b>VII.</b>	<b>Additional Charges (after-hours/weekends/holidays)</b>	<b>Percentage (%)</b>	
30.	State additional cost expressed in percentage, if any, to be added for materials, freight and standing / working time:		
31.	On weekdays - between 4 pm and 11 pm	0%	
32.	On weekdays - between 11 pm and 6 am	0%	
33.	On weekends - Saturday	0%	
34.	On weekends - Sunday	0%	
35.	On Observed Holidays	0%	
36.	A minimum uninterrupted supply of 250 tons of material per hour with a 12-hour advance notice. (yes / no)		
37.	A minimum uninterrupted supply of 500 tons of material per hour with a 24-hour advance notice. ( yes / no)		

## **RFB 121-078 Attachment A**

### **Bid Submittal Instructions**

**Step 1:** Please scan all your bid documents as PDFs with the following filename format:

**121-078\_CompanyName\_File# of TotalFile#\_FileDescription**

**Examples: 121-078\_AcmeCorp\_1of5\_BidDocs**

**121-078\_AcmeCorp\_2of5\_Worksheet**

**121-078\_AcmeCorp\_3of5\_AdminDocs**

**etc.**

**Step 2:** Please click on the following to submit your bid documents:

[Bid 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/282b999033554d0f9662aebb468d47e6>

#### **Important Notes Regarding Bid Submittal:**

- Files **must** be successfully uploaded by the due date and time. Please start the upload 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.
- The selected vendor will be required to mail/submit the **original** bid documents.
- Bid document revisions are allowed prior to the deadline. Please submit your updated bid files with the same filenames and we will accept the latest copies prior to the deadline.
- For further help regarding bid submittal, please contact **Joon Lee** at [jlee@lawa.org](mailto:jlee@lawa.org) and **Matthew Yeung** at [myeung@lawa.org](mailto:myeung@lawa.org)

## ATTACHMENT B

RFB 121-078

### Microsoft Teams Event Instructions

Topic: BID 121-078

Date: 10/18/2022

Time: 9:00 am (UTC-08:00) Pacific Time (US & Canada)

Los Angeles World Airports (LAWA) utilizes Microsoft Teams to broadcast webinar events for Request for Bids (RFB). Generally, the City will start the meeting promptly at the scheduled time. Attending this conference through a personal computer or through the app using your mobile device is highly recommended. The required software may be downloaded at the following link: <https://www.microsoft.com/en-us/microsoft-teams/download-app>

#### **Instructions on PC:**

- Microsoft Teams Meeting Weblink: [Click here to join the meeting](#)
- Meeting ID: **255 874 951 348**
- Password: x9AuDX
- Bidder may join the meeting by navigating to the above address in the **Microsoft Edge** web browser.
- Please note that using web browsers other than Microsoft Edge may cause compatibility issues.

#### **Instructions by PHONE:**

- Dial on your phone: 1-323-792-6246 Call-in number  
(US/Canada)
- Phone Conference ID: **132 130 074**(followed by #)

Please enter the meeting 10 minutes prior the scheduled time just in case you need assistance.

**IMPORTANT NOTICE:** This Microsoft Teams Service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the Meeting Host prior to the start of the recording or do not join the session. Please note that any such recording may be subject to discovery in the event of litigation.



## General Conditions

(In the general conditions listed below, the City of Los Angeles, Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

**FORM OF BID AND SIGNATURE.** All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental LAX Procurement Services Division. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

**TAXES.** Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Contractor/Supplier. Other taxes must be included in the bid prices.

**AWARD.** Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in this Request for Bids. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

**PATENTS.** Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

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

**CITY HELD HARMLESS.** To the fullest extent permitted by law, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims.

To the extent that this City Held Harmless Provision conflicts with the City Held Harmless Provision in the Administrative Requirements, the terms of the City Held Harmless Provision in the Administrative Requirements will take precedence.

**PURCHASE AGREEMENT DOCUMENTS.** A copy of the Request for Bid, copy of these General Conditions and Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

**DEFAULT BY CONTRACTOR/SUPPLIER.** In case of default by Contractor/Supplier, the City reserves the right to procure the articles or services from other sources and to hold the Contractor/Supplier responsible for any excess costs occasioned the City thereby.

**PAYMENTS.** All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

**SAFETY APPROVAL.** Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

**PATENT RIGHTS.** The Contractor/Supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or, equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the Contractor/Supplier is not the patentee or assignee, or which the Contractor/Supplier is not lawfully entitled to sell.

**ASSIGNMENT.** The Contractor/Supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

**ATTORNEY'S FEES.** If City shall, without any fault be made a party to any litigation commenced by or against Contractor/Supplier arising out of Contractor/Supplier performance of this Agreement or incident to such performance and as a result of which Contractor/Supplier is finally adjudicated to be liable, then Contractor/Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

**BID PROTEST.** Any bid protest must be submitted in writing and postmarked within ten (10) business days after the bid recap is posted on [www.RampLA.org](http://www.RampLA.org). The day after recap is posted shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90009-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- The protest must refer to the specific portion of the document which forms the basis for the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- The Chief Executive Officer will issue a decision concerning the protest and provide notice of same to the protester and all bidders.
- The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

**TERMINATION OF CONTRACT FOR CONVENIENCE.** LAWA may terminate this Contract, with or without cause, and without liability for costs or damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.



# NOTICE: IMPORTANT INVOICING INSTRUCTIONS

*Los Angeles World Airports*

## Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for **Los Angeles World Airports** pertaining to materials and services, must be mailed to:

**LAX and Van Nuys Airport Invoices**

**Los Angeles World Airports  
Attn: Accounts Payable  
PO BOX 92882  
Los Angeles, CA 90009**

or email to [AccountsPayable-Invoices@lawa.org](mailto:AccountsPayable-Invoices@lawa.org)

2. All invoices **MUST** have the following **SIX** elements: 1) the **Purchase Order Number**; 2) the **LAWA division name**; 3) the name of the **LAWA employee ordering materials and/or services**; 4) **invoice number**; 5) **remittance address**; and 6) **discount or payment terms**.

Note:

- Invoices without the six elements above will experience delays in processing.
- The remittance address must be the correct address on file with Los Angeles World Airports.
- **LAWA's Purchase Order Number is a ten-digit number that begins with '45'.**

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**;

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWAW's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all the requirements, the date that all requirements have been met by the vendor will be the date used for invoice processing and discount computation.**
6. Other important invoice instructions and **requirements**:
  - **FREIGHT CHARGES**: Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in **excess of \$75**.
  - **TAXES**: **Sales taxes** must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
  - **TIME SHEETS**: Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
  - **Other documents to support invoice charges**
  - **INVOICE CERTIFICATION**: Invoice certification by a company officer (i.e., as stated per contract)
  - **CREDIT MEMOS**: The original invoice number must appear on any credit memo.

**NOTE: Your firm must be in full compliance with ALL Administrative Requirements listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay in prompt invoice payment.**

***If you have questions regarding the Invoice Instructions, please contact your LAWAW Contract Manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys).***

## LOS ANGELES WORLD AIRPORTS (LAWA)

For FAMIS Div. Use Only
Verified <input type="checkbox"/> Yes <input type="checkbox"/> No
Name _____
Date _____

### VENDOR SETUP REQUEST FORM FOR AUTOMATED CLEARING HOUSE (ACH) PAYMENT

#### INSTRUCTIONS:

This form is to request electronic payments in lieu of regular paper checks. Through the Automated Clearing House (ACH), LAWA directly credits your bank account. ACH payments are secure, quicker to receive, and immediately available. Vendors who sign up for ACH payments will continue to receive a remittance advice by email.

To request for ACH payment, please complete the form below, gather the required documentation, and submit to the Financial Management Systems Division at 6053 W. Century Blvd., Suite 601, Los Angeles, CA 90045.

*Form needs to be notarized on the second page.*

#### LAWA DIVISION INFORMATION:

Name of LAWA Division you do business with \_\_\_\_\_

LAWA Division Contact \_\_\_\_\_ Division Contact Phone Number \_\_\_\_\_

#### VENDOR IDENTIFICATION:

Vendor Name \_\_\_\_\_

Alias/DBA Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Los Angeles World Airports Vendor Number (REQUIRED) \_\_\_\_\_ (e.g. 1xxxxx)

TIN/EIN/SSN \_\_\_\_\_

City Business Tax Registration Certificate (BTRC) Number\* \_\_\_\_\_

*\*BTRC number is obtained through Office of Finance for persons or entities that engage in business within the City of Los Angeles. For any questions about your BTRC number or if you need a BTRC, please call the Office of Finance at 888-663-4411.*

#### BANK ACCOUNT INFORMATION:

Bank Account No. \_\_\_\_\_ Type (Checking or Savings) \_\_\_\_\_

ABA (Routing) No. \_\_\_\_\_  
(Must have 9 digits)

Bank Name \_\_\_\_\_

Bank Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### REQUIRED DOCUMENTATION:

To enroll for ACH payments, please complete this form and include the following required documentation:

- Deposits to a checking account must include a blank check with the word "VOID" written across it; or
- Deposits to a savings account must include a pre-printed deposit slip for the account

**ACH EMAIL NOTIFICATION:** Please provide an email address for remittance advice notification. You will receive an email notification when funds are transmitted to your financial institution.

**Required Email Address:** \_\_\_\_\_



**ACH-VENDOR AGREEMENT:**

LAWA is authorized to initiate automatic credits to the account and financial institution listed herein. I also authorize LAWA to process ACH reversals in accordance with the National Automated Clearinghouse Association (NACHA) rules in the event a credit entry is made in error.

LAWA will not be held responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or my financial institution or due to an error on the part of my financial institution in depositing funds to my account. I confirm that I have contacted my financial institution and that the information supplied herein is the correct information to receive ACH credits to my account.

This agreement will remain in effect until LAWA receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form in such time as to afford LAWA a reasonable opportunity to act upon it.

---

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

**Note: Must be an authorized Principal signatory**

I hereby certify that I am authorized to sign this agreement on behalf of \_\_\_\_\_  
(Vendor Name)

PRINT NAME \_\_\_\_\_ Phone Number \_\_\_\_\_

---

**NOTARIZED CERTIFICATION:**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Insert Name of Notary Public and Title)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

# LOCAL BUSINESS PREFERENCE PROGRAM

## **BIDS**

(Pages LBPP-1 through LBPP-5)

**LOS ANGELES WORLD AIRPORTS (LAWA)  
REQUEST FOR BIDS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)  
Board of Airport Commissioners Resolution No. 24781**

**Effective July 1, 2012**

Local Business Prime	8%
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Or

Local Business Subcontractor (s)	Up to 5%
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**MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON LAWA-FUNDED CONTRACTS GREATER THAN \$150,000.00**

**A. General**

This program is subject to the policies and requirements established by the Board of Airport Commissioners (BOAC). LAWA established the LBPP as part of its commitment to help local businesses participation in LAWA contracts. The 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 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. Secondly, LAWA can opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Failure to comply shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency. However, LAWA is entitled to determine at anytime that it is not in LAWA's best interest to grant a Bid preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business.**

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

To be eligible for participation in this program, LAWA requires that the prospective local business submit an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. An affidavit form is attached and is also available to be downloaded on the LABAVN website at <http://www.labavn.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on LABAVN 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 LABAVN as such prior to the bid due date 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, or any employee or officer of Los Angeles World Airports (LAWA) authorized to award or enter into any contract on behalf of LAWA.
2. "Contract" means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of LAWA.
3. "Contractor" means the person, business or entity awarded the Contract by LAWA.
4. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts, this may include, but not be limited to Cash Discount, or Combined Award Discount.

5. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
6. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding document includes the CAD provision clause, it is applicable to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.
7. "Local Business" means a business entity that occupies work space within the County of Los Angeles and is in compliance with all applicable City or 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 a 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 LAWA contract under the LBPP must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
8. "Local Subcontractor" means a contractor that meets the same qualification as a local business.
9. "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 60 days after the date on which the Contract with LAWA is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.
10. "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% preference credit to their bid in excess of \$150,000.00 or bids in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.
2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% preference credit to their bids.
  - a. LAWA shall provide a 1% preference, up to a maximum of 5%, to the proposal price for every 10% of the 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 subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles. 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 City.
4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive an 8% preference credit to its bids, as long as the proposed contract between the business and LAWA involves consideration no less than \$1,000,000.00 and has 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 [www.bca.lacity.org](http://www.bca.lacity.org), which it shall attach and submit with its bid documents to LAWA.
5. 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 LAWA is awarded. LAWA shall notify the Provisionally Qualified Local Business thirty (30) days to the anniversary of the second month notifying the business that it comply as a local business or contract award will be rescinded. Loss of status as a Provisionally Qualified Local Business is permanent; closure forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on LAWA Contracts.
6. Once 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; (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 documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the business the contract, 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, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.
7. The maximum preference for all qualifying local businesses, local subcontractor(s), and provisionally qualified local businesses shall not exceed \$1,000,000.00 for any bid.
8. A bid preference does not reduce the contract amount.
9. In the event where a certified Local business bids on a LAWA contract, and is determined by LAWA after the bid deadline to not qualify as a Local Business, the business will be eligible for a Local Subcontractor Preference of up to 5 percent, 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 LABAVN 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 seven 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 the bid preference.
11. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Subcontractor (s) no longer qualifies as a Local Business, providing the basis for a Local Subcontractor Preference and the Prime Contractor fails to replace the Subcontractor (s) with another Local Subcontractor (s) within 60 days of notification by LAWA. LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
12. 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 lose its status as such for up to five years. 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 LAVA 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 No. 1 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**





## **LBPP CERTIFICATION INSTRUCTIONS**

1. Login to [www.labavn.org](http://www.labavn.org) with your Administrator account and visit your PROFILE page.
2. Under Company Profile, click on the **Certification** link.
3. Click on **Request City of LA Certification** tab.
4. Click on the **LBE Local Business Enterprise (Los Angeles)** certification link.
5. Click on **Download the official LBPP Affidavit of Eligibility Form** link.
  - Once downloaded, complete, sign, scan, and save file as .pdf
  - When completing the form, list **LAWA** as the Referring Department
  - Click on the **Choose file** button to upload the file
  - Click on the **Submit** button to submit the form

Your application will be reviewed by the Bureau of Contract Administration (BCA) staff and must be verified by them before your company will appear as a certified firm on BAVN.

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



**LOCAL BUSINESS CERTIFICATION  
AFFIDAVIT OF ELIGIBILITY**

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

DBA Name \_\_\_\_\_ Referring Department LAWA  
Organization Type: ☐ Corporation ☐ Limited Liability ☐ Sole Proprietorship ☐ Joint Venture ☐ Partnership

Work Space Address in LA County \_\_\_\_\_  
Check all that apply: ☐ Headquarters ☐ Commercial ☐ Residence

Number of additional locations: ☐ In LA County \_\_\_\_\_ ☐ Outside of LA County \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Currently Hold a LA County LSBE Certificate: ☐ Yes ☐ No If Yes, Certification Number: \_\_\_\_\_

I declare that (Firm's Name) \_\_\_\_\_

1. Occupies work space within Los Angeles County, and can submit proof of occupancy to the City of Los Angeles by supplying evidence of a lease, deed or other sufficient evidence demonstrating that it is located within Los Angeles County.
2. Is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Los Angeles or Los Angeles County taxes.
3. Can demonstrate compliance to one of the following (Check all that apply):
  - ☐ a. at least 50 of its full-time employees perform work within the boundaries of the Los Angeles County at least 60 percent of their total regular hours worked on an annual basis; or
  - ☐ b. at least half of its full-time employees work within the boundaries of the Los Angeles County at a minimum of 60 percent of their total regular hours worked on annual basis; or
  - ☐ c. is headquartered in Los Angeles County. "Headquartered" means that the business physically conducts and manages all of its operations from a location in the County.

Certified Local Businesses are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000. Preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County. Preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials at a business location in Los Angeles County. The maximum bid or proposal preference shall not exceed One Million Dollars (\$1,000,000) for any Bid or Proposal.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every five (5) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

SIGNATURE \_\_\_\_\_ Title \_\_\_\_\_  
Business owners or corporate officers ONLY

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> This affidavit is signed by the business owner or a corporate officer. Knowingly and willfully providing false information is a violation of the Rules and Regulations established by the Bureau of Contract Administration per LAAC Sec. 10.47.10. and could subject you to fines, contract termination or debarment from transacting business with the City.

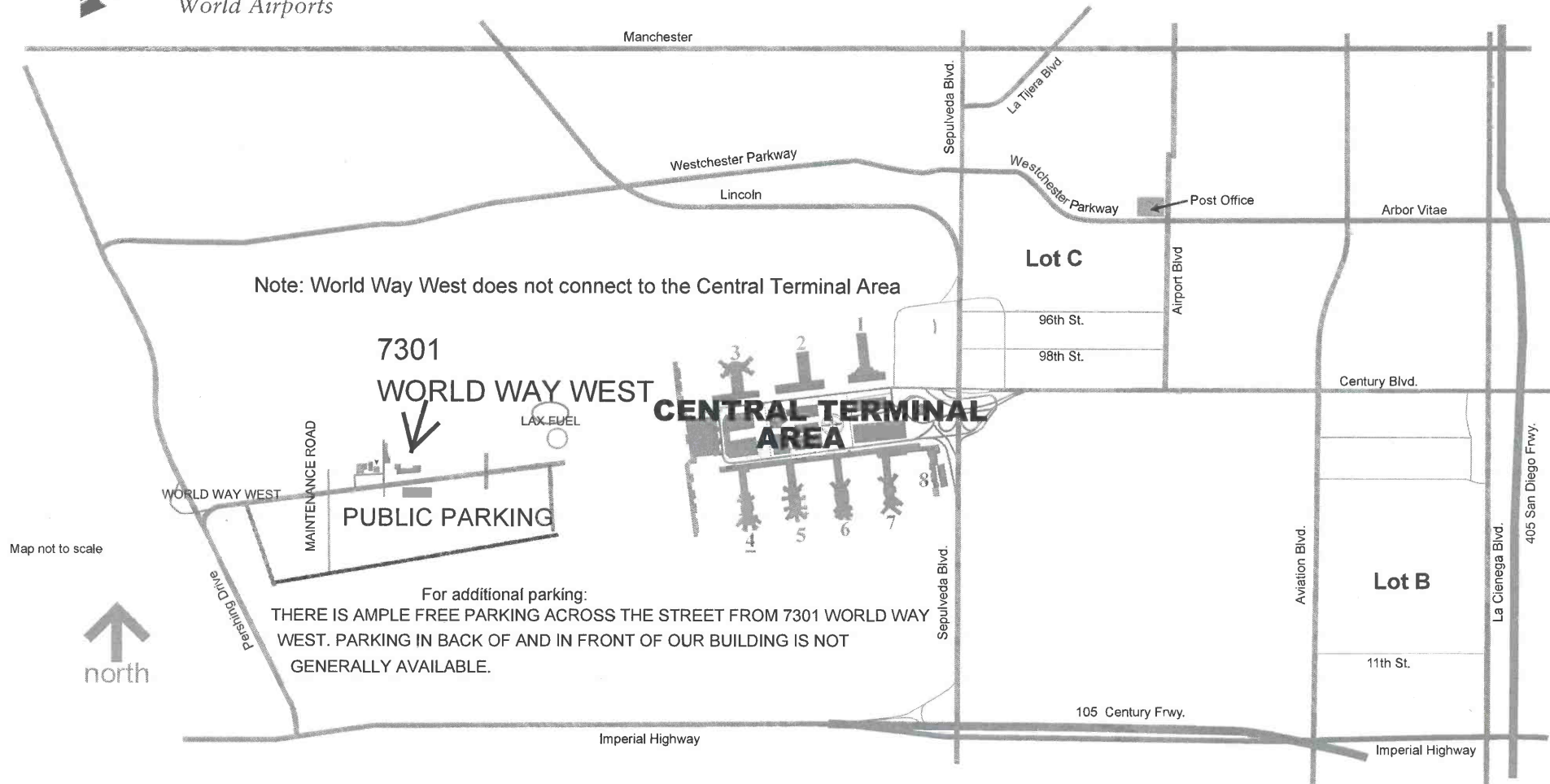


**LAX**

Los Angeles  
World Airports

NOTE: YOUR GPS DEVICE MAY DIRECT YOU TO THE CENTRAL TERMINAL AREA

You can not reach our offices directly from the Central Terminal Area. Follow this map.



### **DIRECTIONS TO THE LAWA PROCUREMENT PURCHASING OFFICE:**

Los Angeles World Airports- 7301 World Way West, 4th floor, Los Angeles, CA 90045

1. **405 (South) or (North) to 105 (West)**
2. **105 (West) to the end. (Imperial Highway)**
3. **Imperial Highway (West) approx. 3 signal lights to Pershing Drive.**
4. **At Pershing Drive turn Right**
5. **Approx. 1000 feet (North) you will see a overhead sign "World Way West"**
6. **Follow the road on to World Way West. (to the East)**
7. **Proceed (East) to third signal light at Administration Road, and turn LEFT**
8. **The high rise building is 7301—The Procurement/Purchasing Services Division Office is on the 4th floor.**
9. **You may park in the front or to the East or Rear of 7301. There is additional parking across World Way West at Maintenance Road.**
10. **DO NOT park in the Assigned Spaces for Airport Police in the front of the building.**

Note: Be prepared to show a valid government issued picture ID in order to enter our building.

**DIRECTIONS TO THE MAINTENANCE YARD OF VAN NUYS AIRPORT**  
16813 Stagg Street, Van Nuys, CA 91406

1. Travel to the 405 Freeway then go north or south to get to the San Fernando Valley
2. Exit on Sherman Way and travel west to Balboa
3. Turn Right (North) on Balboa
4. Continue North to Stagg Street
5. Turn Right (East) on Stagg Street.
6. Continue East on Stagg till you reach the address.
7. Turn Left (North) into the Maintenance Area Parking Lot.
8. Park and enter the building.



# 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. 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)

#### **4. 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

#### **5. IRAN CONTRACTING ACT OF 2010**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) ( found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf> )

and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

Attachment:

- Iran Contracting Act of 2010 Compliance Affidavit

## **6. 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

## **7. 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.

## **8. 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](mailto: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)

## **9. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM**

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 26356 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

## **ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS**

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@lawa.org) or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations

# Checklist

## **Administrative Requirements Checklist**

**BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED**

### **1. VENDOR IDENTIFICATION FORM**

- ☐ Is the required Vendor Identification Form completed and signed?
- ☐ Is the BTRC/VRN number provided?
- ☐ Is the EEOO contact information provided?
- ☐ Is the list of previous City contracts attached? (If applicable)
- ☐ Is the Form enclosed in the Packet?

### **2. AFFIDAVIT OF NON-COLLUSION**

- ☐ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☐ Is the Affidavit notarized?
- ☐ Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

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

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

### **4. SUBCONTRACTOR PARTICIPATION PLAN**

Are you using any subcontractors for this project?

- ☐ Yes    ☐ No

- ☐ If Yes, is the Subcontractor Participation Plan completed and enclosed in the Packet?

### **5. 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.

#### **6. 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?

#### **7. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

- ☐ Have you read and checked one of the options?
- ☐ Is the Affidavit enclosed in the Packet?

#### **8. EQUAL BENEFITS ORDINANCE**

- ☐ Is the EBO Compliance Affidavit Form completed and signed?
- ☐ Is the Form enclosed in the Packet?

#### **9. MUNICIPAL LOBBYING ORDINANCE**

- ☐ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☐ Is the Certification enclosed in the Packet?

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

#### **10. AFFIRMATIVE ACTION**

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

#### **11. ASSIGNMENT OF ANTI-TRUST CLAIMS**

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

#### **12. CHILD SUPPORT OBLIGATIONS**

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

**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			
<b>Legal Name:</b>		<b>Doing Business As:</b>	
Are you an independent contractor eligible to receive a 1099-MISC? No <input type="checkbox"/> Yes <input type="checkbox"/> <b>EIN or SSN:</b> (A TIN (SSN or EIN) and W-9 are required)		<b>License or Registration Number</b> (if applicable): <input type="text"/> <b>Payment Terms</b> (code): <input type="text"/> <b>Seller's Permit Number</b> (if applicable): <input type="text"/>	
<b>Ownership:</b> <input type="checkbox"/> Individual / Sole Proprietor <input 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/p515">https://www.irs.gov/publications/p515</a>		
		<b>BTRC/Vendor Registration Number:</b> <input type="text"/>	
		<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>		<b>Suite #:</b>	
<b>City:</b>		<b>Contact Person:</b>	
<b>State:</b>		<b>Contact Person's Title:</b>	
<b>Zip Code:</b>		<b>Fax:</b>	
<b>Website:</b>		<b>Phone:</b>	
<b>Remittance address</b> (if required and different from the above):		<b>Email:</b>	
BUSINESS INFORMATION			
<b>Service Area:</b> International <input type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> Local <input type="checkbox"/>		<b>Years in Business:</b> _____ <b>Number of Employees:</b> _____	
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>		<b>Phone Number:</b>	
<b>EEO Officer's Title:</b>		<b>Email:</b>	

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

For LAWA use only:			
<b>Project name:</b> _____		<b>Project No:</b> _____	
<b>Requesting Division:</b> _____		<b>Phone No:</b> _____	
<b>Contact Person:</b> _____			
<b>SAP Action</b> (send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address			

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at [procurementrequirements@lawa.org](mailto:procurementrequirements@lawa.org)

### Current and Prior City of Los Angeles Contracts

[illegible]

# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

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

\_\_\_\_\_ 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)

## 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:

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[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.

## PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

### A. ORIGINAL OR AMENDED FILING

#### ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

#### AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

**Example 1:** Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.

**Example 2:** Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.

### B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

### C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

#### **D. CONTRACT DESCRIPTION**

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

#### **E. AWARDING AUTHORITY**

Provide the name of the City department that will be awarding the contract you seek.

#### **F. BIDDER INFORMATION**

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

**Remember to amend your Form 55 to keep this information current.**

#### **G. SCHEDULE SUMMARY**

##### **ITEM 1: BIDDER'S PRINCIPALS**

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

**Example 1:** You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

**Example 2:** You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

**Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.**

---

## ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

**Example 1:** Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

**Example 2:** Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

**Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.**

---

## ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

## H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

## PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

***Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.***

## PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

***Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.***



# Prohibited Contributors (Bidders)

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

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

Reference Number (Bid, Contract, or BAVN): \_\_\_\_\_ Date Bid Submitted: \_\_\_\_\_

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

Awarding Authority (Department awarding the contract): \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_ Bidder Phone Number: \_\_\_\_\_

## Schedule Summary

Please complete all three of the following:

**1. SCHEDULE A – Bidder's Principals (check one)**

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).

At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes

☐

No

☐

**2. SCHEDULE B – Subcontractors and Their Principals (check one)**

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with

subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes

☐

No

☐

**3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** \_\_\_\_\_

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Prohibited Contributors (Bidders)

## Schedule A - Bidder's Principals

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

Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

☐ 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: _____	

☐ Check this box if additional Schedule B pages are attached.

# Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

**A. PROJECT TITLE:** \_\_\_\_\_

**B. BIDDER/CONTRACTOR INFORMATION:**

_____	_____		
Legal Name	DBA		
_____	_____	_____	_____
Street Address	City	State	Zip
_____	_____	_____	_____
Contact Person, Title	Phone	Fax	

**C. TYPE OF SUBMISSION:** The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- ☐ An update of a prior CRP Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_. **Please complete all questions and sign Attachment A.**
- ☐ A copy of the initial CRP Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_. **Please sign below and return this page.**

**I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.**

_____	_____	_____
Print Name, Title	Signature	Date

**A. OWNERSHIP AND NAME CHANGES**

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☐ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☐ No

If **Yes**, list on Attachment A the names of those firms.

**B. FINANCIAL RESOURCES AND RESPONSIBILITY**

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☐ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

**PERFORMANCE HISTORY**

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☐ No

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

#### COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

#### BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

**ATTACHMENT "A"**  
**FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E**

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

\_\_\_\_\_  
Company Name, Address and Phone Number

\_\_\_\_\_  
Signature of Officer or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Officer or Authorized Representative

\_\_\_\_\_  
Project Title

# Iran Contracting Compliance Affidavit



# **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

## **OPTION #1: CERTIFICATION**

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

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

## **OPTION #2: EXEMPTION**

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

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

# Equal Benefits Ordinance

**LAWA EBO COMPLIANCE**

**FOR LAWA CONTRACTORS ONLY**

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2625 E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Approximate Number of Employees in the United States: \_\_\_\_\_

Approximate Number of Employees in the City of Los Angeles: \_\_\_\_\_

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

## LAWA EBO COMPLIANCE

### SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

### SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

\_\_\_\_\_ will comply with the Equal Benefits Ordinance requirements  
Company Name  
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, at \_\_\_\_\_,  
(City) (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
EIN/TIN

Insurance



LOS ANGELES WORLD AIRPORTS

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

**NAME:** \*\*\*\*\*  
**AGREEMENT/ACTIVITY:** RFB - Supply and Delivery of Asphalt Mixes at LAX and VNY  
**LAWA DIVISION:** FMUG - Administration  
**WIZARD ID NO.:** 10288

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

	<b><u>LIMITS</u></b>
<b>(X) Workers' Compensation (Statutory)/Employer's Liability</b>	<b><u>Statutory</u></b>
() Voluntary Compensation Endorsement	
(X) Waiver of Subrogation	
<b>(X) Automobile Liability - covering owned, non-owned &amp; hired auto</b>	<b><u>\$10,000,000</u></b>
<b>(X) Commercial General Liability - including the following coverage:</b>	<b><u>\$10,000,000</u></b>
(X) Contractual (Blanket/Schedule)	
(X) Independent Contractors	
(X) Personal Injury	
(X) Premises & Operations (minimum \$1 million each occurrence)	
(X) Products /Completed Operations	
(X) Additional Insured Endorsement, <b>specifically</b> naming LAWA	
(Please see attached supplement).	
() Hangar keepers Legal Liability (At least at a limit of liability of \$ 1 million)	

**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**\*\*\*\*\*

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



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

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)**

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:

Insurance companies, must have an AM Best rating of A- or better, and have a minimum financial size of at least four

**Endorsements:**

- **Workers Compensation Waiver of Subrogation Endorsement  
(WC 04 03 06 or similar)**
- **General Liability Additional Insured Endorsement**
- **Ongoing and Products - Completed Operations Endorsement  
(ISO Standard Endorsements preferred)**

**Certificate Holder:**

**Los Angeles World Airports  
PO Box 92216  
Los Angeles, CA 90009**

**A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.**

**A blanket/automatic endorsement is not acceptable unless you have a direct contract with LAWA.**

**Language written on a certificate of insurance is not acceptable as an endorsement.**

## Insurance

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits cannot be processed.

**THE ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.**

2. **What does LAWA consider as Acceptable Evidence of insurance?** The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
  - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
  - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.**
  - c. The Certificate of Insurance and/or the True and Certified copy of the policy must be signed by the Authorized Representative.
  - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to add Los Angeles Worlds Airports as Additional Insured?** Possibly; there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker as .
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized agent/broker for their review. You may also contact us at (424) 646- 5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. **However**, if the documents submitted are project specific, you will need to submit forms for each project. Therefore it is suggested that forms submitted indicate they are for the maximum coverage required and all LAWA projects. Please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.

6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **How long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** Evidence of Insurance is processed upon receipt by LAWA. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section at [riskinsurance@lawa.org](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 bidder 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 Waiver of Subrogation:** Acceptable only for contracts directly with LAWA. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state **LAWA** is an automatic or blanket additional insured.
6. **Certificate Language:** Language written on the Certificate of Insurance in the "**Description of Operations Section**" is not acceptable as an endorsement.
7. **Cancellation Notice:** All Certificates must provide a thirty **(30) days' cancellation notice provision**, ten (10) days for non-payment of premium).
8. **Self-Insure:** If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure, a copy of the certificate from the State consenting to self- insurance must be provided from the State of California as proof of insurance.
9. **Acceptable Insurers:** LAWA uses the A.M. Best Key Rating Guide as our reference. All acceptable insurers must have an A.M. Best **A-VI or better rating** to be acceptable to LAWA.

10. **Transportation Companies:** Passenger Carriers are regulated by the Public Utilities Commission (PUC). Any questions concerning passenger carrier requirements may be directed to the PUC.
- 0-7 passengers.....\$750,000
  - 8-15 passengers.....\$1,500,000
  - 16 or more passengers ..... \$5,000.000
11. **Vehicle Schedules:** Unless “ANY” auto is covered under the automobile policy, a vehicle schedule is required. The schedule issued on behalf of transportation companies must provide the make, model, VIN number and passenger count for every vehicle operating on Airport property.
12. **Multiple Policies:** More than one insurance policy may be required to comply with the insurance requirements.
13. **Underwriter:** In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
14. **Project Reference:** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate “ALL PROJECTS AT LAWA” covered. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc.
15. **Excess Insurance:** An Excess Umbrella policy can be provided to assist with meeting the insurance requirement limit(s) when the primary insurance coverage is less than the amount of coverage required for the project.
16. **Expiration and Renewal:** LAWA insurance file expiration coincides with your coverage expiration. Renewal is not automatic. You must provide the Insurance Compliance Section with renewal information. When renewing your insurance file information, the agent/broker/underwriter must provide current endorsements and waivers. The effective date on the Certificate of Insurance must coincide with the endorsements and waivers. Insurance documents cannot be altered and provided as proof of insurance.
17. **Contract Administrator:** Questions regarding your **contract** should be directed to your Contract Administrator or office responsible for your contract, lease, permit or other agreement.

\*\*\*\*\*

**Certificate Holder Information:**      **Los Angeles World Airports**  
                                                                 **Attn: Risk Management Department**  
                                                                 **P.O. Box 92216**  
                                                                 **Los Angeles, CA 90009**

All questions relating to insurance should be directed to Risk Management, Insurance Compliance Section at (424) 646-5480.

Delays or failure in submitting acceptable insurance documentation and attachments may result in the withholding of payments, or the interruption and/or discontinuance of operations LAWA.

Email all insurance documentation and Correspondence to: **RISKINSURANCE@LAWA.ORG**

# Municipal Lobbying Ordinance

# ATTENTION:

The following CEC Form 50 **must** be filled out completely and signed.

If you fail to sign the form or if you submit an incomplete CEC Form 50, your proposal/bid may be deemed non-responsive.



## Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

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

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance If I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# LOCAL BUSINESS PREFERENCE PROGRAM

## **BIDS**

(Pages LBPP-1 through LBPP-5)

**LOS ANGELES WORLD AIRPORTS (LAWA)  
REQUEST FOR BIDS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)  
Board of Airport Commissioners Resolution No. 24781**

**Effective July 1, 2012**

Local Business Prime	8%
----------------------	----

Or

Local Business Subcontractor (s)	Up to 5%
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## **MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON LAWA-FUNDED CONTRACTS GREATER THAN \$150,000.00**

### **A. General**

This program is subject to the policies and requirements established by the Board of Airport Commissioners (BOAC). LAWA established the LBPP as part of its commitment to help local businesses participation in LAWA contracts. The 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 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. Secondly, LAWA can opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Failure to comply shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency. However, LAWA is entitled to determine at anytime that it is not in LAWA's best interest to grant a Bid preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business.**

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

To be eligible for participation in this program, LAWA requires that the prospective local business submit an affidavit attesting as such on the Regional Alliance Marketplace for Procurement (RAMPLA) website. An affidavit form is attached and is also available to be downloaded on the RAMPLA website at [rampla.org](http://rampla.org). Determination of qualification as a local business by any other 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 bid due date 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, or any employee or officer of Los Angeles World Airports (LAWA) authorized to award or enter into any contract on behalf of LAWA.
2. "Contract" means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of LAWA.
3. "Contractor" means the person, business or entity awarded the Contract by LAWA.
4. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts, this may include, but not be limited to Cash Discount, or Combined Award Discount.

5. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
6. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding document includes the CAD provision clause, it is applicable to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.
7. "Local Business" means a business entity that occupies work space within the County of Los Angeles and is in compliance with all applicable City or 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 a 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 LAWA contract under the LBPP must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
8. "Local Subcontractor" means a contractor that meets the same qualification as a local business.
9. "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 60 days after the date on which the Contract with LAWA is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.
10. "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% preference credit to their bid in excess of \$150,000.00 or bids in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.
2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% preference credit to their bids.
  - a. LAWA shall provide a 1% preference, up to a maximum of 5%, to the proposal price for every 10% of the 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 subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles. 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 City.
4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive an 8% preference credit to its bids, as long as the proposed contract between the business and LAWA involves consideration no less than \$1,000,000.00 and has 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 [www.bca.lacity.org](http://www.bca.lacity.org), which it shall attach and submit with its bid documents to LAWA.
5. 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 LAWA is awarded. LAWA shall notify the Provisionally Qualified Local Business thirty (30) days to the anniversary of the second month notifying the business that it comply as a local business or contract award will be rescinded. Loss of status as a Provisionally Qualified Local Business is permanent; closure forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on LAWA Contracts.
6. Once 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; (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 documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the business the contract, 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, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.
7. The maximum preference for all qualifying local businesses, local subcontractor(s), and provisionally qualified local businesses shall not exceed \$1,000,000.00 for any bid.
8. A bid preference does not reduce the contract amount.
9. In the event where a certified Local business bids on a LAWA contract, and is determined by LAWA after the bid deadline to not qualify as a Local Business, the business will be eligible for a Local Subcontractor Preference of up to 5 percent, 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 seven 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 the bid preference.
11. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Subcontractor (s) no longer qualifies as a Local Business, providing the basis for a Local Subcontractor Preference and the Prime Contractor fails to replace the Subcontractor (s) with another Local Subcontractor (s) within 60 days of notification by LAWA. LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
12. 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 lose its status as such for up to five years. 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 No. 1 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.biphelp@lacity.org](mailto:bca.biphelp@lacity.org)**



# INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION PLAN

## ATTENTION:

**You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.**

**You MUST fill out ALL applicable fields completely for the Bidder/Proposer and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit. You may add pages as needed.**

**Project Title** – The name of the project at the time of bid or proposal.

**Bid/Proposal Amount** – Total amount bidder/proposer proposed for the project.

**Company Information** – The complete name, address, phone number (including area code), Federal Tax Identification Number, email and contact person for the bidder/proposer and each subcontractor, vendor or supplier.

- **Ethnicity** – African American, Hispanic American, Native American, Asian-Pacific Islander, Subcontinent Asian Indian, Asian American, Aleut, Eskimo, Caucasian

- **Gender** – Male, Female

- **Certification Type\*** –

ACDBE (Airport Concession Disadvantaged Business Enterprise)

DBE (Disadvantaged Business Enterprise)

DVBE (Disabled Veteran Business Enterprise)

LBE (Local Business Enterprise)

LSBE (Local Small Business Enterprise)\*\*

MBE (Minority Business Enterprise)

SBE (Small Business Enterprise)

WBE (Woman Business Enterprise)

\*Any firm that is not certified as an ACDBE, DBE, DVBE, LBE, LSBE, MBE, SBE or WBE is considered an OBE (Other Business Enterprise).

\*\*LSBE designation is only for firms that are certified as both SBE and LBE.

- **Certifying Agency** – Agency that issued the certification

City of Los Angeles (Department of Public Works)

CALIF DGS (State of California Department of General Services)

CALTRANS (California Department of Transportation)

METRO (L.A. County Metropolitan Transportation Authority)

SBA (Federal Small Business Administration)

DVA (Department of Veterans Affairs)

USWCC (US Women's Chamber of Commerce)

WBEC-WEST (Women's Business Enterprise Council – WEST)

NWBOC (National Women Business Owners Corporation)

**Description of Project Services** – A brief description of the work the bidder/proposer or subcontractor will perform.

**NAICS** – North American Industry Classification System codes listed at <http://www.census.gov/epcd/www/naics.html>

In order to receive credit for ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation, the companies must be certified in the NAICS code for the specific work they will perform on the contract.

**Amount Proposed** – Indicate the anticipated amount to be paid to the subcontractor over the term of the contract.

**Proposed Percentage** – Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount.

*Please note: For projects with ACDBE or DBE goals, the Code of Federal Regulations, Title 49, Part 26.55(e) allows only 60% of the Amount Proposed to be used in the calculation for a subcontractor who is a regular dealer/supplier.*

**Signature/Date** – This form must be signed by a responsible person capable of committing the firm contractually.

**Participation Level Proposed by Bidder/Proposer** –

Indicate the level of ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation proposed by Bidder/Proposer.

**Goal(s) Stated in the Request for Bid/Proposal** –

The ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE goal(s) established by Procurement Services Division for the Request for Bid/Proposal.

For information regarding the certification process, please call the Department of Public Works, Centralized Certification Section at (213) 847-2684.



# SUBCONTRACTOR PARTICIPATION PLAN

## ATTENTION:

**You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.**

**You MUST fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.**

Project Title: \_\_\_\_\_ Today's Date: \_\_\_\_\_

BIDDER/PROPOSER COMPANY INFORMATION		BID/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	FEDERAL TAX ID #:			
CONTACT NAME:	EMAIL:			
TELEPHONE NO:				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
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SUBCONTRACTOR COMPANY INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	FEDERAL TAX ID #:			
CONTACT NAME:	EMAIL:			
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ADDRESS:	GENDER:			
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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					
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ADDRESS:	GENDER:				
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CONTACT NAME:	FEDERAL TAX ID #:				
TELEPHONE NO:					
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NAME:	ETHNICITY:				
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NAME:	ETHNICITY:				
ADDRESS:	GENDER:				
CITY/STATE/ZIP:	EMAIL:				
CONTACT NAME:	FEDERAL TAX ID #:				
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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.*

<b>Participation Level(s) Proposed by Bidder/Proposer:</b>	_____ %	<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

<b>Goal(s) Stated in the Request for Bid/Proposal:</b>	_____ %	<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



# 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> .

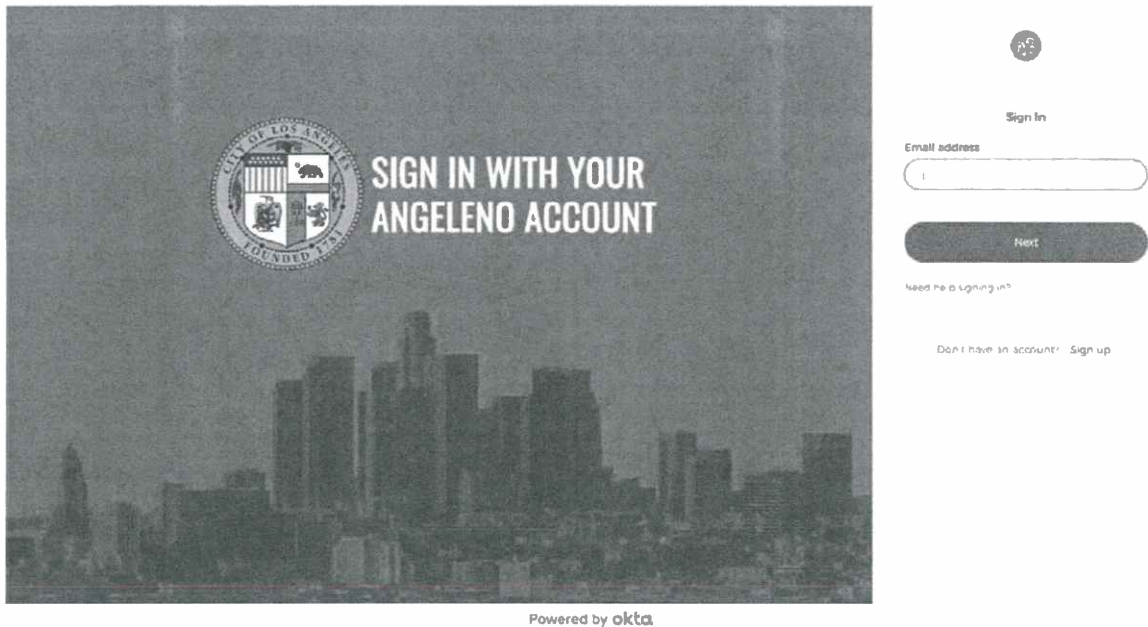
In order to have your certification verified, the information on your RAMP profile must be current, correct, and match ALL the information listed with the recognized certifying agency. This includes: firm name, address, certifying agency and certification number. Some certifications will require submission 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".



Sign In

Email address

Next

Need help signing in?

Don't have an account? Sign up

Powered by okta

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

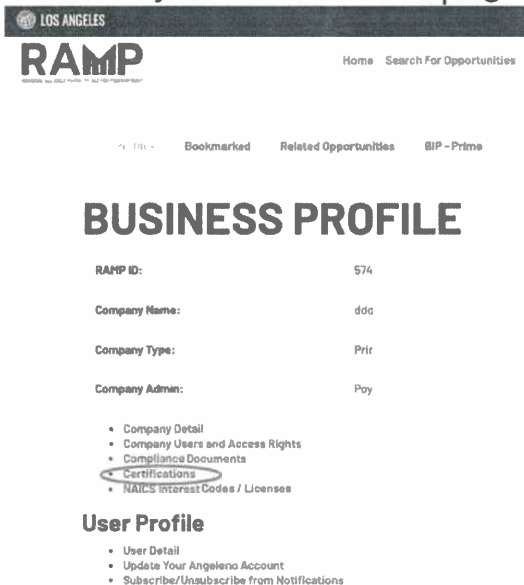




Login to RAMP with your Administrator account and visit My Business Profile page.



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 Profile](#)

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

[View Expired Certifications](#)

### Company Information

ID: 57455

Name: dddd

Address: 45678  
asuha, CA 11112

### City of Los Angeles Certifications

Certificate	Certifying Agency	Status	Add Date	Add By	Cert Date	Cert Number	Expiration Date
SBE: SMALL BUSINESS ENTERPRISE (LOS ANGELES)	Department of General Services Office of Small Business & Veterans Business Enterprise Services (OSDS)	Verification in Progress	2/14/2022	Poyo Fiv		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 on-line application. You MUST already be certified to add the following to your RAMP profile.

For example, if a company is already certified as a Small Business (SB) with a recognized agency, such as the State of California- Dept of General Services (CA-DGS), they can request Certification Verification for SBE-LA. Select SBE (LA) from the drop down menu.

Certificate	Certifying Agency	Status	Request Date	Request By	Request Date	Request Number	Request 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**

☐ 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  
☒ SBE: SMALL BUSINESS ENTERPRISE (LOS ANGELES)  
☐ SBE: SMALL BUSINESS ENTERPRISE (PROPRIETARY)  
☐ SLB or LSB: SMALL LOCAL BUSINESS or LOCAL SMALL BUSINESS  
☐ WBE: WOMEN-OWNED BUSINESS ENTERPRISE  
☐ LBE: LOCAL BUSINESS ENTERPRISE (HARBOR)

### Step 3

1. Click on the "Request Certification" link.
2. Enter the required fields \* and click on the "Add" button.
  - **Select Certifying Agency**
  - **Cert Number**
  - **Checkbox for confirmation**

DATE BY DATE NUMBER 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

#### EBE: EMERGING BUSINESS ENTERPRISE

EBE, Emerging Business Enterprise

> How to Qualify

> Apply for Certification:

▼ Request Certification:

Request to be certified as:

Emerging Business Enterprise

Select your certifying agency:\*

Department of General Services Office of Small Business : ▼

Cert Number:\*

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

Required field \*

Add

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: 67455

Name: dddd

Address: 45678  
asuna, CA 11112

#### 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	Poyo Fiv		12345	
SBE: SMALL BUSINESS ENTERPRISE (LOS ANGELES)	Department of General Services Office of Small Business & Veterans Business Enterprise Services (OSDS)	Verification in Progress	2/14/2022	Poyo Fiv		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.

### 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)

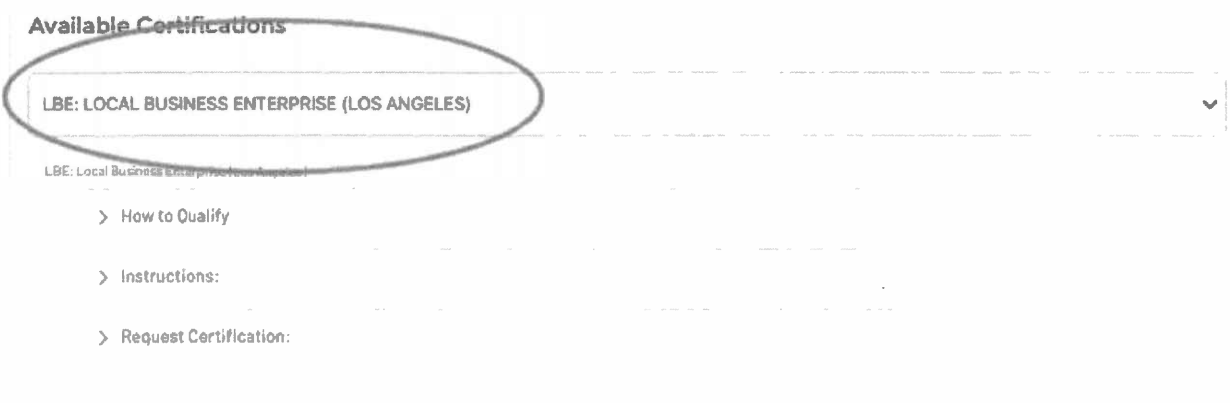
Please read "How to Qualify" and "Apply for Certifications" before clicking on the "Request Certifications" link for these programs.

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 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.

###### > 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)

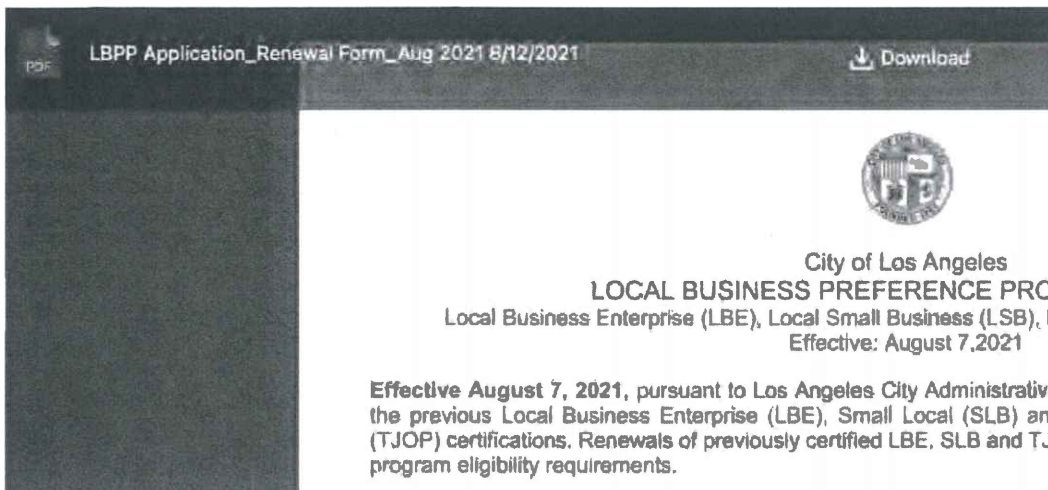
###### > How to Qualify

###### ✓ Instructions:

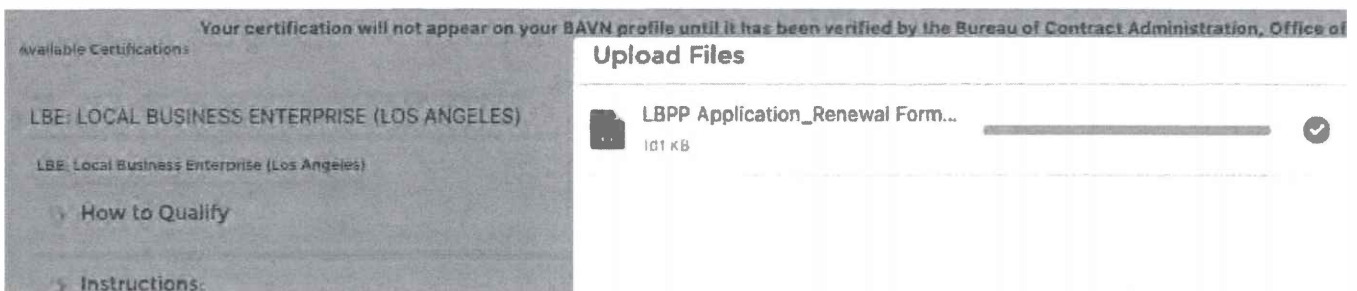
If you are not certified and wish to apply for this certification, you will need to download the BCA Certification form, fill it out, and upload it here on RAMP.

- 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 [ita.bavn@lacity.org](mailto:ita.bavn@lacity.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:\*

 **Upload Files** Or drop files

No file chosen

Required field \*

Add

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: 1234  
Fake Account, California 00000

**City of Los Angeles Certifications**

Certificate	Certifying Agency	Status	Add Date	Add By	Cert
LBE LOCAL BUSINESS ENTERPRISE (LOS ANGELES)			2/16/2022	TestAccount BCA_BAVN	
	Department of General Services Office of Small Business & Veterans Business			TestAccount	

## 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

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)

LGBT: 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

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

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

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

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 [ita.bavn@lacity.org](mailto:ita.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:

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 \_\_\_\_\_

- 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, (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 confirming certification to your BAVN profile.

Required field \*

Add

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 as a Service-Disabled Veteran-Owned S

Department of General Services-Disabled Veteran Business Enterprise

U.S. Small Business Administration as a Service-Disabled Veteran-Owned S

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.

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

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 (LAWA)	U.S. Department of Veterans Affairs as a Service-Disabled Veteran-Owned Small Business	Verification in Progress	2/16/2022	1 8



## 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

Select a Certification

LA Citywide Certifications

- DBE: DISADVANTAGED BUSINESS ENTERPRISE
- DVBE: DISABLED VETS BUSINESS ENTERPRISE
- DVBE: DISABLED VETS BUSINESS ENTERPRISE (LAWA)
- EBE: EMERGING BUSINESS ENTERPRISE
- LBE: LOCAL BUSINESS ENTERPRISE (HARBOR)**
- LGBT: LGBT BUSINESS ENTERPRISE
- MBE: MINORITY OWNED BUSINESS ENTERPRISE
- SBE: SMALL BUSINESS ENTERPRISE (LOS ANGELES)
- SBE: SMALL BUSINESS ENTERPRISE (PROPRIETARY)
- SLE: SMALL LOCAL BUSINESS ENTERPRISE
- WBE: WOMEN-OWNED BUSINESS ENTERPRISE

Harbor Certifications

- LBE: LOCAL BUSINESS ENTERPRISE (HARBOR)**

LBE: Local Business Enterprise (Harbor)

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 25 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."

WBE: WOMEN-OWNED BUSINESS ENTERPRISE

Harbor Certification

✓ LBE: LOCAL BUSINESS ENTERPRISE (HARBOR)

LBE: Local Business Enterprise (Harbor)

> How to Qualify

> Terms and Conditions:

Your request has already been 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. 10.8.2.1. Equal Benefits Ordinance.**

(a) **Legislative Findings.** The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by these businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(b) **Definitions.** For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) **Benefits** means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if



applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) **City** means the City of Los Angeles.

(5) **Contract** means an agreement the value of which exceeds \$25,000. It includes agreements for work or services to or for the City; for public works or improvements to be performed; agreements for the purchase of goods, equipment, materials, or supplies; or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

(6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) **Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration.

(8) **Domestic Partner** means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

(9) **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) **Equal Benefits** means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) **Subcontractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) **Equal Benefits Requirements.**

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) **Other Options for Compliance.** Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) **Applicability.**

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

**(f) Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

**(g) Administration.**

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to ensure that the Contractor is acting in compliance with the Equal Benefits Ordinance. Contractor's failure to cooperate with the DAA may result in a determination by the DAA that the Contractor is not in compliance with the Equal Benefits Ordinance, which may subject the Contractor to enforcement measures set forth in Section 10.8.2.1(h).

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

**(h) Enforcement.**

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

**(i) Non-applicability, Exceptions and Waivers.**

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) **Consistency with Federal or State Law.** The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) **Severability.** If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**(l) Timing of Application.**

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

**SECTION HISTORY**

Added by Ord. No. 172,908, Eff. 1-9-00.

Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04; Subsecs. (b)(5) and (g)(2), Ord. No. 184,294, Eff. 6-27-16.



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

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

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

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

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

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

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

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

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

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

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

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to



obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

#### SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

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

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

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

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

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

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

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the

Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

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

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

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

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

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

(ii) Notifying minority, women and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
- 2. Classroom preparation for the job when not apprenticeable;
- 3. Pre-apprenticeship education and preparation;
- 4. Upgrading training and opportunities;
- 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

#### SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

# Assignment of Anti-Trust Claims

## **ASSIGNMENT OF ANTI-TRUST CLAIMS**

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

# **GOVERNMENT CODE**

## **SECTION 4550-4554**

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.



# Child Support Obligations

**CHILD SUPPORT OBLIGATIONS**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

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

### **a. Definitions.**

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

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

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

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

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

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

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

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

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

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. **Report of Employees Names to District Attorney.**

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

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

## **SECTON HISTORY**

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

CITY OF LOS ANGELES

DEPARTMENT OF AIRPORTS

ADDENDUM # 1 BID NO. 121-078

**121-078 Supply and Delivery of Asphalt Mixes  
at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY)**

Updated Specifications

IX

The above mentioned bid is hereby amended per the following:

- 1) Updated oil index percentage on the Specifications.

NOTE: If you have already submitted your bid, please make necessary revisions on this form or revised page. If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.

Brian Garcia

Brian Garcia  
Departmental Purchasing.

CC: bid file  
Chanel Knight, FMUG  
Valerie Works-Goode

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CITY OF LOS ANGELES

DEPARTMENT OF AIRPORTS

ADDENDUM # 2 BID NO. 121-078

**121-078 Supply and Delivery of Asphalt Mixes**  
**at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY)**

Updated Specifications

Old Due Date: 11/10/22

New Due Date: 11/17/22

/X/

The above mentioned bid is hereby amended per the following:

- 1) Corrections to the price index.
- 2) New Due Date

NOTE: If you have already submitted your bid, please make necessary revisions on this form or revised page. If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.

Brian Garcia

Brian Garcia  
Departmental Purchasing.

CC: bid file  
Chanel Knight, FMUG  
Valerie Works-Goode

SUBMIT YOUR BID ONLINE USING BOX.COM (SEE ATTACHMENT A)

City of Los Angeles  
Los Angeles World Airports  
Strategic Sourcing Division  
Attention: Bid # 121-078

RFB must be delivered prior to:  
**2:00 P.M. Thursday, November 10, 2022**  
(Pacific Time)

This is not an order!

Bids that are not uploaded to Box.com prior to 2:00 p.m. will not be considered.

Management Assistant: Brian Garcia  
E-mail address: [bgarcia@lawa.org](mailto:bgarcia@lawa.org)

Bids are requested by the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), for furnishing the City as may be requested during a period of five (5) years from the effective date of the contract for:

**Supply And Delivery Of Asphalt Mixes at Los Angeles International Airport and Van Nuys Airport**

in compliance with the Request for Bids (RFB) terms and conditions, including the attached Specifications and Bid Prices Verification Worksheet, as well as the applicable provisions of the latest edition of the "Greenbook/Standard Specifications for Public Works Construction"

**BIDDERS' RESPONSIBILITY**

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. **This bid must be signed** (see page 14 of 14).

**BIDDERS' CONFERENCE:**

Prospective bidders are invited to a bidders' conference at **9:00 a.m. on 10/18/ 2022**. The bidders' conference will be conducted via Microsoft Teams.

To join the Microsoft Teams Teleconference (Bidders' Conference online), please follow the instructions in attachment B. **SESSION WILL BE RECORDED.**

- Microsoft Teams Weblink: [Click here to join the meeting](#)
- Microsoft Teams Phone # (for call-in): 1-323-792-6246
- Phone Access Code: 255 874 951 348
- 

Additional information regarding the Bidders' Conference may be obtained from the Management Assistant, Brian Garcia by e-mail at [bgarcia@lawa.org](mailto:bgarcia@lawa.org). Department personnel will be available to answer questions related to this RFB.

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Los Angeles World Airports  
Strategic Sourcing Division  
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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 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).

### **BID PRICES VERIFICATION WORKSHEET**

This Bid Prices Verification Worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached Bid Prices Verification Worksheet.

**NOTE:** Failure to complete this worksheet may nullify the bid.

State below your **Bid Total** as computed in the Bid Prices Verification Worksheet:

\$ 2,617,000.<sup>00</sup>

### **MARK-UP PRICING: Items 31-35**

Prices charged to LAWA are based on a percentage mark-up from bidder's cost. Percentage mark-up shall remain firm for the duration of the contract. Bids are requested in the form of a markup from the Vendor's landed costs and shall be applicable to all items listed in the Worksheet. **The mark-up must be expressed in a single whole number, such as plus 5%. Range of percentages such as "between 4% and 6%" is not acceptable. Bids submitted in violation of the above requirement will not be considered.**

### **FIXED PRICE(S): Items 1-29**

The bid is requested in the form of a fixed unit price for the items listed in the attached bid prices verification work sheet. Bidder must state the unit bid price(s) in the bid prices verification work sheet. The fixed unit prices are to remain unchanged for one (1) year from the effective date of the contract.

### **PAYMENT OF INVOICE FOR LABOR/EQUIPMENT RENTAL/TIME AND MATERIALS CONTRACTS**

Successful bidder understands and agrees that payment of any time and materials contract invoice involving the supply of labor, and /or equipment rental and/or materials to the Los Angeles World Airports (LAWA), unless quoted in the form of a total lump sum price:

- Requires a prior written quotation itemizing the amount of labor and /or equipment rental and/or materials needed for the work,
- Requires said quotation to be approved, before the start of the work by the LAWA Project Manager,
- Will exclude the payment of travel time between the successful bidder location and LAWA location, unless specifically authorized in writing by LAWA's Project Manager,
- Will exclude payment for any work time not actually documented as work time spent at the LAWA location,
- Requires the invoice to include a list of materials, if applicable, showing quantity, unit, description, and price, as required by the LAWA's Project Manager,



- Requires the invoice to include a list of rental equipment, if applicable, showing description, quantity, rate, and hours/days used, as required by the LAWA's Project Manager,
- LAWA may require, and condition payment upon, the provision of a copy of supplier's invoice(s) documenting the labor, and /or equipment rental and/or materials actually used for the work.

### **PRICE ADJUSTMENT**

Price adjustments may be requested after the first year and must be documented in writing by providing evidence of the corresponding increase(s) in successful bidder's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing wage determinations, etc. All such request will be reviewed by LAWA's Contract Administrator (state name and address) and will require approval by the Strategic Sourcing Division. Successful bidder must refer to the contract number when submitting their written request for a price increase to LAWA's Contract Administrator.

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

### **PRICE AGREEMENT CONDITIONS**

Prices charged to LAWA are based on a percentage discount from published price list or mark-up from bidder's cost. Percentage discount/mark-up shall remain firm for the duration of the contract. Price lists which are submitted with bid must be currently in effect at time of bid opening and shall not be subject to change for a period of sixty (60) days after the bid opening.

Bidder understands and agrees that only ONE discount will apply to ALL items for each manufacturer.

### **Note:**

For price verification, bidders shall clearly mark line items in their price lists corresponding with the line items in the Bid Prices Verification Worksheet.

**Submission of electronic pricing data is highly desired (website address, link, email, etc.).**

If prices on the price list are raised, LAWA reserves the right to accept such raises or to cancel such items from the contract. LAWA is to be given benefit of any decline in prices immediately upon the effective date of such decline. Changes in price list shall be effective on the date the notice of change is received by the Strategic Sourcing Division, or at a later date designated by the successful bidder. Increases in Price Lists shall not be retroactive.

Terms and conditions in the RFB shall supersede any conflicting conditions in price lists.

Copies of new or revised Price List shall be emailed immediately to the *(fill in: requesting division and address, attention: name of Contract Administrator)*. Price list shall show successful bidder's name along with the contract purchase order/LAWA contract number.

### **AWARD OF CONTRACT**

Award of the contract will be made after investigation of the responsibility of the low bidder. The contract will be awarded to the lowest responsive and responsible bidder meeting the requirements of this RFB. Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in this Request for Bids. The City may make combined award of all items complete to one bidder or may award separate items or

groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

#### **ADDITION OF PRODUCTS OR SERVICES TO CONTRACT**

Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting this RFB, but is related to the performance of the contract, successful bidder understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation including labor and freight, to the LAWA contract administrator.

LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

#### **BID**

The bid should be submitted on this bid form and not be altered in any way. It is requested that the bid is not reprinted using bidder's company letterhead. Bidders must return ALL pages of the bid and the Administrative Requirements. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the Specifications. All blank spaces in the bid and Bid Prices Verification Worksheet must be properly filled in, and the phraseology must not be changed. Any space left blank in the bid and Bid Prices Verification Worksheet, any unauthorized addition, condition, limitation, modification, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature:   
Addendum 1 (if issued)

Signature:   
Addendum 2 (if issued)

Signature: \_\_\_\_\_  
Addendum 3 (if issued)

Signature: \_\_\_\_\_  
Addendum 4 (if issued)

Signature: \_\_\_\_\_  
Addendum 5 (if issued)

Signature: \_\_\_\_\_  
Addendum 6 (if issued)

#### **BID FORMAT**

All bidders are required to submit:

- One (1) completed copy of the bid (RFB, Bid Prices Verification Worksheet and Administrative Requirements) online using Box.com (see Attachment A)

#### **COMMUNICATION WITH LAWA**

Any communication regarding this RFB must be addressed by e-mail to Management Assistant, Brian Garcia, at [bgarcia@lawa.org](mailto:bgarcia@lawa.org).

#### **COOPERATIVE ARRANGEMENTS (Piggybacks)**

From time to time, other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":

X Yes \_\_\_\_\_ No Initials LM Firm Name: Sully-Miller

### **RIGHT TO REJECT BIDS**

LAWA reserves the right to reject any or all bids and waive any informality in such bids when to do so would be to the advantage of the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWA's Strategic Sourcing Division, but the same shall be subject to acceptance by LAWA for a period of three (3) months.

LAWA reserves the right to reject the bid of any bidder who has previously failed to timely and satisfactorily perform any contract with the City.

### **REQUEST FOR MODIFICATION**

If a bidder claims that any provisions of the RFB are unduly restrictive, improper or otherwise preclude a bidder from submitting a bid, the bidder must submit its request in writing that the RFB be modified not less than five (5) business days before the bid opening/due date. This Pre-Award Protest Procedure and time limit is mandatory and a bidder's sole and exclusive remedy in the event of a pre-award protest and a bidder'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 proceeding. All bidders will be notified by Addendum of any approved changes in the Request for Bids.

### **TABULATION OF BID RESULTS**

Strategic Sourcing Division will attempt reasonable effort to tabulate and post the bid results within ten (10) business days from the bid due date depending upon verification of Specifications, certifications and administrative requirements.

**Bid results will not be communicated over the telephone or by fax.**

Bidders wishing to obtain bid results may either:

1. Submit a written request with the bid response referencing the bid number and a self-addressed stamped envelope, or
2. Select the web site [www.rampla.org](http://www.rampla.org).

**Note: You must login to [www.rampla.org](http://www.rampla.org) to open the bid recap document.**

If this is your first visit, select "Register" at the top of the [www.rampla.org](http://www.rampla.org) screen and complete the requested information. When your registration is complete, you will receive an e-mail with your login information.

**To view the bid results (recap):**

- Type [www.rampla.org](http://www.rampla.org) in your web browser and press "Enter"
- Select "Login" at the top of the screen and follow the instructions
- Select "Search" at the top of the screen
- Select "Department" and select "Airports, Los Angeles World"
- Select "Status" and select "Closed"
- Select "Type" and select "Request for Bid"

**If you know the bid number:**

- o Select "Keyword" and enter the bid number in the format 116-XXX for formal bids or L1004XXXXXX for letter bids (also known as fax or e-mail bids)
- o Select the "Search" button at the bottom of the page
- o Select the bid and a summary page will open
- o At the bottom of the page, select "Bid Recap"

**If you don't know the bid number:**

- o Select the "Search" button at the bottom of the page
- o A list of all closed bids issued by LAWA will be displayed with the most current bids on top.
- o Select the bid that you are interested in and a summary page will open
- o At the bottom of the page, select "Bid Recap"

**WHOLE OR SPLIT AWARDS**

Under the terms of this request for bid, the Chief Executive Officer (or authorized designee) of LAWA reserves the right to award a resultant contract as a whole for all items to a single qualified bidder, or make individual line item awards to several qualified bidders if doing so will best meet LAWA's needs.

**DEFECTIVE PARTS/MATERIALS/EQUIPMENT**

The successful bidder agrees to replace any and all defective parts/materials/equipment supplied under the contract, as determined by LAWA's Project Manager, at no cost to LAWA.

**NEW AND UNUSED**

The items furnished shall be a new and unused, current model. If and when parts and/or materials are to be provided, they will also be new and unused.

**RETURN OF STOCK ITEMS**

Full credit shall be granted to LAWA for stock items if returned to successful bidder in original packaging within two (2) weeks of delivery date. The successful bidder shall be responsible for the pick-up of any erroneous items received in response to orders placed by LAWA personnel, at no charge to LAWA.

**HAZARDOUS SUBSTANCES**

If during the course of the contract resulting from this RFB the successful bidder plans to use a product which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6386, 7 days prior to the successful bidder's proposed first use of such product the successful bidder shall submit to LAWA a Safety Data Sheet (SDS) prepared in compliance with Title 8, California Administrative Code, Section 5194.

**SAFETY CODE**

Any equipment or material furnished shall conform with the current SAFETY CODE of the California Division of Industrial Safety and all OSHA requirements in effect at time of award of contract. Any required certification necessary to place equipment into service shall be the responsibility of the successful bidder. A copy of the certification shall be delivered with the equipment.

**SAFETY REQUIREMENT**

The successful bidder agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this order will conform to and comply with said standards and regulations. The awarded bidder further agrees to indemnify and hold LAWA harmless for all damages (including, but not limited to, all legal costs and attorney's fees) assessed against LAWA as a result of the awarded bidder's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished to so comply.

### **TESTS**

Representative samples may be taken from each delivery and tested for compliance with Specifications. Testing costs will be paid by LAWA for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible.

### **ESTIMATED EXPENDITURE**

Total expenditures under this contract are estimated not to exceed \$ 3,000,000 (annually). No guarantee can be given that this total will be reached. The awarded bidder agrees to furnish more or less at the unit prices quoted in accordance with requirements throughout the contract period.

### **ESTIMATED QUANTITIES**

The quantities stated herein are estimates only of LAWA's requirements. No guarantee can be given that this total will be reached or that it will not be exceeded. Successful bidder agrees to furnish more or less than the estimates throughout the contract period at the unit price(s) quoted.

### **OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS**

LAWA's personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide whether successful bidder or maintenance personnel shall perform additional work. Also, during the course of this contract, successful bidder may be called upon to provide parts and materials above and beyond the stated Specifications but with the same rates and terms as stated in this contract.

State whether you will grant to the LAWA the option to purchase additional work or materials and parts under \$1,000.00 per order.

☒ Option Granted

☐ Option Not Granted

### **SALES TAX**

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

### **CARE AND CUSTODY**

The successful bidder accepts full responsibility for the security against loss or damage to the equipment involved while in its possession or the possession of any of its agents. Successful bidder shall reimburse the City for any loss or damage to City equipment in its or its agents care or custody.

### **OPERATION OF VEHICLES**

No personal cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in public lots, or off LAWA property. LAWA shall not be responsible for damages, fees or time lost travelling to the airport incurred by employees.

Each vehicle unit or equipment that travels or operates on any part of the airport shall have an approved decal or company name applied to both sides of the vehicle in a location opposite the driver's seat. For vehicles having front doors, the identification should be applied to the front door panels. Magnetic or temporary signs are acceptable if they meet the size and description requirements. The name of the company should be spelled out in letters no less than 1-1/4" high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Manager. Each



vehicle or unit of equipment that travels or operates in any restricted area of the Airport shall be equipped with a checkered flag mounted firmly on the vehicle.

Each vehicle or piece of equipment anywhere on the Airport that extends higher than 25 feet above ground shall be equipped with a checkered flag mounted firmly on the highest part of the vehicle, and shall be obstruction lighted per FAA Advisory Circular 70/7460-1 when the visibility is less than three (3) miles. This flag shall not be less than three (3) feet square consisting of five (5) 1-foot squares of international orange color and four (4) 1-foot squares of white color.

Except as otherwise directed or approved by the Airport Manager, only operators with current restricted area driving passes issued by the Airfield Operations Division will be permitted to operate vehicles in restricted airfield areas. When an operator does not have a current pass, the operator must be escorted by a vehicle driven by an authorized driver.

The maximum vehicular speed allowed at various locations will be established by the Airport Manager. Vehicles shall not exceed a speed of ten (10) miles per hour on any apron or ramp, or 20 miles per hour on the airfield or any service road, or the posted speed limit of any street. Vehicles shall be under safe control at all times, weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with or endanger aircraft traffic.

#### **PERMITS**

The successful bidder shall procure all permits and licenses required, pay all charges and fees, and give all notices necessary. The cost of the permits and licenses is incidental to the work and no additional payment shall be made for costs incurred in obtaining the permits and licenses or in conforming to the requirements thereof.

#### **PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

As to any services performed by the successful bidder under this contract on LAWA property under the awarded contract, the successful bidder shall perform its services in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, structures, and other objects on or adjacent to the worksite, that are not designated for removal, shall be protected from injury or damage. When ordered by the Project Manager, the successful bidder shall provide and install suitable safeguards to protect any object from injury or damage.

The successful bidder shall protect existing pavement and pavement edges against damage or marking from equipment. Areas and routes used by the successful bidder or subcontractors shall be restored to their original condition by the successful bidder before final acceptance of the work.

In instances where any improvement or facility is not referenced in the Specifications, the successful bidder shall not be relieved of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The successful bidder shall pay for and/or satisfactorily repair damage to any property, improvement, or object which may be damaged as a result of the acts of Contractor. If it becomes necessary for LAWA to repair such damage, the successful bidder shall be billed for and shall pay the actual cost to LAWA, for labor and materials plus fifteen percent (15%) administrative costs.

#### **PUBLIC CONVENIENCE AND SAFETY**

The successful bidder shall conduct all operations in a manner that will not cause no interference with airplane traffic or normal operation of the Airport. In all operations the successful bidder shall be governed by the regulations

and rules of LAWA and shall cooperate fully with the authorized LAWA employee (name) or his/her designated representative.

#### **SECURITY AREAS/SECURITY IDENTIFICATION**

Successful bidder may be required to perform work in areas that are in "secure or sterile areas" of the airport and not open to the general public. In such cases where the successful bidder is required to work in these locations, it will be the responsibility of the successful bidder to complete additional enrollment into the badge program and each employee is required to clear a background investigation and identity check. Please note that these additional requirements may increase the timeline and must be completed before work can be performed in those secure/sterile areas. For questions related to security badge requirements; for LAX and Van Nuys call (424) 646-5500.

**Note:** Even though this requirement will allow successful bidder to access secure areas, the requirement for notification of the Project Manager or his/her designee is not waived.

#### **TERMINATION OF CONTRACT**

##### **FOR CONVENIENCE:**

LAWA may terminate this contract, with or without cause and without liability for costs or damages of any kind, upon giving the successful bidder a thirty (30) day advance written notice or as otherwise provided herein.

In case of default by Contractor/Supplier, the City reserves the right to procure the articles or services from other sources and to hold the Contractor/Supplier responsible for any excess costs occasioned the City thereby.

##### **FOR CAUSE:**

In the event the successful bidder fails to abide by the terms, covenants and conditions of the awarded contract, LAWA may give the successful bidder written notice to correct the defect or default. If LAWA provides such notice and the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within two (2) calendar days after LAWA's mailing of notification, LAWA may, at its sole discretion, terminate the awarded contract forthwith upon giving the successful bidder a ten (10) day written notice.

Upon notice (written or otherwise) to the successful bidder of LAWA's decision to terminate the awarded contract, the successful bidder shall immediately surrender to LAWA all LAWA property including, but not limited to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the successful bidder and/or its agent(s).

#### **COMPLETION AND ACCEPTANCE**

The work shall be under the charge and care of the successful bidder until final acceptance of the work. The successful bidder shall take every precaution against injury or damage to the work from the action of the elements or any other cause, whether or not arising from the execution of the work. The successful bidder shall rebuild, restore, and make good, at the successful bidder's expense, all injuries or damage to the work occurring before acceptance of the work.

Any loss or damage arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the performance of the work, or from any act or omission not authorized by the Specifications on the part of the successful bidder or subcontractor, shall be sustained by the successful bidder.

### **PROBLEM LOG**

In addition to LAWA's right to terminate stated elsewhere, if services provided fall below an acceptable level, as determined by the Project Manager at LAWA or his/her representative (collectively, "Project Manager"), the Project Manager may notify the successful bidder in writing of the problem(s) via a Discrepancy Report (DR). The successful bidder shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If two (2) DRs are issued to the awarded bidder within any twelve (12) month period of the awarded contract, LAWA may terminate the contract within ten (10) calendar days after the awarded bidder receives the second DR.

### **CONTRACTOR'S RESPONSIBILITY**

Neither the final acceptance nor the final payment, nor any provision in the contract documents shall relieve the successful bidder of responsibility for faulty material/equipment/quality of work. The Project Manager shall give notice of observed defects to the successful bidder with reasonable promptness. The successful bidder shall remedy the defects and pay for any damage to other work resulting therefrom which appears within one (1) year after final acceptance.

### **INSURANCE**

Successful bidder shall provide proof of all specified insurance and related requirements to LAWA prior to commencement of the awarded contract as per the Insurance provisions contained in this RFB.

### **REFERENCES**

Bidders are required to **PRINT** below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

	1	2	3	4
Company Name	See	Project	List	Prior Jobs
Address				
Phone Number				
Email Address				
Contact Person				
Project Date				



**SULLY-MILLER CONTRACTING**  
**12/08/16 PROJECT LIST - CURRENT/PRIOR JOBS**

10128948	LAWA	Taxilane D-10 Reconstruction Project	Marquez	\$ 6,383,320.00
10142571	Port of Los Angeles	LA Waterfront	Wu	\$ 19,693,330.00
10142268	POLA	Berth 102 Rear Backlands	Newton	\$ 20,969,780.00
10133087	Los Angeles	San Fernando Rd Bike Path, Los Angeles	Wu	\$ 4,788,888.00
10156187	Los Angeles	Balboa Blvd, @ Knollwood Plaza	Neumann	\$ 787,724.00
11165E	City of LA	11th Avenue & Stauson Avenue (E1907427)	Kulawa	\$ 748,189.00
11116C	POLA	Souther Pacific Silp	Downey	\$ 5,694,700.00
29819C	POLA	Berth 121 Dock Resurfacing	McLure	\$ 144,800.00
27724C	Los Angeles	Vermont Ave., Los Angeles (Fed Proj. 5006-449)	Hernandez	\$ 2,871,982.00
27669C	City of LA	Canoga Park Street Improvements	Newton	\$ 1,519,443.00
27658C	POLA	Waterfront Gateway-Harbor Blvd., San Pedro	Glenn	\$ 13,837,500.00
26594C	LADOT	Humps Installation & Removal, Los Angeles	Newton	\$ 1,498,132.00
26601C	LADOT	Speed Humps LADOT, Los Angeles	Newton	\$ 229,781.00
26581C	LADOT	Speed Humps, Los Angeles	Newton	\$ 97,280.00
25667C	POLA	Berth 401-406 Backland Improvements, Los Angeles	Salcido	\$ 3,288,800.00
25493C	LA World Airport	Airfield Intersection Phase I, Los Angeles	Salcido	\$ 6,840,007.00
24474C	POLA	Rear Berth 93 Gateway Plaza & Harbor Blvd.	Salcido	\$ 17,415,600.00
24437C	POLA	Berth 93C-94 Boardwalk, Los Angeles	Newton	\$ 394,107.00
24412C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 400,000.00
23378C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 300,000.00
23372C	LA World Airport	Northwest Perimeter Enhancements at LAX	Hernandez	\$ 3,575,924.00
23305C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 500,000.00
23301C	Port of Los Angeles	Pier 400 Backlands Phase II	Salcido	\$ 29,865,750.00
22265C	Port of Los Angeles	Berth 224, Long Beach	Hernandez	\$ 1,454,300.00
22211C	Port of Los Angeles	Site Improvements Annual 2002-2003	Salcido	\$ 14,482,125.00
21198C	Port of Los Angeles	Berth 100 Backlands Phase 1,	Salcido	\$ 25,500,500.00
21130C	Port of Los Angeles	Pier 400 Backlands Phase 1, Container Terminal	Saplala	\$ 78,134,500.00

Project Description				
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#### **WARRANTY**

The successful bidder shall guarantee all equipment/material/parts furnished, for a period of one (1) year after the date of final acceptance of equipment/materials/parts (free parts and labor for defective material or failure to operate properly). Neither the final acceptance nor the final payment nor any provision in the contact documents shall relieve awarded bidder of responsibility for faulty equipment/material/parts. The Project Manager shall give notice of observed defects to the successful bidder with reasonable promptness. The successful bidder shall remedy the defects and pay for any damage to other work resulting there from which appears within one (1) year after final acceptance. Whenever applicable, equipment/material/parts furnished shall bear the Underwriter's Label.

#### **COMPLIANCE WITH APPLICABLE LAWS**

Successful bidder shall, at all times during the performance of its obligations under the awarded contract, comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Successful bidder shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of successful bidder's noncompliance with such enactments. Further, successful bidder agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

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

#### **DISABLED ACCESS**

As directly related to successful bidder's responsibilities with regard to the awarded contract, successful bidder 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 successful bidder. Successful bidder shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, successful bidder's noncompliance. Further, successful bidder agrees to cooperate fully with City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

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

#### **INDEPENDENT CONTRACTOR**

It is the express intention of the parties that the successful bidder is an independent contractor and not an employee, agent, joint venture or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the successful bidder and City, or

between the successful bidder and any official, agent, or employee of City. Both parties acknowledge that the successful bidder is not an employee of City.

The successful bidder shall retain the right to provide supplies and 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.

#### **ENVIRONMENTALLY FAVORABLE OPERATIONS**

If applicable, successful bidder acknowledges for itself and any subcontractors that its provision of service under the awarded 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."

#### **SUBCONTRACTOR PARTICIPATION PLAN**

If subcontractor(s) will be used, bidders must complete all fields, regardless of the dollar amount, in the attached Subcontractor Participation Plan form (see administrative requirements).

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

To be eligible to participate in the LBPP, please refer to the attached LBPP instructions which follows the bid and is hereby incorporated into this RFB by reference.

If a vendor is selected under the LBPP, the selected vendor must be certified by the Bureau of Contract Administration/Office of Contract Compliance (BCA/OCC) as a Local Business or Provisionally Qualified Local Business at the time of award.

— If you are already a certified City of Los Angeles Local Business Enterprise, please indicate your RAMPLA Company ID Number here: 01090 ~~01090~~

If you are applying for a new certification or renewal, fill in **LAWA** as the Referring Department on the Local Business Certification Affidavit of Eligibility form. (See attached steps titled "Apply for the LBE Certification" to obtain application).

Note: Harbor LBE certification does not apply to LAWA projects.

#### **DELIVERY**

Prices quoted in the Bid Prices Verification Worksheet shall include all delivery and unloading charges to LAWA at various locations throughout Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

Most deliveries of asphalt mixes by the contractor will be directly to the work site at LAX & VNY

Successful bidder owns goods in transit and must file any claim with shipper/manufacturer for any loss of, or damage to, goods in transit.

#### **DELIVERY TIME**

LAWA requires delivery of most equipment/material/parts within two (2) business days after receipt of orders.

*subject to Availability*

**FREIGHT CHARGES**

Freight charges shall be consistent with bid prices(s) in accordance with attached worksheet, line items #39-42, flat-rate per ton. This supersedes freight charges note stated in the Invoice Instructions #6.

**ADMINISTRATIVE REQUIREMENTS**

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, complete, comply with and return the Administrative Requirements with the bid response, may render the bid non-responsive.

**Note:**

LAWA Accounts Payable offers the optional service of electronic payment via Electronic Funds Transfer (EFT). To request this service, complete the attached Vendor Set Up Request Form for Automated Clearing House (ACH) and submit form with the required documentation to the address or email stated on the form.

**"NO BID" RESPONSES**

If you are not submitting a bid for the attached items/project, do take a moment to tell us about your decision. LAWA is interested to hear from companies that decide not to bid.

You can download the "No Bid" form from the [www.rampla.org](http://www.rampla.org) website, complete form and return via e-mail or fax (see page 1) to the Procurement Analyst. "No bid" responses are due on or before the due date and specified time.

**Note:**

If you do not provide the material/service requested in this RFB, you need not respond.

### THE BID MUST BE SIGNED:

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity.

*Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.*

*Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.*

*Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.*

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted herein:

Company's Name: Sally-Miller Cont.  
(Print)

Corporation ☐ LLC Corporation ☐ S Corporation ☒ Sole proprietor ☐ Partnership ☐

Street Address: 135 S. State <sup>CO/GR</sup> City: Brea State: CA Zip Code: 92821

Telephone No: 714 - 843 - 1953 Fax No: Suite 400 E-mail Address: Shon.Esparza@Sally-Miller.com

Name and Title(s): Shon Esparza Acct. Manager  
(Print)

Signature: [Signature]

Name and Title(s): \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Contact Person (if different from above): \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
(Print)

**PAYMENT TERMS:** Payment terms are Net 30 days, unless bidder grants the LAWA a discount in the blank space after "Payment Terms" in the space below. Percentage discounts offered for payment 25 days or more will be considered by the City when evaluating bids. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: \_\_\_\_\_% \_\_\_\_\_ days (minimum 25 days for net bid award consideration).



# VENDOR IDENTIFICATION FORM

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

GENERAL INFORMATION	
<b>Legal Name:</b> <u>Sully-Miller cont.</u>	<b>Doing Business As:</b> <u>Blue Diamond Mat.</u>
Are you an independent contractor eligible to receive a 1099-MISC? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> <b>EIN or SSN:</b> <u>33-0787630</u> (A TIN (SSN or EIN) and W-9 are required)	<b>License or Registration Number (if applicable):</b> _____ <b>Payment Terms (code):</b> _____ <b>Seller's Permit Number (if applicable):</b> _____
<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/p515">https://www.irs.gov/publications/p515</a>
<b>BTRC/Vendor Registration Number:</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">             00009403270081-7              94039-01           </div>	
<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> <u>135 S. State College</u> <b>Suite #:</b> <u>400</u>	<b>Contact Person:</b> <u>Shon Esparza</u>
<b>City:</b> <u>Brea</u>	<b>Contact Person's Title:</b> <u>Acct. Manager</u>
<b>State:</b> <u>CA</u> <b>Zip Code:</b> <u>92821</u>	<b>Fax:</b> <u>N/A</u> <b>Phone:</b> _____
<b>Website:</b> <u>WWW.Sully-Miller.com</u>	<b>Email:</b> <u>Shon.Esparza@Sully-Miller.com</u>
<b>Remittance address (if required and different from the above):</b> _____	

BUSINESS INFORMATION	
<b>Service Area:</b> International <input type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> Local <input checked="" type="checkbox"/>	<b>Years in Business:</b> <u>99</u> <b>Number of Employees:</b> <u>350</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 checked="" 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> <u>Erlic Munguia</u>	<b>Phone Number:</b> <u>714-578-9502</u>
<b>EEO Officer's Title:</b> <u>H.R. Director</u>	<b>Email:</b> <u>Erlic.Munguia@Sully-Miller.com</u>
Have you had contracts with the City of Los Angeles in the last 10 years? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.	

CERTIFICATION	
<p><i>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.</i></p> <p><i>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.</i></p>	
<b>Authorized Signature</b> <u>[Signature]</u>	<b>Date</b> <u>11-3-2022</u>
<b>Print Name</b> <u>Shon Esparza</u>	<b>Title</b> <u>Acct. Manager</u>

For LAWA use only:	
<b>Project name:</b> _____	<b>Project No:</b> _____
<b>Requesting Division:</b> _____	<b>Contact Person:</b> _____
<b>Phone No:</b> _____	
<b>SAP Action (send the form to FAMIS Support Desk):</b> <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at [procurementrequirements@lawa.org](mailto:procurementrequirements@lawa.org)

**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: 121-078

B. BIDDER/CONTRACTOR INFORMATION:

Sully-Miller cont. DBA Blue Diamond Mat.  
Legal Name DBA  
135 S. State College Bl. Brea CA-92821  
Street Address City State Zip  
Shon Esparza 714-863-1953  
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.

Shon Esparza [Signature] 11-3-2022  
Print Name, Title Signature Date

**A. OWNERSHIP AND NAME CHANGES**

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes

☒ No

If Yes, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes

☒ No

If Yes, list on Attachment A the names of those firms.

**B. FINANCIAL RESOURCES AND RESPONSIBILITY**

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes

☒ No

If Yes, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes

☒ No

If Yes, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes

☒ No

If Yes, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes

☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes

☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

**PERFORMANCE HISTORY**

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes

☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.



8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☒ No

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

#### COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

#### BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

**ATTACHMENT "A"**  
**FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E**

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

*Shon Esparza*  
Print Name, Title

*[Signature]*  
Signature

*11-3-2022*  
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.

Sully-Miller Cont. DBA Blue Diamond Mat.  
Company Name, Address and Phone Number

Miller  
Signature of Officer or Authorized Representative

11-3-2022  
Date

Shon Esparza Acct. Manager  
Print Name and Title of Officer or Authorized Representative

121-078  
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.

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

*11/03/22*

## OPTION #2: EXEMPTION

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

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

LAWA EBO COMPLIANCE

FOR LAWY CONTRACTORS ONLY

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2625 E-mail: [bca.ceoe@lacity.org](mailto:bca.ceoe@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: Sully-Miller Cont - DBA Blue Diamond  
Company Address: 135 S. State College Bl. #400  
City: Arca State: CA Zip: 92821  
Contact Person: Erlie Munguia Phone: 714-578-9512 E-mail: ~~erlie.munguia@lacity.org~~ Erlie.Munguia@Sully-Miller.com  
Approximate Number of Employees in the United States: 700  
Approximate Number of Employees in the City of Los Angeles: 300

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.

Sully-Miller will comply with the Equal Benefits Ordinance requirements  
Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 03 day of NOV., in the year 2012, at Brea, CA.  
(City) (State)

[Signature]  
Signature

Shon Esparza  
Name of Signatory (please print)

Acct. Manager  
Title

1355 State College B1 #400  
Mailing Address  
Brea, CA. 92821  
City, State, Zip Code  
33-0787630  
EIN/TIN



**SULLY-MILLER CONTRACTING**  
**12/08/15 PROJECT LIST - CURRENT/PRIOR JOBS**

10128948	LAWA	Taxilane D-10 Reconstruction Project	Marquez	\$ 6,383,320.00
10142571	Port of Los Angeles	LA Waterfront	Wu	\$ 19,693,330.00
10142258	POLA	Berth 102 Rear Backlands	Newton	\$ 20,959,750.00
10133087	Los Angeles	San Fernando Rd Bike Path, Los Angeles	Wu	\$ 4,788,868.00
10156187	Los Angeles	Balboa Blvd. @ Knollwood Plaza	Neumann	\$ 767,724.00
11165E	City of LA	11th Avenue & Slauson Avenue (E1907427)	Kujawa	\$ 748,189.00
11116C	POLA	Souther Pacific Slp	Downey	\$ 5,694,700.00
29819C	POLA	Berth 121 Dock Resurfacing	McLure	\$ 144,800.00
27724C	Los Angeles	Vermont Ave., Los Angeles (Fed Proj. 5006-449)	Hernandez	\$ 2,971,982.00
27659C	City of LA	Canoga Park Street Improvements	Newton	\$ 1,519,443.00
27656C	POLA	Waterfront Gateway-Harbor Blvd., San Pedro	Glenn	\$ 13,837,500.00
26594C	LADOT	Humps Installation & Removal, Los Angeles	Newton	\$ 1,498,132.00
26601C	LADOT	Speed Humps LADOT, Los Angeles	Newton	\$ 229,781.00
26581C	LADOT	Speed Humps, Los Angeles	Newton	\$ 97,280.00
26567C	POLA	Berth 401-406 Backland Improvements, Los Angeles	Salcido	\$ 3,286,800.00
25493C	LA World Airport	Airfield Intersection Phase I, Los Angeles	Salcido	\$ 6,840,007.00
24474C	POLA	Rear Berth 93 Gateway Plaza & Harbor Blvd.	Salcido	\$ 17,415,800.00
24437C	POLA	Berth 93C-94 Boardwalk, Los Angeles	Newton	\$ 394,107.00
24412C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 400,000.00
23378C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 300,000.00
23372C	LA World Airport	Northwest Perimeter Enhancements at LAX	Hernandez	\$ 3,575,924.00
23305C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 500,000.00
23301C	Port of Los Angeles	Pier 400 Backlands Phase II	Salcido	\$ 29,866,750.00
22265C	Port of Los Angeles	Berth 224, Long Beach	Hernandez	\$ 1,454,300.00
22211C	Port of Los Angeles	Site Improvements Annual 2002-2003	Salcido	\$ 14,452,125.00
21198C	Port of Los Angeles	Berth 100 Backlands Phase 1,	Salcido	\$ 25,500,500.00
21130C	Port of Los Angeles	Pier 400 Backlands Phase 1, Container Terminal	Sapiela	\$ 78,134,600.00

This is a sample form. Do not submit with the bid response. This form and instructions can be found under the company's PROFILE at [www.labavn.org](http://www.labavn.org)



LOCAL BUSINESS CERTIFICATION  
AFFIDAVIT OF ELIGIBILITY

Firm's Legal Name Sully-Miller cont. BAVN ID Number 61090  
Please check: ☐ New Certification ☐ Renewal

DBA Name \_\_\_\_\_ Referring Department LAWA  
Organization Type: ☐ Corporation ☐ Limited Liability ☐ Sole Proprietorship ☐ Joint Venture ☐ Partnership

Work Space Address in LA County \_\_\_\_\_  
Check all that apply: ☐ Headquarters ☐ Commercial ☐ Residence

Number of additional locations: ☐ In LA County \_\_\_\_\_ ☐ Outside of LA County \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Currently Hold a LA County LSBE Certificate: ☐ Yes ☐ No If Yes, Certification Number: \_\_\_\_\_

I declare that (Firm's Name) \_\_\_\_\_

1. Occupies work space within Los Angeles County, and can submit proof of occupancy to the City of Los Angeles by supplying evidence of a lease, deed or other sufficient evidence demonstrating that it is located within Los Angeles County.
2. Is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Los Angeles or Los Angeles County taxes.
3. Can demonstrate compliance to one of the following (Check all that apply):
  - ☐ a. at least 50 of its full-time employees perform work within the boundaries of the Los Angeles County at least 60 percent of their total regular hours worked on an annual basis; or
  - ☐ b. at least half of its full-time employees work within the boundaries of the Los Angeles County at a minimum of 60 percent of their total regular hours worked on annual basis; or
  - ☐ c. is headquartered in Los Angeles County. "Headquartered" means that the business physically conducts and manages all of its operations from a location in the County.

Certified Local Businesses are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000. Preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County. Preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials at a business location in Los Angeles County. The maximum bid or proposal preference shall not exceed One Million Dollars (\$1,000,000) for any Bid or Proposal.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every five (5) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

SIGNATURE \_\_\_\_\_ Title \_\_\_\_\_  
Business owners or corporate officers ONLY

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> This affidavit is signed by the business owner or a corporate officer. Knowingly and willfully providing false information is a violation of the Rules and Regulations established by the Bureau of Contract Administration per LAAC Sec. 10.47.10. and could subject you to fines, contract termination or debarment from transacting business with the City.



between the successful bidder and any official, agent, or employee of City. Both parties acknowledge that the successful bidder is not an employee of City.

The successful bidder shall retain the right to provide supplies and 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.

#### **ENVIRONMENTALLY FAVORABLE OPERATIONS**

If applicable, successful bidder acknowledges for itself and any subcontractors that its provision of service under the awarded 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."

#### **SUBCONTRACTOR PARTICIPATION PLAN**

If subcontractor(s) will be used, bidders must complete all fields, regardless of the dollar amount, in the attached Subcontractor Participation Plan form (see administrative requirements).

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

To be eligible to participate in the LBPP, please refer to the attached LBPP instructions which follows the bid and is hereby incorporated into this RFB by reference.

If a vendor is selected under the LBPP, the selected vendor must be certified by the Bureau of Contract Administration/Office of Contract Compliance (BCA/OCC) as a Local Business or Provisionally Qualified Local Business at the time of award.

— If you are already a certified City of Los Angeles Local Business Enterprise, please indicate your RAMPLA Company ID Number here: 01090. ~~01090~~

If you are applying for a new certification or renewal, fill in **LAWA** as the Referring Department on the Local Business Certification Affidavit of Eligibility form. (See attached steps titled "Apply for the LBE Certification" to obtain application).

Note: Harbor LBE certification does not apply to LAWA projects.

#### **DELIVERY**

Prices quoted in the Bid Prices Verification Worksheet shall include all delivery and unloading charges to LAWA at various locations throughout Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

Most deliveries of asphalt mixes by the contractor will be directly to the work site at LAX & VNY

Successful bidder owns goods in transit and must file any claim with shipper/manufacturer for any loss of, or damage to, goods in transit.

#### **DELIVERY TIME**

LAWA requires delivery of most equipment/material/parts within two (2) business days after receipt of orders.

*subject to Availability*

## ESPARZA, Shon (SBREA)

**From:** LINO, Anthony (SBREA)  
**Sent:** Monday, October 31, 2022 11:29 AM  
**To:** ESPARZA, Shon (SBREA)  
**Cc:** BOMMARITO, Vincent (SBREA)  
**Subject:** FW: LBPP Certification Request for BAVN ID: 61090-Sully-Miller Contracting Company

See below for current LBE status:

The screenshot shows the RAMP (Los Angeles) website interface. The header includes the RAMP logo and navigation links. The main content area displays the profile for Sully-Miller Contracting Company, including contact information, address, and a summary of their business.

**Information**

- 61090
- Registered as a Prime & Sub
- Hours of Operation
- Email: [mls@sully-miller.com](mailto:mls@sully-miller.com)
- Phone: (714) 678-9800
- Fax: 714 678-9872
- Address: Anthony Lino [estimating@sully-miller.com](mailto:estimating@sully-miller.com)

**Address**

- Website: <http://www.sully-miller.com>
- Current Office: 23780 Avenida Balboa, Irwindale, CA 91708, United States

**Summary**

23710 Water and Sewer Line and Related Structures Construction

Address  
Anthony Lino [estimating@sully-miller.com](mailto:estimating@sully-miller.com)

### Summary

**NAICS Codes** 23710 Water and Sewer Line and Related Structures Construction  
23780 Other Heavy and Civil Engineering Construction  
23730 Highway, Street, and Bridge Construction

**Certifications** LBE (LA), LBE (Harbor), OBE

**California Entity Number**

**Non-Profit** No

**Sole Proprietor** No

### State or Professional License Numbers

"The City of Los Angeles does not endorse, have no responsibility for, nor exercise control over the information by the linked organizations. The City of Los Angeles is also not responsible for its view, content, nor does it vouch for the accuracy or verifiability of the information. The City of Los Angeles also cannot authorize the use of copyrighted material containing linked websites. Users must request written permission and authorization from the sponsor or owner of the linked website."





**SULLY-MILLER  
CONTRACTING Co.**  
A COLAS COMPANY

**Anthony Lino**  
**Pre-Construction Manager**  
Office 714-578-9135  
Mobile 714-720-7460  
[anthony.lino@sully-miller.com](mailto:anthony.lino@sully-miller.com)

**Sully-Miller Contracting Co.**  
135 S. State College Blvd., Suite 400  
Brea, CA 92821  
🌐 [www.sully-miller.com](http://www.sully-miller.com)

**From:** Andrea Lao <[andrea.lao@lacity.org](mailto:andrea.lao@lacity.org)>  
**Sent:** Tuesday, November 16, 2021 11:49 AM  
**To:** LD DL-SUL-BIDS (SBREA) <[bids@sully-miller.com](mailto:bids@sully-miller.com)>  
**Cc:** TA, Kevin (SBREA) <[kevin.ta@sully-miller.com](mailto:kevin.ta@sully-miller.com)>  
**Subject:** LBPP Certification Request for BAVN ID: 61090-Sully-Miller Contracting Company

Message sent from Internet with [andrea.lao@lacity.org](mailto:andrea.lao@lacity.org) email address

**Security warning :** Do not click on the links or attachments contained in this message unless you are sure of the sender's address.

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## **APPROVAL**

Hello Anthony and Kevin,

Our office has now completed our review of the LBPP certification request under BAVN ID: 61090 for Sully-Miller Contracting Company. Based on the information submitted at this time, your firm has been approved\* for the following certification:

Local Business Enterprise (LBE) – 5 year certification

Your certification is effective as of 11/16/2021 and will appear in your BAVN profile.

\* To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #187121 certification criteria and complete an LBPP application/renewal form based on the length of each certification. Firms will be required to submit supporting documents to demonstrate their continued eligibility for LBPP. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies for certifications under the LBPP for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of the designated certification preference percentage of the executed contract.

(Local Business Preference Program - "Supplier and/or Regular Dealer" Definition

The Local Business Enterprise (LBE) is applicable to all competitive bids involving expenditures in excess of \$150,000.

The Local, Small Business (LSB) and Local Transitional Employer (LTE) are applicable to all competitive bids involving expenditures under \$150,000. This note is to inform all bidders that the City of Los Angeles, Department of Public Works, Bureau of Contract Administration as the Designated Administrative Agency (DAA) for the Local Business Preference program has issued the following definition update in relation to the application of preference credits to material and/or equipment suppliers:

"Preferences will be awarded for equipment, goods or materials contracts only if the Local Business or the Local Subcontractor:

(a) Designs, manufactures, or assembles the equipment, goods, or materials where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles; or (b) Acts as a Supplier and/or Regular Dealer where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles. A 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 shall 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 Suppliers and/or Regular Dealers. A person may be a Supplier and/or 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 a Supplier's and/or Regular Dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.")

--  
**Andrea Lao**  
[andrea.lao@lacity.org](mailto:andrea.lao@lacity.org)  
(213)847-2601

## CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman Of The Board  
President  
Vice President, CFO, Treasurer  
and Assistant Secretary  
Vice President and Assistant Secretary  
Secretary  
Assistant Secretary  
Assistant Secretary

NAME

John Harrington  
William Joseph Thomas Boyd  
Christopher Winter  
  
Scott Bottomley  
Anthony L. Martino, II  
Curtis Weltz  
Jeff Galterio

I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 3, 2020, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of June, 2021.

(SEAL)



Anthony L. Martino, II  
Secretary  
Sully-Miller Contracting Company  
135 S. State College Blvd., Ste. 400  
Brea, CA 92821

### TESTS

Representative samples may be taken from each delivery and tested for compliance with Specifications. Testing costs will be paid by LAWA for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible.

### ESTIMATED EXPENDITURE

Total expenditures under this contract are estimated not to exceed \$ 3,000,000 (annually). No guarantee can be given that this total will be reached. The awarded bidder agrees to furnish more or less at the unit prices quoted in accordance with requirements throughout the contract period.

### ESTIMATED QUANTITIES

The quantities stated herein are estimates only of LAWA's requirements. No guarantee can be given that this total will be reached or that it will not be exceeded. Successful bidder agrees to furnish more or less than the estimates throughout the contract period at the unit price(s) quoted.

### OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS

LAWA's personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide whether successful bidder or maintenance personnel shall perform additional work. Also, during the course of this contract, successful bidder may be called upon to provide parts and materials above and beyond the stated Specifications but with the same rates and terms as stated in this contract.

State whether you will grant to the LAWA the option to purchase additional work or materials and parts under \$1,000.00 per order.

☒ Option Granted

☐ Option Not Granted

### SALES TAX

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

NO TAX ON PRICES

### CARE AND CUSTODY

The successful bidder accepts full responsibility for the security against loss or damage to the equipment involved while in its possession or the possession of any of its agents. Successful bidder shall reimburse the City for any loss or damage to City equipment in its or its agents care or custody.

### OPERATION OF VEHICLES

No personal cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in public lots, or off LAWA property. LAWA shall not be responsible for damages, fees or time lost travelling to the airport incurred by employees.

Each vehicle unit or equipment that travels or operates on any part of the airport shall have an approved decal or company name applied to both sides of the vehicle in a location opposite the driver's seat. For vehicles having front doors, the identification should be applied to the front door panels. Magnetic or temporary signs are acceptable if they meet the size and description requirements. The name of the company should be spelled out in letters no less than 1-1/4" high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Manager. Each



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 BAVN): 121-078 Date Bid Submitted: \_\_\_\_\_

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

Awarding Authority (Department awarding the contract): Los Angeles World Airports

Bidder Name: Blue Diamond Materials

Bidder Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Bidder Email Address: Scott.Bottomley@sully-miller.com Bidder Phone Number: 714/578-9600

### Schedule Summary

Please complete all three of the following:

**1. SCHEDULE A — Bidder's Principals (check one)**

The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).

At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes



No



**2. SCHEDULE B — Subcontractors and Their Principals (check one)**

The bidder has one or more SUBCONTRACTORS on this bid or proposal with

subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes



No



**3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** \_\_\_\_\_

### Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(o)(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.

Scott Bottomley

Name

Vice President

Title



Signature

November 3, 2022

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: <u>John Harrington</u>	Title: <u>Chairman of the Board</u>
Address: <u>135 S. State College Blvd., Ste. 400, Brea, CA 92821</u>	
Name: <u>William J.T. Boyd</u>	Title: <u>President</u>
Address: <u>135 S. State College Blvd., Ste. 400, Brea, CA 92821</u>	
Name: <u>Christopher Winter</u>	Title: <u>Vice Pres./Asst. Sec./CFO/Treasurer</u>
Address: <u>135 S. State College Blvd., Ste. 400, Brea, CA 92821</u>	
Name: <u>Scott Bottomley</u>	Title: <u>Vice President/Assistant Secretary</u>
Address: <u>135 S. State College Blvd., Ste. 400, Brea, CA 92821</u>	
Name: <u>Anthony L. Martino, II</u>	Title: <u>Secretary</u>
Address: <u>135 S. State College Blvd., Ste. 400, Brea, CA 92821</u>	
Name: <u>Jeff Galterio</u>	Title: <u>Assistant Secretary</u>
Address: <u>135 S. State College Blvd., Ste. 400, Brea, CA 92821</u>	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

☒ Check this box if additional Schedule A pages are attached.



AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

COUNTY OF ORANGE

)  
) ss.:  
)

SCOTT BOTTOMLEY

(Type or print name)

being first duly sworn, deposes and says:

that he or she is the VICE PRESIDENT & GENERAL MANAGER of

(Type or print title)

SULLY-MILLER CONTRACTING COMPANY DBA BLUE DIAMOND MATERIALS 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: SCOTT BOTTOMLEY

Title: VICE PRESIDENT

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.

Please see attached loose certificate  
with proper California Notary wording.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

## CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

### TITLE

Chairman Of The Board  
President  
Vice President, CFO, Treasurer  
and Assistant Secretary  
Vice President and Assistant Secretary  
Secretary  
Assistant Secretary  
Assistant Secretary

### NAME

John Harrington  
William Joseph Thomas Boyd  
Christopher Winter  
  
Scott Bottomley  
Anthony L. Martino, II  
Curtis Weltz  
Jeff Galterio

I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 3, 2020, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

### "BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of June, 2021.

(SEAL)



Anthony L. Martino, II  
Secretary  
Sully-Miller Contracting Company  
135 S. State College Blvd., Ste. 400  
Brea, CA 92821

**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)  
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1  
2  
3  
4  
5  
6

*Signature of Document Signer No. 1*      *Signature of Document Signer No. 2 (if any)*

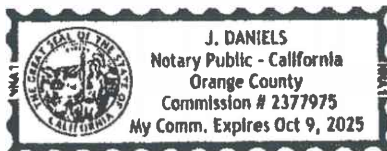
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me  
on this 8th day of November, 2022,  
by      *Date*      *Month*      *Year*

(1) Scott Bottomley

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature *J. Daniels*  
*Signature of Notary Public*  
J. Daniels, Notary Public

*Seal*  
*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Affidavit to Accompany Proposals Document Date: November 8, 2022  
Number of Pages: 1 *or Bids* Signer(s) Other Than Named Above: None

CITY OF LOS ANGELES

DEPARTMENT OF AIRPORTS

ADDENDUM # 2 BID NO. 121-078

121-078 Supply and Delivery of Asphalt Mixes  
at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY)

Updated Specifications

Old Due Date: 11/10/22

New Due Date: 11/17/22

IXI

The above mentioned bid is hereby amended per the following:

- 1) Corrections to the price index.
- 2) New Due Date

NOTE: If you have already submitted your bid, please make necessary revisions on this form or revised page. If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.

Brian Garcia

Brian Garcia  
Departmental Purchasing.

CC: bid file  
Chanel Knight, FMUG  
Valerie Works-Goode

*Received and Acknowledged*  
*[Signature] Shon Esparza*  
*11-8-22*

## **ASPHALT CONCRETE MIXES SPECIFICATIONS**

1. All asphalt concrete mixes must comply with the Subsection 203-6 of the most recent edition of the Green Book Standard Specifications for Public Works Construction (SSPWC) for the class specified. Other sections of the SSPWC as referenced in Subsection 203-5 shall apply, including all referenced requirements for aggregates, mineral filler and asphalt cement.
2. References to contractor shall be synonymous with bidder, vendor, owner and operator, and shall mean the company that is responsible for the manufacturing and/or delivery of asphalt concrete mixes.
3. Asphalt concrete plants must be owned and operated by contractor.
4. The estimated usage of mixes is 30,000 tons annually.
5. Most asphalt concrete mixes will be PG70-10 and PG64-10 paving grade asphalt unless otherwise specified such as P401 mix as attached. The Los Angeles World Airports (LAWA), Facilities Management Division (FMD) requires quotation and delivery of all other grades listed in the Bid Prices Verification Worksheet as well as delivery schedules after regular business hours, on Saturday, Sunday and observed holidays. Contractor agrees to submit a written quotation subject to the approval by the FMD Airports Maintenance Superintendent, or their designee, should additional or special grades of asphalt concrete mixes be required.
6. Most deliveries of asphalt mixes by the contractor will be directly to the work site at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY). FMD may pick up some mixes at the plant with its own trucks. Asphalt deliveries by contractor and pick up location for City trucks must be within a 10-mile radius of LAX or 30-mile radius of VNY Airport.
7. Contractor will supply asphalt material at the required application temperature (defined by mix design) determined by FMD representative upon will call and delivery. FMD reserves the right to refuse/return, at the contractor's expense, asphalt that does not meet the required application temperature.
8. All Asphalt Cement for Asphalt Concrete Mixes must be "Paving Grade" PG-64-10 unless otherwise specified.
9. Mixes specified for use on Taxiway or Airfield projects shall be designated as either, "Airfield" or "P401" for the maximum aggregate size specified.
10. Mixes designated as "P401", shall conform to sections 401-1.1 through 401-3.2 of Specification section 34 – Plant Mix Bituminous Pavements – Surface Course, (FAA P-401), attached.
11. Mixes designated as "Airfield" shall conform to the requirements set forth in No. 1 above, with the following modifications:
  - a. Mixes shall be "Virgin Mixes". Recycled Asphalt Product (RAP) is not acceptable.
  - b. Asphalt cement shall be grade PG 70-10 or PG 76-22.
  - c. At least 70% of the coarse aggregate shall have two fractured faces; at least 85% of the coarse aggregate shall have one fractured face.
  - d. Loss after 500 revolutions per ASTM C131 shall be no more than 40%.
12. RAP may be used for all projects *except* airfield or P401.



13. The contractor will be responsible for sampling and testing the asphalt concrete according to the following:
- a. Samples of either the asphalt concrete or the aggregate hot-bins shall be secured. A sample shall represent each day's production or for every 800 tons in any single production day. Should each day's production be represented by different mixtures, where possible, a sample of each material type shall be secured. Samples will be tested for gradation or gradation and bitumen content where appropriate. All sampling and testing shall be in accordance to the current edition of Standard Specifications for Public Works Construction (Green Book). Test results shall show the date, approximate time, and material type represented by each sample. The contractor shall provide a copy of the results within ten (10) days of the project.

14. The award of contract will be determined by the following factors:

**100% of the Bid Weighted on:** I. Material Costs, II. Freight Costs, III. Standing/Working Time Costs

15. Asphalt concrete pricing will be based on the California Statewide Crude Oil Price Index. Compensation adjustments for price index fluctuations, which occur during the contract period, may increase, or decrease for paving asphalt price fluctuations exceeding five (5) percent.

The Engineer includes payment adjustments for price index fluctuations in progress estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress estimate.

The Engineer calculates each payment adjustment using the following formula:

$$PA = Qt \times A$$

PA = payment adjustment in dollars for asphalt contained in materials placed in the work for a given month

Qt = sum of all quantities of asphalt (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo)

A = adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01

where:

$A = [(lu/lb) - 1.05] \times lb \times [1 + (T/100)]$  for an increase in the crude oil price index exceeding 5 percent

$A = [(lu/lb) - 0.95] \times lb \times [1 + (T/100)]$  for a decrease in the crude oil price index exceeding 5 percent

and:

lu = California statewide crude oil price index for the month in which the quantity of asphalt subject to adjustment was placed in the work

lb = California statewide crude oil price index for the month in which the bid opening for the project occurred

T = Sales and use tax rate expressed as a percent currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

16. Contractor must submit mix designs for all asphalt listed within these specifications within five (5) business days upon request from LAWA. Failure to submit mix designs may disqualify the Contractor's bid. Design mix must specify the amount of Asphalt Treated Permeable Base (ATPB) mix; the percentage of liquid asphalt in the ATPB; the amount of dense graded Asphalt Concrete (AC); and, the percentage of liquid asphalt in the AC mix.

groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

#### **ADDITION OF PRODUCTS OR SERVICES TO CONTRACT**


Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting this RFB, but is related to the performance of the contract, successful bidder understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation including labor and freight, to the LAWA contract administrator.

LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

#### **BID**

The bid should be submitted on this bid form and not be altered in any way. It is requested that the bid is not reprinted using bidder's company letterhead. Bidders must return ALL pages of the bid and the Administrative Requirements. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the Specifications. All blank spaces in the bid and Bid Prices Verification Worksheet must be properly filled in, and the phraseology must not be changed. Any space left blank in the bid and Bid Prices Verification Worksheet, any unauthorized addition, condition, limitation, modification, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature:   
Addendum 1 (if issued)

Signature:   
Addendum 2 (if issued)

Signature: \_\_\_\_\_  
Addendum 3 (if issued)

Signature: \_\_\_\_\_  
Addendum 4 (if issued)

Signature: \_\_\_\_\_  
Addendum 5 (if issued)

Signature: \_\_\_\_\_  
Addendum 6 (if issued)

#### **BID FORMAT**

All bidders are required to submit:

- One (1) completed copy of the bid (RFB, Bid Prices Verification Worksheet and Administrative Requirements) online using Box.com (see Attachment A)

#### **COMMUNICATION WITH LAWA**

Any communication regarding this RFB must be addressed by e-mail to Management Assistant, Brian Garcia, at [bgarcia@lawa.org](mailto:bgarcia@lawa.org).

#### **COOPERATIVE ARRANGEMENTS (Piggybacks)**

From time to time, other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":



FORM  
50

## Bidder Certification

Los Angeles City  
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

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

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
121-078	LAWA
Bidder Name	
Sully-Miller cont DBA-Blue Diamond Mal-	
Address	
135 S. State College #400 Brea Ca. 92821	
Email Address	Phone Number
Shon.Esparza@SullyMiller.com	714-863-1953

### 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.

Shon Esparza  
Name

Acct. Manager  
Title

  
Signature

11-3-2022  
Date

## LOS ANGELES WORLD AIRPORTS BID PRICES VERIFICATION WORKSHEET - ASPHALT MIXES LAX, VNY

**VENDOR'S NAME:**

sully-miller / dba Blue Diamond mat.

**IMPORTANT NOTES TO READ BEFORE COMPLETING THIS WORK SHEET.**

1. This is a computer generated worksheet and must be completed on a computer. Vendor must complete all fields highlighted/bordered in blue.
2. Shaded fields automatically perform calculations, are preset, and are locked. Use the "Tab" key to move to the next cell. Entering price by hand or typing is **NOT** recommended as additional staff time and cost will be required by our agency to verify the accuracy of entries made.
3. Use this Excel work sheet on the website: [www.labavn.org](http://www.labavn.org). Complete your worksheet, save it, print it and submit it with your bid response. Do not email.

Item #	Material Costs	CSCOPI		
I.	California Statewide Crude Oil Price Index (CSCOPI)	Month/Yr	Price Index	
1.	Material pricing based on the following CSCOPI in effect on:	nov. 2022	510.3	
	Material Description	Estimated Tonnage/year	Bid Price per Ton	Extended Price
II.	Designation of Rock Size and Gradation (1/2"= All C, C1, C2) (3/4" = All B) (3/8" = All D, D2, E)			
2.	1/2" Asphalt Mixes (PG70-10)	1000	\$86.00	\$86,000.00
3.	1/2" Asphalt Mixes (PG64-10)	1000	\$86.00	\$86,000.00
4.	1/2" Asphalt Mixes PG 70-10 (P-401) (Airfield)	1000	\$90.00	\$90,000.00
5.	1/2" Asphalt Mixes PG 76-22 (P-401) (Airfield) = subject to availability and have a minimum of 200 per shift.	1000	\$109.00	\$109,000.00
6.	3/4" Asphalt Mixes PG 70-10 (P-401) (Airfield)	5000	\$90.00	\$450,000.00
7.	3/4" Asphalt Mixes PG 76-22 (P-401) (Airfield) = subject to availability and have a minimum of 200 per shift.	1000	\$108.00	\$108,000.00
8.	1" Asphalt Mixes PG 70-10 (P-401) (Airfield)	1000	\$88.00	\$88,000.00
9.	1" Asphalt Mixes PG 76-22 (P-401) (Airfield) = subject to availability and have a minimum of 200 per shift.	1000	\$110.00	\$110,000.00
10.	3/4" Asphalt Mixes (PG70-10)	5000	\$85.00	\$425,000.00
11.	3/4" Asphalt Mixes (PG64-10)	1000	\$85.00	\$85,000.00
12.	3/8" Asphalt Mixes (PG70-10)	5000	\$87.00	\$435,000.00
13.	3/8" Asphalt Mixes (PG64-10)	1000	\$87.00	\$87,000.00
14.	School Mixes (PG70-10)	1000	\$90.00	\$90,000.00

Asphalt Concrete Mixes at Los Angeles International Airport Van Nuys Airport

15.	Cold Mixes	1000	\$92.00	\$92,000.00
16.	Porous Asphalt Mixes	1000	\$92.00	\$92,000.00
17.	Warm Mix Asphalt	1000	\$92.00	\$92,000.00
18.	Total for Material Costs (Item #2 through Item #17)			\$2,525,000.00
	<b>SERVICE DESCRIPTION</b>		<b>Bid Price</b>	<b>Extended Price</b>
<b>III.</b>	<b>Freight Costs</b>	<b>Tons</b>	<b>Freight Cost per Ton by: 10-Wheeler Truck or Truck &amp; Trailer</b>	
19.	<b>Plant A.</b> State freight cost per ton for delivery to LA International Airport (LAX) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$16.00	\$8,000.00
20.	<b>Plant B.</b> State freight cost per ton for delivery to LA International Airport (LAX) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$16.00	\$8,000.00
21.	<b>Plant A.</b> State freight cost per ton for delivery to Van Nuys Airport (VNY) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$22.00	\$11,000.00
22.	<b>Plant B.</b> State freight cost per ton for delivery to Van Nuys Airport (VNY) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$22.00	\$11,000.00
<b>IV.</b>	<b>Plant Information</b>	<b># of Plants</b>		
23.	Number of plants owned and operated by contractor within a 10-30 mile radius of LAX & VNY Airports:	4		
	List plant(s) addresses below:			
24.	Plant #1 - Address: 441 Railroad Place, Inglewood, California			
25.	Plant #2 - Address: 5625 Southern Ave, South Gate, CA 90280			
26.	Plant #3 - Address: 11462 Penrose St., Sun Valley, CA 91352			
27.	Plant #4 - Address: 2600 Avenida Barbosa, Irwindale, CA 91706			
<b>V.</b>	<b>Standing Time Costs</b>	<b>Hours</b>	<b>Bid Price Cost Per Hour</b>	<b>Extended Price</b>

28.	Charge per delivery for STANDING TIME, WORKING TIME, after the first thirty (30) minutes of free unloading time:	500	\$150.00	\$75,000.00
<b>VI.</b>	<b>Bid Totals</b>			
29.	<b>Bid Total (for award purposes only) = Item #18 + Item #19 + Item #21 + Item #28</b>			<b>\$2,619,000.00</b>
<b>VII.</b>	<b>Additional Charges (after-hours/weekends/holidays)</b>	<b>Percentage (%)</b>		
30.	State additional cost expressed in percentage, if any, to be added for materials, freight and standing / working time:			
31.	On weekdays - between 4 pm and 11 pm	8%		
32.	On weekdays - between 11 pm and 6 am	8%		
33.	On weekends - Saturday	8%		
34.	On weekends - Sunday	12%		
35.	On Observed Holidays	15%		
36.	A minimum uninterrupted supply of 250 tons of material per hour with a 12-hour advance notice. (yes / no)	no		
37.	A minimum uninterrupted supply of 500 tons of material per hour with a 24-hour advance notice. ( yes / no)	no		



### THE BID MUST BE SIGNED:

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity.

*Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.*

*Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.*

*Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.*

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted herein:

Company's Name: Sully-Miller Cont.  
(Print)

Corporation ☐ LLC Corporation ☐ S Corporation ☒ Sole proprietor ☐ Partnership ☐

Street Address: 135 S. State <sup>CO/99</sup> B.Y. City: Brea State: CA Zip Code: 92821

Telephone No: 714-863-1953 Fax No: Suite 400 E-mail Address: Shon.Esparza@Sully-Miller.com

Name and Title(s): Shon Esparza Acct. Manager  
(Print)

Signature: [Signature]

Name and Title(s): \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Contact Person (if different from above): \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
(Print)

**PAYMENT TERMS:** Payment terms are Net 30 days, unless bidder grants the LAWA a discount in the blank space after "Payment Terms" in the space below. Percentage discounts offered for payment 25 days or more will be considered by the City when evaluating bids. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: \_\_\_\_\_% \_\_\_\_\_ days (minimum 25 days for net bid award consideration).

# EXHIBIT B

Insurance





LOS ANGELES WORLD AIRPORTS

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

**NAME:** \*\*\*\*\*  
**AGREEMENT/ACTIVITY:** RFB - Supply and Delivery of Asphalt Mixes at LAX and VNY  
**LAWA DIVISION:** FMUG - Administration  
**WIZARD ID NO.:** 10288

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

	<b><u>LIMITS</u></b>
<b>(X) Workers' Compensation (Statutory)/Employer's Liability</b>	<b><u>Statutory</u></b>
() Voluntary Compensation Endorsement	
(X) Waiver of Subrogation	
<b>(X) Automobile Liability - covering owned, non-owned &amp; hired auto</b>	<b><u>\$10,000,000</u></b>
<b>(X) Commercial General Liability - including the following coverage:</b>	<b><u>\$10,000,000</u></b>
(X) Contractual (Blanket/Schedule)	
(X) Independent Contractors	
(X) Personal Injury	
(X) Premises & Operations (minimum \$1 million each occurrence)	
(X) Products /Completed Operations	
(X) Additional Insured Endorsement, <b>specifically</b> naming LAWA	
(Please see attached supplement).	
() Hangar keepers Legal Liability (At least at a limit of liability of \$ 1 million)	

**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\*\*\*\*\***  
**SUBMIT ALL DOCUMENTS TO RISKINSURANCE@LAWA.ORG**



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

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)**

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:

Insurance companies, must have an AM Best rating of A- or better, and have a minimum financial size of at least four

**Endorsements:**

- **Workers Compensation Waiver of Subrogation Endorsement  
(WC 04 03 06 or similar)**
- **General Liability Additional Insured Endorsement**
- **Ongoing and Products - Completed Operations Endorsement  
(ISO Standard Endorsements preferred)**

**Certificate Holder:**

**Los Angeles World Airports  
PO Box 92216  
Los Angeles, CA 90009**

**A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.**

**A blanket/automatic endorsement is not acceptable unless you have a direct contract with LAWA.**

**Language written on a certificate of insurance is not acceptable as an endorsement.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. Nat'l Ins Northeast  
500 N 3rd St, Suite 300  
Wausau, WI 54403

CONTACT NAME:  
PHONE (A/C, No, Ext):  
E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com  
FAX (A/C, No):

www.LibertyMutual.com

INSURED  
Sully Miller Contracting Company and/or  
d/b/a Blue Diamond Materials  
135 State College Blvd.  
Suite 400  
Brea CA 92821

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Insurance Company	23035
INSURER B:	LM Insurance Corporation	33600
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 73295459

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Job Aggregate <input checked="" type="checkbox"/> Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-631-510805-023	4/1/2023	4/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AS2-631-510805-013	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC5-631-510805-033 Covers all states except ND, OH, WA, WY	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Automobile Physical Damage: ** All Medium, Heavy, Extra Heavy ** All Private Passengers,			AS2-631-510805-013 and Trailer Types Pick Ups and Vans	4/1/2023	4/1/2024	Comp & Coll Deds: \$1,500 Comp & Coll Deds: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations.

Los Angeles World Airports Board of Airport Commissioners are additional insured with regards to general liability and auto liability as their interests may appear where required by written contract. The insurance afforded by the GL policy for the benefit of the additional insured shall be primary and non-contributory. Waiver of Subrogation is included in favor of the certificate holder, and applies only to the specific jobs of the insured performed under written contract and where applicable by law.

## CERTIFICATE HOLDER

RE: All Operations.

Los Angeles World Airports  
Board of Airport Commissioners  
7301 World Way West, 2nd Floor  
LAWA's Administration West Building  
Los Angeles CA 90045-5803

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Diane Beaudoin

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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
03/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Nancy Kwong <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Sully-Miller Contracting Company 5200 Meadowland Parkway Marion, IL 62959	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Berkshire Hathaway Specialty Insurance Com</td><td>22276</td></tr><tr><td>INSURER C:</td><td>Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Berkshire Hathaway Specialty Insurance Com	22276	INSURER C:	Ohio Casualty Insurance Company	24074	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Ohio Casualty Insurance Company	24074																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** W10830858**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0	Y	Y	TL2-631-510040-823	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	1st Excess Liability	Y	Y	47-XSF-302408-08	04/01/2023	04/01/2024	Each Occ. \$ 10,000,000 Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Operations of Named Insured

Excess policy is 'Follow Form' and is subject to all of the terms and conditions of the underlying policy(ies).  
SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

Los Angeles World Airports Board of Airport Commissioners 1 World Way Los Angeles, CA 90045-5803	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>John Doe</i></p>
-----------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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AGENCY CUSTOMER ID: \_\_\_\_\_

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

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of New York, Inc.		NAMED INSURED Sully-Miller Contracting Company 5200 Meadowland Parkway Marion, IL 62959
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Ohio Casualty Insurance Company

NAIC#: 24074

POLICY NUMBER: ECO(24)55546167

EFF DATE: 04/01/2023

EXP DATE: 04/01/2024

ADDITIONAL INSURED: Y

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:  
2nd Excess Liability

LIMIT DESCRIPTION:  
Each Occ.  
Aggregate

LIMIT AMOUNT:  
\$10,000,000  
\$10,000,000

### **Addendum**

**UNDERLYING POLICIES:** The insurance policies underlying Excess Policy no. TL2-631-510040-823:

<b>CARRIER</b>	<b>COVERAGE</b>	<b>POLICY NO.</b>	<b>TERM</b>
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-721	04/01/23 – 04/01/24
Liberty Mutual Fire Ins Co	General Liability	TB2-631-509718-533	04/01/23 – 04/01/24
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-510805-013	04/01/23 – 04/01/24

**UNDERLYING POLICIES:** The insurance policies underlying Excess Policy no. 47-XSF-302408-06:

Liberty Mutual Fire Ins Co	Excess Liability	TL2-631-510040-823	04/01/23 – 04/01/24
Liberty Insurance Co	Workers Compensation	WC5-631-510805-033	04/01/23 – 04/01/24

Policy Number TB2-631-510805-023  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS WITH  
PRODUCTS/COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

**Name of Additional Insured Person(s) or  
Organization(s):**

Los Angeles World Airports

**Location of Covered Operations:**

All Operations of the Named Insured performed  
under written contract or agreement

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization where required by a "written contract" you have entered into where the contract requires the entity to be added as an additional insured under your Policy; and
2. The particular person or organization, if any, shown in the Schedule of this endorsement at the location(s) shown in the Schedule above.

**B. The insurance provided to the additional insured is limited as follows:**

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
  - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. If the "written contract" specifically requires you to provide additional insurance coverage via;

- a. The 10/01 edition of CG2010 (aka CG 20 10 10 01);
- b. The 10/01 edition of CG2037 (aka CG 20 37 10 01); or
- c. The 11/85 edition of CG2010 (aka CG 20 10 11 85),

then in Paragraph B.1. above, the words "caused, in whole or in part, by" are replaced by the words "arising out of".

3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:

- a. The maximum permitted by law;



- b. That is required by the "written contract";
- c. That is described in **B.1.** above; or
- d. That is afforded to you under this Policy,

whichever is less.

- 4. Notwithstanding anything to the contrary in Condition 4. **Other Insurance of Section IV – Commercial General Liability Conditions**, this insurance is excess over all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- 5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:
  - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities; or
  - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. Section IV – Commercial General Liability Conditions** is amended as follows:

- 1. The **Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of any claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- D. Only for the purpose of the insurance provided by this endorsement, **Section V – Definitions** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this Policy; and

2. Was executed prior to:

- a. The "bodily Injury" or "property damage"; or
- b. The offense that caused the "personal and advertising injury",  
for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

**Los Angeles World Airports**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number TB2-631-510805-023  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule
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Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Los Angeles World Airports	Board of Airport Commissioners 7301 World Way W. 2 <sup>nd</sup> Floor LAWA's Administration W Bldg. Los Angeles, CA 90045-5803	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS2-631-510805-013  
Issued by: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Los Angeles World Airports

**Regarding Designated Contract or Project:**

All Operations of the Named Insured performed under written contract or agreement

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Los Angeles World Airports
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Los Angeles World Airports

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Policy Number AS2-631-510805-013  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Los Angeles World Airports	Board of Airport Commissioners 7301 Worlds Way W. 2 <sup>nd</sup> Floor LAWA's Administration W Bldg. Los Angeles, CA +0045-5803	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

[Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 0]

Person or Organization

Los Angeles World Airports

Job Description

All Operations of the Named Insured  
Performed under written contract of  
agreement

Issued by Co 2 - Liberty Mutual Fire Insurance Company

For attachment to Policy No. WC5-631-510805-033 Effective Date 04/01/2023

Premium \$

Issued to